

**AGREEMENT**

**between**

**Town of Lexington**

**and**

**Cary Memorial Library Staff Association  
Local 4928, MLSA, AFT-Mass, AFL-CIO**

**July 1, 2020 – June 30, 2023**

## TABLE OF CONTENTS

ARTICLE		PAGE
Agreement		2
Article I	Recognition	2
Article II	Union Dues / Initiation Fee	4
Article III	Grievance Procedure	5
Article IV	Management Rights	7
Article V	Military Service	7
Article VI	Jury Duty	8
Article VII	Probationary Periods	8
Article VIII	Unpaid Leave of Absence	8
Article IX	Job Posting	9
Article X	Paid Holidays	9
Article XI	Vacations for employees hired BEFORE 07/01/07	10
Article XII	Vacations for employees hired AFTER 07/01/07	11
Article XIII	Sick Leave	13
Article XIV	Personal Days	15
Article XV	Bereavement Leave	16
Article XVI	Parental / Family Medical Leave	16
Article XVII	Professional Leave Time	16
Article XVIII	Medical / Dental Insurance	18
Article XIX	Workers' Compensation	18
Article XX	Advanced Study and Reimbursement	19
Article XXI	Miscellaneous	19
Article XXII	Temporary Service in a Higher Position	21
Article XXIII	Employee Evaluation	21
Article XXIV	In-Service Training	22
Article XXV	Seniority, Layoff and Recall	22
Article XXVI	Workweek	23
Article XXVII	Wage Schedule	24
Article XXVIII	Health and Safety	25
Article XXIX	Direct Deposit	25
Article XXX	Duration	26
Appendix A – Family and Medical Leave Act		27
Appendix B – Wage Schedule Effective July 1, 2020		31
Appendix C – Wage Schedule Effective July 1, 2021		32
Appendix D – Wage Schedule Effective July 1, 2022		33

## **AGREEMENT**

Pursuant to the provisions of Chapter 150 E of the General Laws of Massachusetts, this Agreement is made by and between the Town of Lexington, a municipal corporation in Middlesex County, Massachusetts, hereinafter referred to as “the Employer” acting through its Town Manager, and Cary Memorial Library Staff Association, Local 4928, MLSA, AFT-Mass, AFL-CIO, hereinafter referred to as “the Union”, has as its purpose the promotion of harmonious relations and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and conditions of employment.

## **ARTICLE I RECOGNITION**

### **Section 1: Sole and Exclusive Bargaining Agent**

The Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours of work and other conditions of employment for all employees certified in Massachusetts Labor Relations Commission Case No. MCR - 4709 in the following classifications: all full time and regular part time library personnel employed at a library site, working eight (8) hours or more per two week pay roll period, including the following positions: librarians, branch librarians, library technicians, library associates, circulation supervisors, division heads, desk attendants, pages and other similar full-time and regular part-time positions, but excluding the Library Director, Assistant Library Director, Office manager/executive secretary, custodians, high school student pages, casual and seasonal employees, employees who work less than eight (8) hours per two week payroll period, retirees of the State of Massachusetts or any Massachusetts municipality, including the Town of Lexington, managerial and confidential employees and all other employees of the Town.

### **Section 2: Town Advice to New Employees**

The Town will notify all new employees at the time of employment that the Union is their bargaining representative.

### **Section 3: Definitions**

**Regular Full-Time Employees:** are scheduled to work a full department schedule thirty-seven (37) hours per week on a regular basis in a regular position. These employees are entitled to take advantage of the full range of benefits.

**Part-time qualified employees:** Employees hired to work twenty (20) or more and less than thirty-seven (37) hours per week. These employees are entitled to take advantage of the full range of leave benefits on a pro-rated basis. The Director may offer additional hours, without changing their part-time status or benefits, for a period of not more than twelve (12) weeks per employee per calendar year. Part-time qualified employees will also receive pro-rated longevity under Section 2 of Article XXVII Wage Schedule.

**Regular part-time employees:** Employees hired to work between fifteen (15) and nineteen (19) hours per week on a regular basis. These employees are entitled to take advantage of sick leave, vacation and holidays on a pro-rated basis. The Director may offer additional hours, without

changing their part-time status or benefits, for a period of not more than twelve (12) weeks per employee per calendar year.

### Professional and Para-Professional Employee Definitions

“Professional Librarian”, a staff member qualified by education, training or study and experience to practice library work in a position requiring knowledge of library materials and of library aims and techniques equivalent to that attained through graduation from a library school accredited by the American Library Association, with a Master’s degree in Library Science and eligible for certificate of professional librarianship issued by the MA Board of Library Commissioners.

“Para-professional Librarian”, a staff member who has a knowledge of library techniques and is able to engage in the necessary library routines involved in the acquiring and circulation of library materials but not qualified as a professional librarian.

Librarian: A Professional Librarian whose position does not generally require direct supervision of staff. In the absence of a Department Head, a Librarian may occasionally supervise staff and have administrative responsibility. This includes reference librarians, children’s librarians, and public service librarians.

#### Librarian II – Manager/Coordinator:

A Professional Librarian whose position requires some combination of direct supervision of staff, budget management, and/or community liaison functions. In the absence of a Department Head, a Librarian II may have administrative responsibility. Master’s degree in Library and Information Science or related field preferred.

Librarian – Department Head: Librarians with five years of public library experience and administrative experience. MLS required. This includes librarians with system-wide and administrative responsibility such as; Head of Youth Services and Head of Reference and Adult Services.

Library Technician: Non-professional position having the general title Library Technician. Typical assignments are at the circulation desks at the library. High school or Associates degree required. This includes part-time library technicians.

Library Technician II: Non-professional position having the general title Library Technician II. Typical assignments are at the circulation desks or assisting with library initiatives, technology, programs and events. Associate’s or Bachelor’s degree preferred.

Library Associate: Non-professional position having the general title Library Associate. Usually a specialized area of paraprofessional librarianship with assigned tasks related to departmental or cross-departmental initiatives. Associate positions require a combination of experience and specialized skills or activities. Associates or Bachelor’s degree preferred.

Adult Page: Non-professional position that shelves books and performs other duties as assigned. Adult Pages will not assume other bargaining unit position duties on a regular basis.

## **ARTICLE II UNION DUES/ INITIATION FEE**

### **Section 1: Non-discrimination**

Neither the Town nor the Union, nor their respective duly-authorized agents, shall discriminate against employees in the exercise of the right to self-organization; to form, join or assist any employee organization; to bargain collectively through representatives of their own choosing on actions of wages, hours, and other conditions of employment; and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, free from actual interference, restraint or coercion, all in accordance with the provisions of said Chapter 150E. Except as otherwise expressly provided herein, the freedom of such employees to assist the Union shall be recognized as extending to participation in the management of the Union, provided that such participation is other than during working hours and does not interfere with the employee's work.

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

The Union shall be responsible for representing the interest of all employees in classifications covered by this Agreement without discrimination and without regard to membership in the Union.

### **Section 2: No Strike or Work Stoppages**

The Union agrees that neither it nor any of its officers or representatives will call, engage in, induce, encourage, instigate, authorize, sanction, or ratify any strike, work stoppage, slowdown, or withholding of services by any employees of the Town of Lexington, nor shall any employee or employees in any employment covered by this Agreement engage in, induce or encourage any such strike, work stoppage, slowdown, or withholding of services.

