

## MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is entered into by and between the City of Medford ("EMPLOYER") and the Medford Library Staff Association, MLSA Local 4928 American Federation of Teachers, AFT Massachusetts, AFL-CIO ("UNION").

### RECITALS

- A. The EMPLOYER and the FEDERATION are parties to a Collective Bargaining Agreement for the period of July 1, 2018 through and including June 30, 2021.
- B. The duly-authorized representatives of the EMPLOYER and the duly authorized representatives of the UNION have met, pursuant to Massachusetts General Laws, Chapter 150E, to negotiate a successor agreement.
- C. Said representatives of the EMPLOYER and the UNION have, subject to ratification by the membership of the COMMITTEE and the UNION, agreed to a successor agreement for the period of July 1, 2021 through and including June 30, 2024.
- D. The Parties agree to integrate the changes set forth herein, and those set forth in a previous agreement, into a single merged Collective Bargaining Agreement.

### AGREEMENT

In consideration of mutual promises and covenants set forth herein, the Parties, subject to ratification, hereto agree as follows:

1. **HOUSEKEEPING UPDATE.** Fix any typographical errors discovered during the proofreading of the new collective agreement by mutual agreement. Fix any formatting inconsistencies by mutual agreement.
2. **SENIORITY & SCHEDULING.** Amend Article 7.0

Seniority shall be credited from date of employment. Eligible permanent part-time employees covered herein will accrue time on a prorated basis. Except for termination for cause, rehired employees shall receive credit for previous service, provided they are rehired within two (2) years of resignation, layoff, or termination. **In some situations, seniority may be used to determine scheduling assignments.**

3. **SUNDAY HOURS:** Amend Article 8.5

Sunday Hours: Upon the opening of the new library building at 111 High Street, the library **will may** be open for four (4) hours on Sundays. Bargaining unit members who work on Sunday shall receive an additional \$3.00 per hour in addition to their regular hourly rate.

4. **HOUSEKEEPING.** Move language to Article 8.6

When a full-time employee chooses to attend or run a program, event, or meeting that falls

outside of their regularly scheduled hours, they must alter their daily schedule to accommodate the event. With the advance consent of the employer, an employee who volunteers to work extra hours because of a meeting, program or other professional obligation, will receive compensatory time equal to the extra time. The Employer reserves the right to refuse a request to work extra hours. An employee who works beyond their scheduled hours due to unforeseen circumstances such as a meeting that runs long, will receive compensatory time equal to the extra time without advance consent.

**5. COMPENSATORY TIME: Amend Article 8.6**

When a full-time employee chooses to attend or run a program, event, or meeting that falls outside of their regularly scheduled hours, they must alter their daily schedule to accommodate the event. With the advance consent of the employer, an employee who volunteers to work extra hours because of a meeting, program or other professional obligation, will receive compensatory time equal to the extra time. **An employee who does not wish to change their schedule to accommodate a special project may elect to receive compensatory time in lieu of payment.** The Employer reserves the right to refuse a request to work extra hours. An employee who works beyond their scheduled hours due to unforeseen circumstances such as a meeting that runs long, will receive compensatory time equal to the extra time without advance consent.

The Library Director may choose to grant compensatory time off to employees who are required to work more than thirty five (35) hours per week for special projects. An employee may elect to receive compensatory time in lieu of payment. Compensatory time will be granted on a minimum of thirty (30) minute increments on a weekly basis, not to exceed one hundred five (105) hours at any given time. ~~In addition, one and one-half (1.5) hours will be calculated after forty (40) hours worked.~~ **In addition, if an employee works more than forty (40) hours in a week, compensatory time will be accumulated at a rate of one and one half (1.5) hours for each hour.** This is based on a six (6) month introductory period.

**6. OFF-DESK HOURS: New Article 8.8**

**All employees who are assigned to lead library programming shall be scheduled for at least one (1) hour of off desk time each week. During off-desk hours, employees will not be responsible for staffing library desks and will be able to prepare for programs.**

**7. JUNETEENTH HOLIDAY: Amend Article 10.0**

The following days shall be paid holidays:

New Year's Day	January 1 <sup>st</sup>
Martin Luther King, Jr Day	As Scheduled
President's Day	As Scheduled
Patriots Day	3 <sup>rd</sup> Monday in April
Memorial Day	4 <sup>th</sup> Monday in May
<b><u>Juneteenth</u></b>	<b><u>June 19th</u></b>

Independence Day	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday in September
Columbus Day	2 <sup>nd</sup> Monday in October
Veteran's Day	November 11 <sup>th</sup>
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Christmas Eve Day	December 24 <sup>th</sup>
Christmas Day	December 25 <sup>th</sup>

When a holiday falls on a weekend day, the employees shall receive another day off with pay.

**8. VACATION ALLOTMENT: Amend Article 11.0**

All employees of the city shall receive a vacation without loss of pay in each calendar year which shall be based on the number of years of their employment. Vacation time is awarded at the beginning of the calendar year based on the following schedule:

Employees hired prior to July 1, 2018 shall be entitled to the following vacation schedule:

Years of Employment Vacation Time

1-4 Years 2 Weeks, 3 Days

5-9 Years 3 Weeks, 3 Days

10-14 Years 4 Weeks

15-19 Years 5 Weeks

20+ Years 6 Weeks

Employees hired after July 1, 2018 shall be entitled to the following vacation schedule:

Years of Employment Vacation Time

1-4 Years 2 Weeks

5-9 Years 3 Weeks

10-14 Years 4 Weeks

15-19 Years 5 Weeks

20+ Years 6 Weeks

During the first six months following the inception of employment, employees of the city may not utilize any vacation time but this requirement shall not prohibit the accrual of the same during that six-month period.

