

AGREEMENT

BETWEEN

TOWN OF WAKEFIELD

AND THE

LUCIUS BEEBE MEMORIAL LIBRARY STAFF ASSOCIATION

LOCAL 4928

MASSACHUSETTS LIBRARY STAFF ASSOCIATION (MLSA)

AMERICAN FEDERATION OF TEACHERS (AFT)

AFT MASSACHUSETTS (AFL-CIO)

JULY 1, 2021 – JUNE 30, 2024

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PREAMBLE

WHEREAS, the LUCIUS BEEBE MEMORIAL LIBRARY STAFF ASSOCIATION, MASSACHUSETTS LIBRARY STAFF ASSOCIATION, hereinafter called the Union, was certified by the Labor Relations Commission of the Commonwealth of Massachusetts on February 15, 1979, as the exclusive representative of certain employees of the TOWN OF WAKEFIELD, hereinafter called the Town; and

WHEREAS, the parties desire to establish and maintain harmonious relations and a state of mutual understanding and cooperation between them;

NOW, THEREFORE, in consideration of their mutual promises and agreements herein contained, the parties mutually covenant and agree as follows:

ARTICLE I **RECOGNITION**

1.1 The Town hereby recognizes the Union as the exclusive representative of all regular full-time and part-time library employees including custodians, matrons, librarians, library assistants, head of technical services, excluding director of library, assistant director, secretary to director, pages, confidential and managerial employees and all other Town employees.

1.2 It is understood that since the Union is the exclusive representative with respect to conditions of employment, the Union shall be given reasonable notice and an adequate opportunity to bargain over contemplated changes in working conditions. The Town will not be arbitrary in making any such changes.

ARTICLE II **NO DISCRIMINATION**

2.1 The Town will not discriminate against any employee on the basis of race, religion, color, national original, sex, age, disability or sexual orientation.

ARTICLE III **UNION SECURITY**

3.1 The Town agrees to deduct one initiation fee and to deduct Union dues once each month from the pay of each employee who executes or has executed an appropriate form of authorization of check off and to remit monthly the aggregate amount to the Treasurer of the Union along with a list of employees who have had said dues deducted.

3.2 It is understood that it is the responsibility of the Union to provide the check off forms and to have them executed by an employee.

3.3 The Town agrees not to discharge or discriminate in any way against employees covered by this Agreement on account of Union membership or lawful union activities.

3.4 The form attached hereto as Appendix A, shall be used for authorization of dues deductions.

3.5 Information. The Town shall make information available to the Union after a reasonable request for same as provided by MGL c. 150E.

3.6 Access/Meetings. The Town shall provide the Union with access to members of the bargaining unit, allow representatives of the Union to meet with members of the bargaining unit during the workday, and allow the Union to conduct meetings at the public library as provided by MGL c. 150E.

ARTICLE IV **MANAGEMENT RIGHTS**

4.1 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, library branch locations, library technology, employee work schedules, use of pages and part-time employees, staffing, promotions and work assignments, to discipline, suspend or discharge employees for just cause, and to promulgate reasonable rules and regulations.

ARTICLE V **GRIEVANCE PROCEDURE**

5.1 Only matters involving the discharge or discipline of employees or the application, meaning or interpretation of this Agreement shall constitute a grievance under this Article. Grievances shall be submitted in writing, signed by the aggrieved employee, and shall be processed in the following manner:

STEP 1. Between the designated Union Representative, with or without the aggrieved employee, and the Director of the Library (“Director”) or her designated representative within ten (10) days of the occurrence or failure of occurrence, whichever may be the case, of the incident upon which the grievance is based. If the grievance is not settled within five (5) working days, the Union may process the grievance at Step 2.

STEP 2. Between the designated Union Representative, with or without the aggrieved employee, and the Town Administrator of the Board of Selectmen or his designated representative. Any grievance not settled within fourteen (14) working days at Step 2 may be referred to arbitration, as provided in Section 5.3 within thirty (30) calendar days of the expiration of the fourteen (14) working days.

5.2 The stated time limits may be extended in any particular case by the written agreement of the parties. The designated Union Representative may be accompanied at any step of the grievance procedure by a representative of the Union who is not an employee.