### **Section 3: Authorization for Union Dues**

Upon receipt by the Employer of a signed voluntary authorization by an employee, the Employer agrees to deduct the initiation fee (if any) and bi-weekly Union membership dues which may be duly levied by the Union from the pay of said employee and remit the aggregate to the Treasurer of the Union together with a list of employees from whose pay said dues have been deducted. Such remittance shall be made by the 10th day of the next succeeding month. An authorization may be revoked by the employee by sending a signed written notice thereof to the Town Treasurer, such revocation to take effect sixty (60) days after receipt thereof. The Employer shall send a copy of the revocation to the Union. It is the responsibility of the Union to provide the authorization forms and to have them executed by an employee.

Section 4: Authorization of Payroll Deduction

Section a. The following form for authorization of dues shall be used.

**AUTHORIZATION FOR PAYROLL DEDUCTION**

BY:

(PRINT NAME OF EMPLOYEE)

TO: TOWN OF LEXINGTON

(PRINT NAME OF EMPLOYER)

Effective \_\_\_\_\_ (date) I hereby request and authorize you to deduct from my earnings each bi-weekly pay period the current amount of dues as established by the Union. This amount shall be paid to the Treasurer of the MLSA, AFTMA, AFT, AFL-CIO. These deductions may be terminated by me giving you sixty (60) days written notice in advance, or upon termination of my employment.

(Employee's Signature)

(Employee's Address) (Employee's Phone)

Section 5: Indemnification

The Union shall indemnify and save the Employer harmless against any claim, demand, suit or other form of liability that may arise out of or by reason of action taken by the Employer for the purpose of complying with this Article.

**ARTICLE III**

**GRIEVANCE PROCEDURE**

Section 1: Definition

A grievance shall mean that there has been a complaint by an employee, group of employees or the Union, a violation, misinterpretation, or inequitable application of any provisions of this Agreement.

Section 2: Vision

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

Section 3: Forms

Forms for filing grievances have been jointly prepared by the Library Administration and the Union and given appropriate distribution to facilitate the grievance procedure.

Section 4: Procedure

Since it is important that grievances be processed as quickly as possible, the number of

days indicated at each level shall be considered as maximum, and every effort should be made to expedite the process. The limits specified may however be extended by mutual agreement.

For the purpose of this article, only those days that fall on or between Monday and Friday shall constitute a workday.

**Level One:** An employee with a grievance will first discuss it with his or her immediate supervisor either directly or through a representative of the Union with the objective of resolving the matter informally. In the case of an employee's discharge or suspension, a grievance may be immediately submitted at Level 2 of this grievance procedure.

**Level Two:** If the aggrieved employee is not satisfied with the disposition that has been made within ten (10) workdays after presentation of the grievance, he or she may file the grievance in writing to the Director of the Library. The written grievance shall be filed with the Director of the Library within five (5) workdays after the decision at Level One or within fifteen (15) workdays after the grievance was first presented at Level One, whichever is sooner.

The Director of the Library will represent the Employer at this level of the grievance procedure. Within ten (10) workdays after the written grievance has been filed, the Director will meet with the aggrieved employee(s) in an effort to resolve it. If the employee(s) does not file a grievance in writing with the director within thirty (30) days after the employee knew or should have known of the act or condition on which the grievance is based then the grievance will be considered as waived.

**Level Three:** If the aggrieved person is not satisfied with the disposition of his or her grievance at Level Two that was made within ten (10) workdays after his or her first meeting with the Director, the employee(s) may file the grievance with the Town Manager or his/her designee, within five (5) workdays after the response of the Library Director is due. The Town Manager, or his/her designee, shall meet with the aggrieved employee and transmit his/her written decision within twenty (20) workdays after the receipt of the written statement of the grievance.

**Level Four:** In the event that the grievance shall not have been disposed of after Level 3, the aggrieved, within thirty (30) days after the decision of the Town Manager, or his/her designee, is due, may request arbitration by the American Arbitration Association in accordance with its Voluntary Labor Rules.

The arbitrator's fees and the reasonable expenses of the arbitrator and the conduct of the hearing or hearings shall be shared equally by both parties except that each party shall bear its own expenses for the presentation of this case. The Union recognizes that no more than three members of their Executive Board and the aggrieved shall be present at the arbitration hearing on Town time. The decision of the Arbitrator shall be final and binding.

**ARTICLE IV  
MANAGEMENT RIGHTS**

Delivery of services to the public in the most efficient effective and productive manner is of paramount importance to the Employer and the Union. Such achievement is recognized to be a goal of both parties as they perform their respective roles and meet their responsibilities.

The Town is a public body established under and with powers provided by the General Laws of the Commonwealth of Massachusetts and nothing in this Agreement shall derogate from the powers and responsibilities of the Town under the General Laws or rules and regulations of the Commonwealth. The Town, its Town Manager, the Trustees and the Director of the Library reserve and retain those rights, powers, and duties it now has, may be granted or have conferred upon it by the General Laws of the

Commonwealth to the town, and Massachusetts General Laws, Chapter 78, Libraries, § 7 – 13, 19A, 19B, 22, 29, 30, 31, 32, 33, 34.

The Town and the Trustees of the Library reserve and retain all rights and authority not expressly abridged by the specific provisions of this Agreement. Specifically these rights include but are not limited to the right to determine library hours; any library branch location; library technology; employee work schedules; use of pages and part-time employees; promotions; staffing and work assignments; to discipline, suspend or discharge employees for just cause; to relieve employees from duties because of lack of work or other legitimate reason; to maintain the efficiency of the operations entrusted to them; to determine the method, means, and personnel by which such operations are to be conducted; and to promulgate reasonable rules and regulations.

The parties recognize that the Director of the Library, as the Chief Executive Officer of the Board of Trustees, shall continue to act as the administrator of Board policies and powers. Nothing herein contained shall be interpreted to limit or restrict the discretion and authority inherent in the office of the Director of the Library (except insofar as said powers may be expressly restricted by the terms of this Agreement).

**ARTICLE V  
MILITARY SERVICE**

**Section 1: Reinstatement Following Military Service**

Employees will be granted paid leave of absence to participate in an annual tour of military duty. The Town will compensate the employee for the difference between their military pay and the amount they would have received had they not been on leave.

**Section 2: Benefits Determination**

All length of service benefits, including salary, sick leave, and vacation, will be computed as if the employee has not left the Town service.



**ARTICLE VI  
JURY DUTY**

The Town has a policy of allowing employees to serve their communities by participating in jury duty in accordance with Massachusetts State Law. To encourage this participation, the Town provides protection against loss of income during required jury duty service. All employees will be granted the necessary time off to fulfill their duty. Employees will be paid their regular wage/salary during the period required for such service, less any stipend paid to the employee for serving jury duty. Upon return from duty, the employee must give both the service receipt and check provided by the court to his/her department head. If an employee is released early from jury duty on any given day and can work at least four hours, he/she must return to work.

**ARTICLE VII  
PROBATIONARY PERIODS**

**A) Sec. 1: Original Appointments:** All employees shall serve a 180 calendar day probationary period during which such employees may be discharged at any time for any reason at the sole discretion of the employer. The Director may extend the probationary period for up to three (3) months if necessary.

Sick leave accrual is earned after the completion of one (1) calendar month of employment.

**B) Sec. 2: Promotions:** All promotions of permanent Library employees from one grade to a higher grade in the same class of positions, or from one class of positions to a higher class of positions shall be subject to the following probationary periods:

Professional positions, ninety (90) calendar days;  
Non-professional positions, ninety (90) calendar days.

Employees who receive a promotion are subject to a 90 calendar day probationary period, with the option to return to their former position and pay grade during that timeframe. In the case of an employee who is serving in a position on a temporary basis, who is then appointed to a permanent position, the probationary period shall commence as of the date he or she first assumed the duties of the position on the temporary basis.