A new library employee will begin to accrue vacation on their start date, although they cannot take vacation until after the six-month probationary period. New employees will accrue vacation from their start date through December 31. If the end of the six-month probationary period falls in the next calendar year, the amount of vacation accrued between the employee's start date and December 31 will be added to the vacation awarded at the start of the next calendar year.

9. VACATION REQUESTS: Amend Article 11.1

Vacation requests must be submitted in writing two (2) full weeks in advance (in accordance with present practice) and approved by the Library Director or designee. ~~The date for annual requests shall be April 1.~~ Vacation requests will be approved on a first come, first served basis. Criteria for approval shall include scheduling needs, staffing requirements, overtime costs, and service to the public

10. SICK LEAVE INCREMENTS: Amend Article 12.8

Sick leave may be used in ~~half-day~~ half hour increments.

11. LOUNGE AREA SEATING: Amend Article 23.0

Subject to Library space needs and budgetary considerations, a lounge area with kitchen facilities, first aid provisions, ~~sofa,~~ comfortable seating, and rest room for the exclusive use of employees shall be provided by the Employer, consistent with existing practice and to the extent practicable hereafter

12. PERSONAL DAY INCREMENTS: Amend Article 24.1

Personal time may be ~~taken in hourly~~ used in half hour increments.

13. HOUSEKEEPING: Amend Article 24.2

~~On December 31 of each contract year, any unused personal time shall be converted and added to the employee's available sick leave accumulation.~~ Any unused personal time as of December 31 of each contract year shall be converted and added to the employee's available sick leave accumulation.

14. PERSONNEL FILE: Amend Article 25.3

An employee's primary personnel file shall be available to the employee in the human resources department at City Hall. No reprimand shall be placed in the employee's file

unless first shown to the employee. Any written response received from the employee will be placed in file.

**15. JOB DESCRIPTIONS: Amend Article 25.5**

**Job descriptions of all positions in the Library Department shall, after consultation with the Union, be promulgated by the Director on or before September 1, 1993. At the time of the promulgation. Job descriptions of all positions in the Library shall be updated regularly. The Director shall supply to the Union Chairperson copies of all the job descriptions and to each employee a copy of his/her own job description when updated. The Union shall maintain any collective bargaining rights related to changes in job descriptions.**

**16. POLICY AND GUIDANCE DOCUMENTS: New Article 25.11**

**Any new policy or guidance impacting the working conditions of employees shall be distributed to employees in both written and electronic form. The library director will provide the chapter chair(s) with draft policies for discussion and revision before the distribution of any such documents. With the assistance of the Union, the Director will establish a documentation committee with the purpose of creating and maintaining a library operations manual. This committee will discuss and refine the implementation of a pilot program eliminating late fees/fines for overdue library materials.**

**17. WAGES: Amend Article 27.0**

Effective July 1, 2021: 2.0% General Wage Increase

Effective July 1, 2022: 2.0% General Wage Increase

Add new top step at 3.5% above previous top step

Eliminate Step 1 from wage scale (Renumber steps accordingly)

Effective July 1, 2023: 2.0% General Wage Increase

**18. SAFE STAFFING: New Article 31.3**

**There shall be a minimum of two (2) library employees assigned to work on each floor of the library at all times in order to provide a safe environment for staff and patrons. This provision will take effect upon the opening of the library building at TBD. Safe staffing shall be a priority for the parties and programming shall be cancelled if necessary in order to meet safe staffing levels.**

**19. DURATION: Amend Article 32.0**

Except as otherwise provided, the Agreement shall be effective as of July 1, ~~2021~~ ~~2018~~, and shall continue in effect until June 30, ~~2024~~ ~~2021~~.

**20. HANDLING OF NEW ISSUES: New Article**

**X.1 Matters of collective bargaining import not covered by this agreement which is a proper subject of collective bargaining, including matters which would trigger an impact bargaining obligation, shall not be implemented without prior consultation and negotiation with the Union. Exceptions to this provision will be made for issues concerning emergency situations and compliance with state regulations.**

**X.2 In any matter not covered by this agreement, which is a proper subject of collective bargaining, the Union may raise the issue with the Employer for consultation and negotiation.**

**X.3 Being a mutual agreement, this agreement may be amended at any time by mutual consent.**

**21. JOINT COMMITTEES: New Article**

The parties shall form a joint labor-management committee in order to meet and collaborate around the issues of parking and public transportation. The parties share the goals of incentivizing employees to commute to work using public transportation as well as to alleviate and manage parking congestion around the library. To that end the parties will investigate solutions such as the MBTA Perq program, guest parking passes, as well as other potential tools. The JLMC will issue recommendations to the parties no later than January 1, 2022 and the parties will meet to discuss implementation.

  
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For the Employer

9/23/22  
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Date

  
\_\_\_\_\_  
For the Union

9.23.22  
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Date