5.3 Grievances not settled in the steps of the grievance procedure may be referred to an arbitrator or an arbitration tribunal agreed upon by the parties. The word “arbitrator” as used in this Article shall be construed to include an arbitration tribunal. If the parties are unable to agree upon an arbitrator, the arbitrator shall be designated by the American Arbitration Association under its procedures (or the Massachusetts Board of Conciliation and Arbitration if the parties so agree). The fees and expenses of the arbitrator shall be shared equally by the parties and each party shall bear the expenses of its own representatives and witnesses.

5.4 The arbitrator shall be without power to alter, amend, add to or subtract from the language of this Agreement, or to hold ex parte hearings. The decision of the arbitrator shall be final and binding upon the parties to the extent permitted by law. The arbitrator shall submit his decision in writing.

5.5 There shall be one Union Representative and one alternate. The Representative or alternate will be given reasonable time off to investigate grievances, provided that such investigation does not interfere with the normal operation of the Library, and provided that permission in advance is obtained from the Director or Assistant Director.

5.6 The standard of discipline and discharge shall be just cause. To the extent permitted by law, the grievance and arbitration provisions of this Agreement shall be the exclusive method of resolution of disputes involving discipline and discharge.

5.7 The first six (6) months of employment shall be a probationary period during which there shall be no right to grieve concerning the discharge or discipline of an employee. For a part-time employee the probationary period will be one (1) year.

5.8 An employee who is being disciplined is entitled to have a Union Representative present, if one is available.

ARTICLE VI
NO STRIKES OR STOPPAGES

6.1 The Union agrees that neither it nor any of its officers or representatives will call, instigate, authorize, sanction or ratify any strike, slowdown or stoppage of work by the employees it represents.

6.2 The Town may terminate the employment of, or otherwise discipline, any employee who engages in any strike, slowdown or stoppage of work.

6.3 The Town agrees that the Union shall not be liable for any violation of Section 6.1 which the Union has not instigated, authorized, sanctioned or ratified and the Union agrees that in the event of any violation of Section 6.1 will in good faith try to bring such violation to an end as soon as possible.

ARTICLE VII
STABILITY OF AGREEMENT

7.1 No agreement, understanding, alteration or variation of the agreements, terms or provisions herein contained shall bind parties unless made and executed in writing by them.

7.2 The failure of the Town or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the Town or of the Union to future performance of any such term or condition, and the obligations of the Union or of the Town to such future performance shall continue in full force and effect.

7.3 Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree immediately to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

7.4 Library employees acknowledge and, to the extent they do not conflict with the collective bargaining agreement or infringe upon the Union's ability to negotiate over mandatory subjects of bargaining, adopt the policies in the Town of Wakefield Employment Manual. In the future, prior to making changes to any policy in the Town of Wakefield Employment Manual which affect a mandatory subject of bargaining, the Town will provide notice to the Union and provide an opportunity to bargain over the proposed changes. Should any provision of this Agreement contain a conflict with a

municipal personnel ordinance, by-law, policy, rule or regulation or any statute as defined in G.L. c. 150E, s.7, the terms of this Agreement shall prevail.

ARTICLE VIII
JOB POSTING AND BIDDING

8.1 Before filling a position covered by this Agreement other than temporarily, the intention to fill the position shall be posted in a conspicuous place in the main library listing the pay, duties and qualifications and shall remain posted for 14 days (7 days for part-time custodial jobs) during which time interested employees may apply in writing to the Director. The Union Representative shall be notified in writing at the time of the posting

8.2 The Town agrees to give primary weight to the professional background, qualifications and attainments of all applicants, to the length of time each has served and to other relevant factors. Preferential consideration will be given to qualified current employees.

ARTICLE IX
HOURS OF WORK

9.1 The normal full-time work week shall consist of 35.5 hours. The employee currently serving as the Union President and the affected employees will normally be given at least two (2) weeks' notice of permanent changes in work schedules and given an opportunity to discuss them before the changes are made.

9.2 Meal schedules can be adjusted to reflect the requirements of scheduling for the 35.5 hour week.

9.3 Employees working a full day will be granted a 15 minute break in the morning and a 15 minute break in the afternoon. Employees working less than a full day, but four (4) hours or more, will be granted one 15 minute break.

9.4 Sunday Hours/Work on a Sunday:

A. The Library may open full or limited hours on Sundays from time to time. The Library Director or designee will determine the staffing needs for Sunday hours including staff roles to be covered.