**ARTICLE VIII  
UNPAID LEAVE OF ABSENCE**

**Section 1:** After satisfying the Probationary Period, employees may be granted an unpaid leave of absence for up to three (3) months. Requests for a leave of ten (10) working days or less may be approved by the Library Director. The Director must notify the employee of his/her decision to grant the leave within fourteen (14) calendar days of the request. If the Director does not respond within fourteen (14) calendar days, the leave shall be granted.

**Section 2:** Requests for leave of more than ten (10) working days shall be initially considered by the Library Director, and forwarded with a recommendation to the Town Manager for final approval. Employees must exhaust all personal and vacation leave before being placed on unpaid

leave. While on unpaid leave, employees will not accrue other leave benefits and the amount of time spent on leave shall not be included in computation of continuous service, but shall not be deemed to be a break in service. All requests for a leave of absence must be made in writing.

Section 3: The employee must return from their unpaid leave at the designated date in order to be guaranteed a position in the same classification.

## **ARTICLE IX JOB POSTING**

### Section 1: Notice

Sufficient notice shall be given when an employee resigns or retires. Full time employees shall provide notice four (4) weeks in advance. Part time employees shall provide two (2) weeks notice.

### Section 2: Vacancy

A vacancy in a bargaining unit position occurs when an incumbent leaves an existing position or when a new position is created.

### Section 3: Posting

If a vacancy occurs in any position covered by this Agreement, the Town will post the position in each library building for a period of ten (10) working days. Such postings will contain a description of the duties of the position, requisite qualifications, hours and salary. Employees covered by this Agreement may apply and be considered for any vacancy or new position.

## **ARTICLE X PAID HOLIDAYS**

### Section 1: Holidays

The following days shall be recognized:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
President's Day	Columbus Day
Patriot's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Day

### Section 2: Full Time Employees

#### 2a. Paid Holiday

Full-time staff receive a paid holiday for each of the holidays listed above when it falls on a day the staff person is regularly scheduled to work.

2b. Holiday Leave

Full-time staff receive a compensatory holiday leave day for each of the holidays listed above when it falls on a staff person's scheduled day off. Said compensatory holiday leave day shall be taken within seventy-five (75) days of the holiday.

Employees are entitled to either a paid holiday or holiday leave for each holiday listed above.

Section 3. Part-Time Benefits Eligible Employees

3a. Paid Holiday

Part-time Benefits Eligible staff receive a pro-rated paid holiday for each of the holidays listed above when it falls on a day the staff person is regularly scheduled to work.

3b. Holiday Leave

Effective January 1, 2015, part-time Benefits Eligible staff receive a pro-rated compensatory holiday leave day for each of the holidays listed above when it falls on a staff person's scheduled day off. Said compensatory holiday leave day shall be taken within seventy-five (75) days of the holiday.

Employees are entitled to either a pro-rated paid holiday or pro-rated holiday leave for each holiday listed above.

Section 4 Holiday Notification

The Library Director shall confirm in a memo to all staff the holiday schedule for the coming calendar year.

Section 5 Easter Closure

The Library shall be closed on Easter. This is not considered a paid holiday and employees will not be scheduled to work on that day.

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

Section 1: Vacation Allowances

For the purpose of this Article, a week is defined as thirty seven (37) hours for full time employees.

Full-Time Professional Library Employees:

All full-time professional library employees shall receive four (4) weeks of vacation per year after 1 year of service. All full-time professional library employees are entitled to a paid vacation based on the length of continuous full-time service with the Town:

<u>Length of service</u>	<u>Vacation</u>
6 months to 1 year	2 weeks
1 to 20 years	4 weeks
More than 20 years	5 weeks

Part-Time Professional Library Employees:

All part-time professional employees who work fifteen (15) hours or more per week and whose hours of work follow a regular schedule shall be granted four (4) weeks of vacation per year after 1 year of service pro-rated to their hours of work.

**Full-Time Para-Professional Library Employees:**

Effective 01/01/2015, all full-time para-professional employees are entitled to a paid vacation based on the length of continuous full-time service with the Town:

<u>Length of Service</u>	<u>Vacation</u>
6 months to 1 year	2 week
1 to 20 years	4 weeks
More than 20 years	5 weeks

**Part-Time Para-Professional Library Employees:**

Effective 01/01/2015, all part-time para-professional employees who work fifteen (15) hours or more per week and whose hours of work follow a regular schedule shall be granted vacation weeks on the same schedule as full-time paraprofessional employees pro-rated.

**Section 2: Vacation Accumulation**

Employees may carry over up to five days of vacation time by petitioning their supervisor in writing before the end of the calendar year. Additional carry over requests shall be approved by the Town Manager upon recommendation of the Library Director if there are extenuating circumstances. Any vacation time that is carried over must be scheduled at such time as will cause the least interference with regular library operations.

**Section 3: Vacation Notice**

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

**Section 4: Vacation Buyback**

Full-time employees and those part-time employees who earn vacation leave may opt to sell back up to five (5) days of vacation time to the Town. Vacation buyback will be paid in December of each year.

Employees must have completed their probationary period to participate in the vacation buyback program.

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

**Section 1: Vacation Allowances**

For the purpose of this Article, a week is defined as thirty seven (37) hours for full time employees.

**Full-Time Professional Library Employees**

Employees hired after July 1, 2007 will earn vacation accrual according to the following table:

- During the first 12 months accrue 6.16 hours per month

- At 13 months of continuous service accrue 12.33 hours per month
- At 240 months of continuous service accrue 15.42 hours per month

#### Part-Time Professional Library Employees

All part-time professional employees who work fifteen (15) hours or more per week and whose hours of work follow a regular schedule shall be granted vacation weeks on the same schedule as full-time professional employees, prorated.

#### Full-Time Para-Professional Library Employees

Effective January 1, 2015, employees hired after July 1, 2007 will earn vacation accrual according to the following table:

- During the first 12 months of continuous service accrue 6.16 hours per month
- At 13 months of continuous service accrue 12.33 hours per month
- At 240 months of continuous service and beyond accrue 15.42 hours per month

#### Part-Time Para-Professional Library Employees

All part-time paraprofessional employees who work fifteen (15) hours or more per week and whose hours of work follow a regular schedule shall be granted vacation weeks on the same schedule as full-time paraprofessional employees pro-rated.

#### Section 2: Vacation Accumulation

Accrued vacation time shall not exceed 25 days unless approved in writing by the Town Manager. Once an employee accrues 25 days of vacation they will stop accruing additional vacation time each month until said level of unused vacation falls below 25 days.

#### Section 3: Vacation and Probationary Period

All employees begin accruing vacation immediately.

#### Section 4: Vacation Notice

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

Vacation time may be taken on any day of the defined workweek.

#### Section 5: Probationary Period Employees

Employees who are in their probationary period may request vacation leave. The amount of vacation leave requested and granted shall not exceed the balance in the employee's vacation leave accrual.

#### Section 6: Vacation Buyback

Full-time employees and those part-time employees who earn vacation leave may opt to sell back up to five (5) days of vacation time to the Town. Vacation buyback will be paid in December of each year.

Employees must have completed their probationary period to participate in the vacation buyback program.

## **ARTICLE XIII SICK LEAVE**

### **Section 1: Notification**

When an Employee finds it necessary to be absent due to illness, the employee or his/her representative shall notify as soon as possible the Director of the Library or person designated by the Director. Unless there are unforeseen or extenuating circumstances, employees who fail to give such notice shall not be allowed to use sick leave for that absence. The Director may require the presentation of a doctor's certificate after an employee takes three (3) consecutive sick days.

### **Section 2: Sick Leave Allowance**

Sick leave shall be granted for personal illness, medical appointments or family illness and may be taken in no less than one-half (1/2) hour increments.

Regular full-time employees earn nine and one quarter (9 ¼) hours of sick leave for each calendar month worked, up to a total of one hundred eleven (111) working hours each year. Unused sick leave accumulates from year to year to a maximum of nine hundred ninety-nine (999) hours. Sick leave compensation is paid only when the employee is ill and unable to perform his/her job or he/she is utilizing accrued sick leave for qualifying circumstances to care for a dependent. Part-time employees who are regularly scheduled to work fifteen (15) hours or more per week are allowed sick leave on a basis prorated against a thirty-seven (37) hour workweek.

Upon termination of employment, employees shall not be entitled to any direct payment for unused sick leave.

This section shall not apply to Section 6: Sick Leave Incentive.

### **Section 3: Sick Leave/Worker's Compensation**

Employees receiving compensation under the provisions of the Workers Compensation Law may draw on accumulated sick leave while it lasts to make up the difference in the regular weekly pay of an employee while receiving Workers Compensation.

### **Section 4: Transfers**

When an employee is transferred to another Town department, any unused sick leave accumulated to her/his credit shall be available for his/her use as necessary.

### **Section 5: Sick Leave Bank - CARY LIBRARY**

A Sick Leave Bank shall be available for use by eligible employees of the library staff covered by this agreement. Eligible employees are those employees who are regularly scheduled to work at least fifteen (15) hours per week. Eligible part-time employees using the sick bank shall receive time on a pro-rated basis.

- a. Effective July 1, 2018, the Sick Leave Bank shall be seeded with 2000 hours previously donated by the Library Staff to the Sick Leave Donation Program. Applications for use of the Sick Leave Bank will be provided by the Library Director.
- b. When the Bank falls below 180 days (1350 hours), each full-time employee of the Association shall contribute seven hours of their personal accrued sick leave to the Bank. Part-time employees shall contribute 3.5 hours.
- c. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of five (5) employees. Two (2) employees shall be designated by the Library Director to serve at his/her discretion and three (3) employees shall be designated by the Cary Library Staff Association, MLSA, AFTMA, AFT, AFL-CIO. The Sick Leave Bank Committee shall determine the use of the Bank and the amount of leave to be granted within the guidelines below in Section f.
- d. Bank days are to be specifically restricted to employees for their personal prolonged serious illness, off-duty injury or medical condition and are not intended for any other purpose such as to permit the employee to stay home and care for a family member.
- e. The following criteria shall be used by the Sick Leave Bank Committee in administering the Sick Leave Bank in their determination of eligibility and amount of leave:
  1. Adequate medical evidence of serious illness.
  2. Prior utilization of sick leave.
  3. Length of service to the Town of Lexington
  4. Prior utilization of the Sick Leave Bank.
- f. An employee may be eligible for a withdrawal of sick days from the Bank to be deposited into their sick leave account under the following terms and conditions:
  1. The recipient must have exhausted all other available paid leave, including sick leave, vacation, personal days and, if applicable, compensatory time.
  2. All Sick Leave Bank Requests will be reviewed by the Library Director before submission to the Sick Leave Bank Committee which will review the request to confirm the employee's inability to report to work due to a prolonged serious illness, medical condition or off-duty injury as well as a return to work prognosis and will then make an eligibility determination.
  3. The recipient will be eligible for no more than a maximum of sixty (60) Bank days per rolling twelve (12) month period, in increments of no more than 20 days per review by the Sick Leave Bank Committee, and the final 20 day allotment shall require Town Manager approval.
  4. Employees hired before 7/1/2007 will not accrue credit for vacation or personal days while on the Bank and, only after having returned to work for a full continuous calendar month of service, will future (January 1) vacation and personal days be allocated and then, only on a prorated basis to reflect actual time on Bank status.
  5. The amount of time spent on extended sick leave shall not be included in computation of continuous service, but shall not be deemed to be a break in service. Use of Sick Bank days shall change the employee's step date for the purpose of step increases and longevity.
  6. While on Bank Status, the recipient will not accrue 1.25 sick days per month.
  7. Sick leave provided under this section will be treated as normal income and be subject to the same taxes and deductions that apply to the recipient's regular wages.

- g. The decisions of the Bank Committee, the Library Director and the Town Manager with respect to all aspects of administration of this benefit program and contract section shall be final and binding and not subject to the grievance and arbitration provisions of this contract, unless it is shown that the decision is arbitrary or capricious

**Section 6: Sick Leave Incentive Program**

Regular full-time employees will receive a one-time employee attendance incentive payment of \$3,000 upon retirement from the Town of Lexington (except disability retirement), if they have met the following criteria during the 36 months preceding that retirement:

1. Have maintained 888 hours of unused sick leave; and
2. Have met or exceeded the sick leave performance standard, which shall not exceed 37 hours annually. An employee's donation to the bank shall not be held against the sick leave performance standard.

Retirement shall be defined as when an employee leaves service from the Town of Lexington and immediately receives a pension from the Town of Lexington.

Exceptions will be made only for those employees who had a history (during the most recent 48 consecutive months) of meeting or exceeding the sick leave performance standard and who would have qualified for the attendance incentive payment but for a serious, unexpected and unplanned off-duty injury, illness or medical condition that includes overnight hospitalization and/or surgery and recovery that resulted in not meeting the acceptable sick leave performance standard in one of the last three years (36 months). Employees not meeting the performance standard because of unique circumstances may receive the incentive payment if approved in writing by the Town Manager or designee.

**ARTICLE XIV  
PERSONAL DAYS**

Full time employees may have up to 24 hours of paid leave per calendar year to conduct personal business. This leave is granted at the discretion of individual department heads. Personal leave does not accumulate from year to year. It cannot be taken as compensation upon termination of employment. Personal days can be taken in half hour increments.

New employees will have their Personal Leave pro-rated in their first year of employment based on the following hire dates:

Hire date January 1 to June 30	24 Personal Hours
Hire Date July 1 to September 30	16 Personal Hours
Hire Date October 1 to December 31	8 Personal Hours



## **ARTICLE XV**

### **BEREAVEMENT LEAVE**

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

## **ARTICLE XVI**

### **PARENTAL/FAMILY MEDICAL LEAVE**

#### Section 1: Parental Leave

Per M.G.L. Chapter 149 Section 105D, an employee who has successfully completed three (3) months of employment with the Town shall be entitled to eight (8) weeks of parental leave for the purpose of birth of a child or for the placement of a child under the age of eighteen (18), or under the age of twenty-three (23) if the child is mentally or physically disabled, for adoption with the employee who is adopting or intending to adopt the child; provided, however, that any two (2) employees of the same employer shall only be entitled to eight (8) weeks of parental leave in aggregate for the birth or adoption of the same child. The employee shall give at least two (2) weeks' notice to his/her supervisor of his/her anticipated date of departure and intention to return, and shall be restored to his/her previous, or a similar, position with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of the leave. Parental leave may be extended up to a total of sixteen (16) weeks.

The Town offers employees who are out on Parental Leave the option to take accrued sick, vacation, personal or comp days during the initial eight (8) weeks. After the initial eight (8) weeks of leave, an employee may not use accrued sick time, but may continue to use any accrued vacation, personal and/or comp days for the remainder of their leave.

While on unpaid parental leave, employees will not accrue other leave benefits and the amount of time spent on leave shall not be included in the computation of continuous service, but shall not be deemed to be a break in service. Use of unpaid parental leave shall change the employee's step date for the purpose of future salary step increases and longevity payments.