B. The Library Director or designee will make reasonable efforts to distribute available Sunday work to employees on a voluntary and reasonably equitable basis. The Director reserves the right to assign Sunday hours to cover needed staff roles and further reserves the right to turn away volunteers, e.g., if the Sunday

hours will increase a part-time employee's hours in that week to 20 hours or more.

C. The Library Director or designee will attempt to provide the opportunity for available Sunday work first to volunteers as referenced in the first sentence of Section 9.4 B above. If there are insufficient volunteers, the Director reserves the right to hire additional staff, including non-bargaining unit and temporary workers. Those hired primarily to cover weekend work will not be considered as part of the bargaining unit. Nothing herein will prevent the Director or designee from assigning bargaining unit employees if she deems it necessary under the circumstances.

D. Sunday work will be paid at time and a half the employee's straight time rate of pay.

E. Bargaining unit members will not be required to work on legal holidays falling on a Sunday.

9.5 Library Closing. In the event the Library is closed due to weather conditions, building temperature, or any other unscheduled closings, those employees scheduled to work shall be paid for their scheduled hours. In the event Library is closed for the entire day under the provisions of this article, an employee normally scheduled to work, who has taken Personal Leave, Sick Leave, or Vacation Leave on the date of closure, shall not have the Personal Leave, Sick Leave, or Vacation Leave deducted from their current personal leave balance.

9.6 Work From Home. It is agreed and understood that all members of the bargaining unit will normally perform their duties in person at the public library. If the public library is closed due to unforeseen circumstances and for an extended period, then the Town may require members of the bargaining unit to temporarily perform their duties from home. The Town agrees to provide employees with the appropriate and necessary technology to work from home.

ARTICLE X **HOLIDAYS**

10.1 The following days shall be recognized as paid legal holidays under this Agreement:

New Years Day	Independence Day
Martin Luther King, Jr. Day	Labor Day
Presidents Day	Columbus Day
Patriots Day	Veterans Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Day

10.2 Each full time employee (excluding seasonal or temporary employees) shall be entitled to receive a day's pay (one-fifth of the weekly salary) for each of the above

designated holidays without having worked on such holiday, provided the employee shall have worked on his last regularly scheduled working day prior to and his next regularly scheduled working day following such holiday, or was in full pay status on such preceding and following days.

10.3 Part-time employees (excluding seasonal or temporary employees) shall be entitled to receive pay equivalent to their regularly scheduled hours for each of the designated holidays they are scheduled to work without having worked on the holiday, provided the employee shall have worked on his last scheduled working day prior to and his next scheduled working day following such holiday, or was in full pay status on such preceding and following days.

10.4 An employee eligible for holiday pay who performs work on one of the designated holidays shall be paid at one and one-half (1 1/2) times his regular hourly rate for hours worked on such holiday in addition to his holiday pay. If a holiday falls on the normal day off of a full-time employee, the Town shall have the option of paying holiday pay to the employee for said day or granting another day off with pay during the holiday week.

10.5 Whenever one of the designated holidays set forth in Section 10.1 hereof falls on a Sunday, the following day shall be the legal holiday. Notwithstanding paragraph 10.7 below, whenever a holiday falls on a Friday or Saturday the Library shall be closed and employees normally scheduled to work shall be paid for the day. Employees who normally work on a Friday or Saturday, who are not scheduled to work on a day when a holiday falls shall be given compensatory time equal to the number of hours they normally work on the day the library is closed.

10.6 Informal holiday practices will continue to be at the discretion of the Library Trustees.

10.7 Employees required to work on the Friday or Saturday after Thanksgiving shall receive vacation time off (at time and a half) and this vacation time shall be used within the same calendar year.

10.8 Each employee in full time employment shall be eligible for 1/2 day off with pay per year for a religious observance. Requests for such time off shall be subject to approval by the Director based on the operating needs of the library and shall normally be made at least 72 hours in advance.

ARTICLE XI
VACATIONS

11.1 Non-Professional Employees.

A. A non-professional employee in full time employment shall accrue up to 1.5 weeks of vacation with pay in the first calendar year beginning on their date of hire. Time shall be accrued at 0.625 days per month, regardless of the start date.

B. A non-professional employee in full time employment shall accrue three (3) weeks of vacation with pay each January 1 thereafter.

C. A non-professional employee in full time employment with ten (10) years of service shall accrue four (4) weeks of vacation with pay on their anniversary and on each January 1 thereafter.