#### Section 2: Family Medical Leave Act

See Appendix A – Family and Medical Leave Act.

## **ARTICLE XVII**

### **PROFESSIONAL LEAVE TIME**

#### Section 1: Authorization

Consistent with the needs of the Library, the Director and/or the Trustees may authorize employees to attend professional conferences. An employee's request to attend a professional meeting must be made in writing to the Director at least two (2) weeks

before the date of the meeting, and the Director's approval must likewise be in writing. The Director may waive the notice in unforeseen circumstances.

### Section 2: Professional Leave Time

When an employee attends a professional meeting with the prior approval of the Director, such attendance shall be compensated as for time worked as follows: If the professional meeting is held during the employee's regular working hours, the employee may attend without loss of pay; if held outside the employee's regular working hours, the employee shall be entitled to receive pay or compensatory time off, at the employees' discretion.

### Section 3: Professional Leave Expenses

Employees who have been assigned a procurement card may pay vendors directly for travel-related costs using the procurement card process. In the event there is not an appropriate mechanism for the Town to be billed directly, employees may use personal credit cards for acceptable travel costs.

Out-of-state employee business travel must be pre-approved by the Department Manager, or the Town Manager in the case of Senior Managers, on a *Claim for Travel/Mileage Reimbursement Form*.

Original detailed receipts are required for all travel transactions and must be submitted to the Finance Department on a *Claim for Travel/Mileage Reimbursement Form (Appendix A)*. Receipts must indicate the date and time, location, amount paid, and business purpose (handwritten by employee). Credit card receipts are not acceptable without the back-up detailed receipts.

Travel expenses incurred in a prior fiscal year shall not be eligible for reimbursement unless funds were encumbered to cover such costs.

The Town will reimburse for mileage, tolls and parking fees for employees who drive their personal vehicles while on approved municipal business. Reimbursement is paid once the employee has submitted the *Claim for Travel/Mileage Reimbursement Form* along with original receipts for tolls and parking.

Mileage shall be reimbursed at the applicable IRS rate for the trips defined above, but will also include trips within the Town of Lexington for the purpose of conducting daily Town business.

The meal reimbursement shall be limited to \$50 per day for all meals, inclusive of taxes and tip. Any amount in excess of \$50 per day shall not be reimbursed. Meals for partial day travel will be reimbursed at:

- a) \$10 for travel through 11:00 a.m.
- b) \$25 for travel through 1:00 p.m.
- c) \$50 for travel through 6:00 p.m.

Original meal receipts showing a detailed breakdown of items purchased must be provided to the Finance Department along with the credit card receipts.

Ancillary events directly related to municipal business travel, such as banquets, special luncheons, etc., not included in the program registration will be reimbursed with proper documentation.

Conference sponsored events for the sole purpose of entertainment shall not be reimbursed.

If an employee is required to obtain overnight accommodations while on business travel, reimbursement will cover only the employee's cost of lodging. Ancillary costs for additional travel companions are not eligible for reimbursement.

Employees who violate travel policies will be held responsible for their actions. Consequences of disregarding the Town travel regulations may include revocation of travel privileges, reparation of reimbursement payments, suspension or termination. Moreover, improper documentation of otherwise valid travel expenditures creates the appearance of fraud, waste or abuse and may result in similar consequences. Misrepresenting expenses and intentionally submitting false claims is fraudulent and could result in criminal penalties.

## **ARTICLE XVIII MEDICAL/DENTAL INSURANCE**

### **Section 1: Medical Insurance**

Pursuant to the provision of MGL Chapter 32B Section 19, the Town and the Union hereby agree that the provision for health insurance shall be negotiated through the Coalition Negotiation Subcommittee and the Town.

### **Section 2: Dental Insurance**

Pursuant to the provision of MGL Chapter 32B Section 19, the Town and the Union hereby agree that the provision for dental insurance shall be negotiated through the Coalition Negotiation Subcommittee and the Town.

### **Section 3: Pre-Tax Flex Spending Account**

The Town will make available a pre-tax flexible spending account for any employee for dependent care and non-reimbursable medical expenses in accordance with Section 125 of the IRS code.

## **ARTICLE XIX WORKERS' COMPENSATION**

Section 1: When a member of a bargaining unit suffers an illness or injury, which arose out of and in the course of his/her employment with the Town, he/she shall be provided worker's compensation benefits in accordance with MGL Chapter 152, and pursuant to the following provisions.

Section 2: The Town reserves the right to require the employee to seek medical treatment at a medical facility designated by the Town.

Section 3: Employees receiving benefits under the provisions of MGL Chapter 152 may draw on accumulated sick leave to make up the difference between regular weekly wages and worker's compensation benefits.

## **ARTICLE XX**

### **ADVANCED STUDY AND REIMBURSEMENT**

#### **Section 1: Tuition Reimbursement**

Tuition reimbursement may be available each fiscal year by the Library Board of Trustees, using funding secured from non-municipal sources. Provided funding is available, tuition reimbursement shall be available to full-time employees for 75% of the cost of each course up to an annual cap that is determined prior to the start of each fiscal year. This cap may be lowered at any time due to a lack of available funds, or when the number of staff drawing this benefit exceeds available funding. The reimbursement shall be provided for classes completed on campus or through distance learning that are finished with a grade of B or better. Classes must be related to the staff member's employment and must receive prior approval from the Library Director to qualify. Full-time employees who have been employed by the Library for at least one year may receive the benefits described in this section of the article.

#### **Section 2: Scheduling**

At the discretion of the Library Director any employee may be granted time off from his or her duties to take or continue to take courses of study in library science or other library-related courses of study for the purpose of acquiring or of increasing his or her professional ability when consistent with the availability of funding. The Board may also, at their discretion, grant not more than two (2) hours of leave with pay during each week if such employee is taking said course(s) of study. Travel time to and from the school where such courses of study are taken shall be included in the said two (2) hours of leave with pay.

## **ARTICLE XXI**

### **MISCELLANEOUS**

#### **Section 1: Bulletin Boards**

The Library Director agrees to make space available to the Union on bulletin boards located in non-public areas of the library for the purposes of posting routine Union notices, circulars, and other materials relating to union business.

#### **Section 2: Union Representatives**

A written list of Union Representatives (chapter chairpersons) shall be furnished to the Town immediately after their designation and the Union shall notify the Town of any changes.

#### **Section 3: Personnel File**

The employee shall have the right upon request at reasonable times to examine their personnel file and to have a copy of any material in it (a reasonable copying charge may be required). The employee will receive a copy of their personnel file within five (5) working days.

#### **Section 4: Closings**

**Emergencies:** In the event of an emergency closing, those employees scheduled to

work will be compensated for the hours that the library is closed. If the Library closes for only part of the day and then reopens, employees who are scheduled to work are expected to report for the remaining hours of their shift on that day.

Temperature: When the temperature in an indoor work area reaches 83°F or drops to less than 62° F, affected employees shall either be relocated or allowed to leave, at the employer's option, without loss of pay. However, in those instances where a temperature lower than 62°F or higher than 83°F occurs at the opening of business, neither of the actions mentioned above will be taken for 60 minutes from the start of the business day to allow the Library to correct the problem causing the low or high temperatures. The Library Administration will be responsible for determining the temperature in areas of the main library.

When the outdoor temperature reaches 90°F, outdoor programming will be moved indoors or will be rescheduled. This shall not apply to core services where outdoor exposure is intermittent.

Inclement Weather: In the event of inclement weather, the Library will open at their regular posted hours, unless determined otherwise by the Director. If the Director determines that Cary Library shall be closed for any portion of the day, all staff scheduled to work those hours shall be paid for the time the Library is closed.

In determining whether to open or close Cary Library the Director will use the following protocol:

1. Before 6 a.m. the Director will contact the Department of Public Works to review weather conditions, and determine the town's ability to plow and maintain the Library parking lots, including the off-site employee lot.
2. If the Director decides to close, an announcement will be placed on the public telephone system of Cary Library by 7:00 a.m. followed by an e-mail notification to employees. Email shall suffice in the event the phone service is experiencing difficulties. If no announcement is made by 7:00 am, employees are to assume that the library is open.
3. Library employees are responsible for checking either the voice mail or e-mail system to determine their work status.

#### Section 5: Car Allowance

All employees who are assigned to use their personal automobiles during their scheduled hours of work for library purposes, shall be reimbursed at the rate consistent with the IRS rate.

#### Section 6: Membership Dues

The Board of Trustees will reimburse all professional librarians and Department Heads for a membership in one of the following organizations: American Library Association, Massachusetts Library Association, and the New England Library Association. The Board of Trustees will reimburse full-time paraprofessionals for membership dues in one of the following professional organizations; Massachusetts Library Association or the New England Library Association.

#### Section 7: Existing Conditions of Employment

While the Town's Administrative Directives are applicable to all employees of the Town of Lexington, the provisions of this collective bargaining agreement prevail over those sections of the Directives that are subject to negotiation (i.e. discipline). Any changes made to the Administrative Directives that apply to sections that are subjects of bargaining will be negotiated with the Union, if the Union so chooses.

#### Section 8: Mailboxes

Mailboxes or email accounts at the Library shall be provided to all bargaining unit members.

#### Section 9: Volunteers

The volunteer program will continue according to established past practice in the Cary Memorial Library. Presently, the volunteer program includes the Friends of the Library Shelf Sleuth program; tax work-off program; high school community service, and court ordered service. Volunteers do not provide direct service to the public unlike library staff. Volunteers may be utilized for special projects on a case-by-case basis with the approval of the Union, which will not be unreasonably denied.

#### Section 10: Swim Tags

Employees who work twenty (20) hours a week are eligible to receive discounted swim tags.

### **ARTICLE XXII**

#### **TEMPORARY SERVICE IN A HIGHER POSITION**

- a) Sec. 1: Whenever a vacancy exists in any position covered by this Agreement and an employee in a lower grade and salary is assigned by the Director to cover the vacancy on a temporary basis, the employee so assigned shall receive the compensation of the higher-graded position's lowest step that would involve an annual increase in pay of at least \$100 over the employee's current salary. This compensation would continue while the employee performs satisfactorily in the higher grade until such temporary service is terminated.
- b) Sec 2. If permanently appointed to the position, the employee will remain at the step he/she was receiving on a temporary basis. His/her new step date will be the date originally appointed on the temporary basis.

### **ARTICLE XXIII**

#### **EMPLOYEE EVALUATION**

##### Section 1: Evaluation

A performance evaluation of all employees of the Library shall be made at least annually by their supervisors. Employees will be given a written copy of their evaluation reports and will have the right to discuss such reports with their supervisors including the Library Director. Evaluations will be conducted in a confidential manner. The evaluation reports will then be placed in the employee's personnel files.

Employees shall be evaluated in the following manner:

- Each employee must be aware of the expectations of their particular position. Therefore, a current job description will be the basis for the employee's primary activities and duties.
- The supervisor and the employee will mutually determine goals and actions necessary to achieve them and such shall be recorded.
- Annually, a formal evaluation of the employee will be conducted by the supervisor with full knowledge of the employee.

**Section 2: Time frame**

Evaluations shall be completed sixty (60) days before the employee's anniversary date. Failure to evaluate an employee sixty (60) days before their anniversary date will not delay any scheduled step increase.

**ARTICLE XXIV**

**IN-SERVICE TRAINING**

**Section 1: In-service training**

At least three (3) in service training mornings will be scheduled each year. All staff will be required to attend, unless his or her absence is approved by the Director or Assistant Director. The mornings will be used to train the staff in new policies, procedures, and technologies and/or for staff education or communication. This day will be scheduled in advance so all employees and the public will have sufficient notice.

**Section 2: Attendance at workshops/meetings**

To ensure recurring training on library systems, all full-time and part-time employees who work fifteen (15) hours per week or more, excluding pages, will attend at least two (2) workshops offered by the Minuteman Library Network or other appropriate entity. All Department Heads will also attend a conference held by a national, state, or regional organization every two (2) years, with the approval of the Director and depending upon the availability of funds. All employees will be required to share the information distributed at these meetings with the library staff. Employees may discuss the training or meeting at an in-service training day, individual department meetings, e-mail staff, or distribute a report and place it in the staff room.

**ARTICLE XXV**

**SENIORITY, LAYOFF AND RECALL**

**Section 1:** "Seniority" shall mean length of continuous service computed from the date of original employment in the town. Probationary periods, temporary service in a higher position, authorized leave(s) of absence and changes within classification shall be included in computing an employee's length of service. Authorized leaves of absence shall not be used in computing longevity.

**Section 2:** If a reduction in force should occur, the Employer will determine who will be laid off by first considering retirements, resignations, and leaves of absence. If a reduction in force should occur, the Town will determine who will be laid off by giving consideration to the professional background, qualifications, specialization, and other relevant factors.

When the results are reasonably equal, length of service with the Library will be given preferential consideration.

Section 3: An employee whose position is abolished, as a result of a reduction in force will be given an opportunity to return to a previously held position in a lower classification.

Section 4: The Union shall be notified in writing as soon as the Employer decides that layoffs will occur. The Union shall be given the names of all employees who are scheduled to be laid off, the dates they were hired, and the date that the layoffs are scheduled to take effect.

Section 5: Laid off employees will remain eligible for re-hire for up to twelve months. Notification will be made by certified mail allowing for a seven (7)-calendar day response time. After the seven days have elapsed the open position(s) will be posted both internally and externally. No new employee shall be hired while an individual who is qualified for an open position within the same job title has recall rights. Recall will be on the basis of seniority, subject to the individual being qualified and experienced in the job title. Employees who are recalled will be credited with prior continuous service for the purpose of seniority, and shall be afforded all rights and benefits they held prior to being laid off.

## **ARTICLE XXVI**

### **WORKWEEK**

#### Section 1: Workweek

The regular workweek for full time employee shall be thirty-seven (37) hours scheduled in five (5) working days. The regular workweek shall include Saturday but not Sunday. An employee who is scheduled to work a full working day of at least seven (7) hours, shall be allowed an unpaid duty-free one hour lunch period, and a fifteen (15) minute rest period during each one-half (1/2) day.

An employee working less than a full day but four (4) hours or more will be granted one fifteen (15) minute break.

#### Section 2: Saturday-Shift Differential

Effective July 1, 2015, a \$3.00 per hour shift differential will be paid to employees assigned to work on Saturdays.

#### Section 3: Sunday – Differential

All employees who work on Sunday shall be paid at the rate of time and a half or receive compensatory time at time and half at the employees discretion.

#### Section 4: Evening Shift Differential

A \$2.00 per hour shift differential will be paid to employees assigned to work after 6:00pm. If the dinner hour is between 6 pm and 7 pm, the differential will be paid for that hour.



**Section 5: Flexible Hours**

Flexible hours shall be arranged between the Department Head and the Employee.