D. A non-professional employee in full time employment with twenty (20) years of service shall accrue five (5) weeks of vacation with pay on their anniversary and on each January 1 thereafter.

11.2 Professional Employees.

A. A professional employee in full time employment shall accrue up to 2 weeks of vacation with pay in the first calendar year beginning on their date of hire. Time shall be accrued at 0.833 days per month, regardless of the start date.

B. A professional employee in full time employment shall accrue four (4) weeks of vacation with pay each January 1 thereafter.

C. A professional employee in full time employment with twenty (20) years of service shall accrue five (5) weeks of vacation with pay on their anniversary and on each January 1 thereafter.

11.3 An employee eligible for more than two (2) weeks of vacation shall take such additional vacation allowance consecutively with the first two (2) weeks of vacation allowance only if approval has been obtained from the Director for such consecutive vacation allowance.

11.4 Upon the death of an employee who is eligible for a vacation under the provisions hereof, payment shall be made to the estate of the deceased in an amount equal to the vacation allowance as earned.

11.5 Employees who are eligible for vacation under the provisions hereof and whose services are terminated by dismissal, except for dishonesty, or by retirement, or by entrance into the armed forces or resignation, shall be paid an amount equal to the vacation allowance as earned prior to such dismissal, retirement, or entrance in the armed forces or resignation.

11.6 Absences on account of sickness in excess of that authorized under this Agreement or for personal reasons not provided for under sick leave may, at the discretion of the Director, be charged to vacation leave if requested by the employee.

11.7 While on vacation, an employee shall not be charged a vacation day on a designated holiday if the designated holiday falls on or is legally observed on Monday, Tuesday, Wednesday, Thursday, Friday, or Saturday.

11.8 An employee may carry over a maximum of two vacation weeks from one vacation year to another with approval of the Director. Any carryover of vacation time will normally be limited to one year to avoid pyramiding.

11.9 Part-time employees who otherwise meet the eligibility requirements of 11.1 or 11.2 shall be granted pro-rata vacation with pay as provided in Appendix D. For purposes of 11.7, a part-time employee shall be granted an additional day only if it would have been a regularly scheduled work day.

ARTICLE XII **SICK LEAVE**

12.1 Full Time Employees.

A. An employee hired on or after 7/1/2018 in full time employment shall accrue up to ten (10) days of sick leave with pay in the first calendar year beginning on their date of hire. Time shall be accrued at 0.833 days per month, regardless of the start date.

B. An employee in full-time employment shall accrue ten (10) days of sick leave with pay beginning each January 1 thereafter up to a maximum of one hundred twenty (120) days.

12.2 If the amount of credit provided under Section 12.1 or 12.9 has been or is about to be exhausted, an employee may make application for additional allowance to that provided under Section 12.1 or 12.9. Such application shall be made to the Director who is authorized, with the concurrence of the Trustees, to grant additional allowance not to exceed twenty (20) additional sick leave days per annum. Requests for additional sick leave in excess of these twenty (20) days shall be made through the Director to the Personnel Administrator. The Personnel Administrator with the approval of the Town Administrator is authorized to grant such additional allowance as he may determine to be equitable after reviewing the recommendation of the Director and all other circumstances, including the employee's attendance and performance records. Vacation and all other unused leave must be used up before justified extensions of sick leave are granted in the case of nonservice connected injury or illness. It is the intent of this provision to allow the

employee the full benefit of the Sick Leave Provisions of the Town Personnel By-Laws.

12.3 Sick leave must be authorized by the Director and must be reported on forms provided for same in accordance with established regulations. A physician's certificate of illness may be required by the Director before sick leave is granted.

12.4 An employee suffering from a disability resulting from alcoholism or drug addiction shall be eligible for sick leave provided he is participating in an approved rehabilitation program complying with its requirements. This shall not affect the right to impose discipline for reporting for work under the influence of alcohol or drugs or otherwise violating Library rules.

12.5 In the event an employee who is eligible to receive compensation under the provisions of this Article is eligible to receive Worker's Compensation payments, compensation granted under the provisions of this Article shall be limited to the difference between the amount paid in Worker's Compensation and the employee's regular rate.