**Section 6: Overtime**

The Town shall pay overtime to eligible employees in accordance with the provisions of the United States Fair Labor Standards Act. All time over (40) forty hours for which an employee is on full pay status, such as sick leave, vacation leave, etc. shall be considered time worked for the purposes of calculating overtime compensation. All worked overtime must be approved in advance by the Director.

**Section 6a. Compensatory Time**

At the discretion and prior approval of the Director, and in accordance with the provisions of the United States Fair Labor Standards Act, paid compensatory time off from normally scheduled work hours may be provided to eligible employees, in lieu of payment for approved overtime work. Payment for banked compensatory time will be paid at the employee's termination. Payment for banked compensatory hours in lieu of time off from work may be paid prior to termination only with advanced approval of the Town Manager. Unless waived by the Director, compensatory time must be taken within seventy-five (75) days after being earned.

**Section 7: Timesheets**

Every employee must sign in on a weekly time sheet provided to him or her by the library office. Failure to fill in the time sheet may result in a delay of payment to the employee.

Each employee will receive a monthly report on their hours of work, sick leave, vacation leave, personal days, and any other relevant absences from work. Employees are responsible for reviewing the reports and reporting to the library office any discrepancies.

**ARTICLE XXVII  
WAGE SCHEDULE**

Section 1: Compensation Schedule to read as follows:

FY2021	2% base wage increase effective 07/01/2020 all grades/steps Drop Step 2 Librarian I; add two new steps each at 2% greater than the previous one.
FY2022	2% base wage increase effective 07/01/2021 all grades/steps
FY2023	2% base wage increase effective 07/01/2022 all grades/steps

Section 2: Longevity Schedule effective July 1, 2020

	<u>FY21</u>	<u>FY22</u>	<u>FY23</u>
After 10 years	\$300	\$400	\$500
After 15 years	\$500	\$600	\$700
After 20 years	\$700	\$800	\$900
After 25 years	\$900	\$1000	\$1,100
After 30 years	\$1,100	\$1,200	\$1,300

Regular Full-Time Employees shall be compensated according to the above schedule. Part-time (Qualified) employees shall receive longevity compensation on a pro-rated basis, based upon number of work hours scheduled. Payments will be made bi-weekly, but not part of base compensation. Years of service shall be computed as of June 30 of the prior fiscal year for each employee.

**ARTICLE XXVIII  
HEALTH AND SAFETY**

A Health and Safety committee shall be established consisting of three (3) union members and three (3) management people. Such committee shall meet at least once every six (6) months to discuss health and safety topics at the Library.

The Committee will discuss any potential safety issues affecting the workplace. Any recommendations made by the Committee shall be forwarded to the Union and the Library Director.

**ARTICLE XXIX  
DIRECT DEPOSIT**

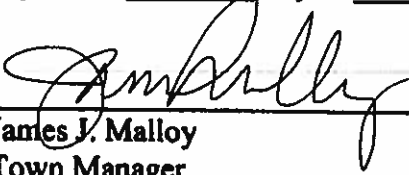
All employees must have their biweekly pay direct deposited to the financial institution of their choosing. Existing employees who are currently not receiving direct deposit will be excluded from the above provision unless and until they request otherwise.

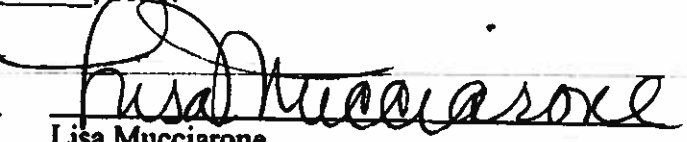
New employees and those existing employees who request will have their payroll stubs sent to the electronic mail address of their choosing. Arrangements will be made for individuals without access to personal or Town of Lexington electronic mail.


**ARTICLE XXX  
DURATION**

This Agreement shall continue and remain in full force and effect from July 1, 2020 through June 30, 2023, and shall continue thereafter until a new agreement is reached.

Signed the 26<sup>th</sup> day of March, 2021.

  
\_\_\_\_\_  
James J. Malloy  
Town Manager  
Town of Lexington

  
\_\_\_\_\_  
Lisa Mucciarone  
Chapter Chair  
Cary Memorial Library Staff Association  
Local 4928

  
\_\_\_\_\_  
Negotiation Team

  
\_\_\_\_\_  
Negotiation Team

  
\_\_\_\_\_  
Negotiation Team

  
\_\_\_\_\_  
Negotiation Team

## APPENDIX A - FAMILY AND MEDICAL LEAVE ACT

### A. POLICY STATEMENT

The Family and Medical Leave Act (FMLA) requires employers to grant eligible employees up to twelve (12) weeks of unpaid leave per twelve (12) month period. The Town of Lexington defines a twelve-month period as the twelve-month period measured forward from the date an employee's first FMLA leave begins. FMLA leave may be taken for any of the following reasons:

1. To care for a son or daughter within a year of birth, adoption, or the initiation of foster care;
2. To provide care for a spouse, child, or parent suffering from a serious health condition; and/or
3. Because the employee's own serious health condition makes the employee unable to perform the functions of his or her position.

#### Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week unpaid leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of unpaid leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on temporary disability retired list.

The single 12-month period for leave to care for a covered service member with a serious injury or illness begins on the first day the employee takes leave for this reason and ends 12 months later. An eligible employee is limited to a combined total of 26 workweeks of leave for an FMLA qualifying reason during the single 12-month period (Only 12 of the 26 weeks total may be for a FMLA qualifying reason other than to care for a covered service member.)

The mission of the FMLA is to benefit both employees and employers, to recognize a mutually beneficial correlation between stability in the family and productivity in the workplace. Any employee who has been employed by the Town for at least 12 months and has worked 1250 hours or more during the preceding 12 months is eligible for up to 12 weeks of leave during a one (1) year period. Leave taken under the FMLA is unpaid except when an eligible employee uses accrued paid time to qualify for compensation during leave as explained in the appropriate collective bargaining agreement. At the discretion of the Town or the employee, accrued benefits may be substituted for unpaid leave. The types of paid leave employees may be required to substitute include vacation, sick leave, personal leave, and any other contractually granted leave.

Intermittent leave and reduced-leave schedules are not required of employers for the birth or placement of a child. Leave terms are defined in the appropriate collective bargaining agreement.

## **B. NOTICE**

Employees seeking to use FMLA leave should provide the Town with adequate notice by completing the appropriate form. If an employee is seeking leave for their own serious health condition, they must complete the Request for Employee Medical Leave for an Employee's Serious Health Condition. If an employee is seeking leave for a family member's serious health condition, they must complete the Request for Employee Medical Leave Due to Family Member's Serious Health Condition. If an employees is seeking leave for a covered service member, they must complete the Certification of Qualifying Exigency for Military Family Leave.

If an employee's need for leave is foreseeable, a written notice of intent to take leave should be submitted to his or her supervisor and the Human Resources Department at least 30 days before the date the leave is to begin. If an employee's need for leave is not foreseeable, the employee should provide notice as soon as practicable, but preferably within 48 hours of the employee's learning of the need for a leave. The employees should complete the appropriate form as stated above and be signed by the treating doctor. All forms should be submitted to the Human Resources Department and marked *Confidential*. If an employee fails to give 30 days' advance notice in the case of a foreseeable leave, the Town may delay the start of the leave until at least 30 days' notice is provided. Employees seeking FMLA may contact the Human Resources Department with questions regarding FMLA leave.

After receiving a request for FMLA leave, the Human Resources Department provides employees with the Notice of Eligibility and Rights and Responsibilities that specifies the obligations of the employee during FMLA leave. Once a decision has been made regarding an employee's request for FMLA, the employee will be provided with a Designation Notice.

## **C. STATUS OF INSURANCE COVERAGE**

The Town maintains an employee's health, dental, and life insurance coverage for the duration of the employee's FMLA leave as though the employee were continuously employed. The Town continues to pay its portion of the employee's health and dental insurance premiums, provided that the employee continues to pay his or her portion of the premium on a timely basis. Coverage ceases until the employee returns to work if an employee is more than 30 days late paying the premium. If an employee does not return to work at the end of the leave for any reason other than a serious health condition or other circumstances beyond the employee's control, the employee is liable to the Town for the amount of premiums it paid during any unpaid portions of the leave.

## **D. TYPES OF LEAVE**

### **1. Family Leave for Birth, Adoption, and/or Foster Care**

A. Family leave is available for an employee to care for a son or daughter within 12 months of the birth of the employee's child or the placement of a child by adoption or foster care.

B. An employee who wishes to take leave for this purpose shall first use available paid leave, including accrued vacation, personal leave or any other contractual leave. Paid and unpaid leave shall count towards the 12 weeks available.

C. Family leave for birth, adoption, or foster care ordinarily must be taken all at once unless the Human Resources Department and the appropriate department head agree to an alternative leave arrangement that satisfies the needs of the Town.

D. An aggregate total of twelve (12) weeks of leave is available to a married couple, if both parents work for the Town.

## **2. Family Leave to Care for Spouse, Son, Daughter, or Parent with a Serious Health Condition**

A. Family leave is available when an employee is needed to care for his or her son, daughter, spouse, or parent who has a serious health condition.

B. An employee who wishes to take leave for this purpose shall first use available paid leave, including accrued vacation, personal leave or any other contractual leave. Paid and unpaid leave shall count towards the 12 weeks available.

C. An employee may take leave for this purpose on an intermittent or reduced-leave basis when medically necessary. Under certain circumstances, the Town may require an employee to transfer temporarily to an alternative position, at the same pay, which better accommodates recurring periods of leave.

D. If an employee's need for intermittent or reduced leave is foreseeable based on elective medical treatment, the employee must make a reasonable effort to have the treatment scheduled so as not to disrupt unduly the operations of the Town.

E. An employee requesting leave to care for a spouse, son, daughter or parent with a serious health condition must submit a completed Employee Medical Leave Due to Family Member's Serious Health Condition form signed by a health care provider supporting the employee's need for leave within 15 days after requesting leave. This form is available from Human Resources, and also on the Town's intranet.

F. The Town may require that additional medical opinions be obtained by a health care provider of its own choosing and, at its own cost, if the Town has reason to doubt the validity of any certification provided.

## **3. Medical Leave for Employee's Own Serious Health Condition**

A. This leave is available when the existence of a serious health condition makes the employee unable to perform the functions of his or her position.

B. An employee who wishes to take leave for this purpose shall first use available paid leave including sick leave, vacation, personal leave or any other contractual leave. Paid and unpaid leave shall count towards the 12 weeks available.

C. An employee may take leave on an intermittent or reduced schedule when medically necessary. Under certain circumstances, the Town may require the employee to transfer

temporarily to an alternative position with equivalent pay and benefits, which better accommodates recurring periods of leave.

D. If the request is for intermittent leave based on elective medical treatment, the employee shall make a reasonable effort to have the treatment scheduled so as not to disrupt unduly the operations of the Town.

E. An employee requesting leave due to the employee's own serious health condition must submit a the Request for Employee Medical Leave for an Employee's Serious Health Condition signed by a health care provider within 15 calendar days after requesting leave. This form is available from Human Resources, and also on the Town's intranet.

F. The Town may require that additional medical opinions be obtained by a health care provider of its own choosing and, at its own cost, if the Town has reason to doubt the validity of any certification provided. The Town may seek periodic re-certification from individuals who are out on FMLA leave.

#### **4. Return To Work**

A. An employee returning to work at the completion of leave is returned to his or her original, or an equivalent, position with equivalent pay, benefits, and other employment terms, except as provided in (B) below. In addition, an employee's use of FMLA leave cannot result in a loss of any employment benefits that the employee earned or was entitled to before using FMLA leave.

B. An employee who has taken FMLA leave has no greater right to reinstatement or to other benefits or conditions of employment than if he or she had been continuously employed during the leave period. For example, an employee will not be restored to the job if the employee was hired for a specific term or project which has expired, and the Town otherwise would not have continued to employ the employee.

C. Prior to returning to work, if the leave is due to the employee's own illness, the employee must have a completed Fitness for Duty Certification signed by his or her physician. This form is available from Human Resources, and also on the Town's intranet.

**APPENDIX B – WAGE SCHEDULE EFFECTIVE JULY 1, 2020**

Effective July 1, 2020 - June 30, 2021  
2.00%

**FY2021**

Librarian I - Drop Step 2, Add two new steps each 2% greater than previous step.

<b><u>Position Title</u></b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
Department Head	---	\$32.79	\$35.74	\$38.69	\$41.64	\$44.58	\$45.30
Librarian II	\$31.51	\$32.78	\$34.08	\$35.10	\$36.16	\$36.88	\$38.65
Librarian I	\$30.13	\$32.43	\$34.70	\$35.41	\$36.01	\$36.73	\$37.46
Library Associate	\$20.75	\$22.79	\$24.81	\$26.89	\$28.90	\$30.97	\$31.26
Library Technician II	\$19.56	\$21.47	\$23.10	\$24.77	\$26.43	\$27.45	\$27.70
Library Technician I	\$18.52	\$20.18	\$21.80	\$23.47	\$25.11	\$25.62	\$25.89
Adult Pages	\$15.85	\$16.99	\$17.15				



**APPENDIX C – WAGE SCHEDULE EFFECTIVE JULY 1, 2021**

Effective July 1, 2021 - June 30, 2022  
2.00%

**FY2022**

<b><u>Position Title</u></b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
Department Head	---	\$33.45	\$36.45	\$39.46	\$42.47	\$45.47	\$46.21
Librarian II	\$32.14	\$33.44	\$34.76	\$35.80	\$36.88	\$37.62	\$39.42
Librarian I	\$30.73	\$33.08	\$35.39	\$36.12	\$36.73	\$37.46	\$38.21
Library Associate	\$21.17	\$23.25	\$25.31	\$27.43	\$29.48	\$31.59	\$31.89
Library Technician II	\$19.95	\$21.90	\$23.56	\$25.27	\$26.96	\$28.00	\$28.25
Library Technician I	\$18.89	\$20.58	\$22.24	\$23.94	\$25.61	\$26.13	\$26.41
Adult Pages	\$16.17	\$17.33	\$17.49				

**APPENDIX D – WAGE SCHEDULE EFFECTIVE JULY 1, 2022**

<b>Position Title</b>	<b>FY2023</b>						
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
Department Head	---	\$34.12	\$37.18	\$40.25	\$43.32	\$46.38	\$47.13
Librarian II	\$32.78	\$34.11	\$35.46	\$36.52	\$37.62	\$38.37	\$40.21
Librarian I	\$31.34	\$33.74	\$36.10	\$36.84	\$37.46	\$38.21	\$38.97
Library Associate	\$21.59	\$23.72	\$25.82	\$27.98	\$30.07	\$32.22	\$32.53
Library Technician II	\$20.35	\$22.34	\$24.03	\$25.78	\$27.50	\$28.56	\$28.82
Library Technician I	\$19.27	\$20.99	\$22.68	\$24.42	\$26.12	\$26.65	\$26.94
Adult Pages	\$16.49	\$17.68	\$17.84				