12.6 In case of pregnancy, a female employee shall be given the option of (a) taking sick leave up to a maximum of eight (8) weeks, or (b) taking an unpaid leave of absence for a period of up to eight (8) weeks. An employee with less than eight (8) weeks sick leave or who chooses to use less than eight (8) weeks sick leave may take an unpaid leave of absence for the remainder of the pregnancy leave up to eight (8) weeks. Such pregnancy leave shall relate to the expected date of delivery. Upon the expiration of pregnancy leave, a female employee who gives written notice to the Director that she intends to return to her position shall, if she so desires, be granted an unpaid leave of absence for a period up to ninety (90) days.

12.7 In the event an employee is considered fit to go back to work by the employee's own doctor after a sick leave, no sick time shall be charged to the employee after such time as the employee presents such a certificate of the employee's doctor to the Director; provided, however, if a Town doctor later finds that said employee was not fit to return to work, then said days shall be charged to the employee's sick leave.

12.8 Upon death, retirement, loss of employment due to a reduction in force, or resignation after ten (10) years of service, an employee (or the employee's estate) will be paid for one-third (1/3) of all accumulated sick leave days. The maximum payment will be one-third (1/3) of one hundred twenty (120) days (=40 days maximum). The rate of pay for each accumulated day of paid sick will be one-fifth (1/5) of the employee's weekly wage rate in effect on the employee's date of termination.

12.9 Part-Time Employees.

A. A part-time employee shall be allowed a pro rata amount of sick leave with pay each calendar year, subject to all applicable provisions of Article 12.

B. The allowance to be credited is shown in Appendix D, which becomes part of this Agreement. The annual sick leave allowance shall be determined by the ratio of the actual hours worked during the previous calendar year to that allowed as the equivalent of full-time employment, namely 25 or more hours per week average.

C. For the purpose of debiting sick leave where the employee's normal schedule is less than 7 hours, a day shall be equivalent to 7 hours of scheduled work.

D. The time to be debited shall be the actual hours absent, rounded-off to the nearest whole hour, up to a maximum of the employee's regular work schedule for the day or days on which the absence occurred. In the event an employee is unable because of injury or illness to work a schedule beyond the regular schedule, no compensation will be paid and no sick leave will be debited. The rate of pay used shall be the regular hourly rate.

E. A part-time employee for the purposes of Section 12.9 is defined as one whose work periods follow a regular schedule throughout the year and averages less than 25 hours per week throughout the year.

12.10 An employee who has accumulated 75 days of sick time or more may opt to sell back to the town five (5) days per calendar year. The employee must notify the Library Director in writing by November 15th in order to partake in this buyback.

ARTICLE XIII
EMERGENCY CALL-IN PAY

13.1 A custodial employee who has left work after completing his work for the day and who is required to return to work due to an emergency and does so shall be guaranteed a minimum of four (4) hours work or four (4) hours pay.

ARTICLE XIV
BEREAVEMENT LEAVE

14.1 Emergency leave of up to five (5) days with pay may be allowed for death in any employee's immediate family, consisting of parent, spouse, domestic partner, child and/or any other person residing in the employee's immediate household at the time of death. Emergency leave of up to four (4) days with pay may be allowed for the death of an employee's grandparent, grandchild, brother, sister, mother-in-law or father-in-law, first cousin or stepchild.

14.2 Reasonable time off with pay up to a maximum of one (1) day shall be granted to an employee to attend the funeral of a nephew, niece, aunt, uncle, brother-in-law or sister-in-law.

14.3 Pay shall be for the employee's regular scheduled hours lost on the day of leave.

ARTICLE XV
JURY DUTY

15.1 An employee required to serve on a jury shall be paid the difference between compensation received for jury duty and the employee's regular compensation, except as otherwise required by law. Employees shall receive the difference in pay only for hours when they are actually scheduled to work. An employee will report to work on any day when the start or finish of jury duty reasonably will permit the employee to work during his normal schedule.

ARTICLE XVI
MILITARY

16.1 An employee who is in the military reserve shall be paid the difference between compensation received while on reserve duty and the employee's regular compensation. Employees shall receive the difference in pay only for hours when they are actually scheduled to work. This provision shall be limited to seventeen (17) days and shall be granted upon presentation by the employee of a copy of orders received to perform such Reserve Duty.

ARTICLE XVII
LEAVE TO ATTEND CONVENTION

17.1 A leave of absence without loss of pay shall be granted to two employees twice during the calendar year for a period not to exceed one day each to attend a Union convention if the employee is an officer, delegate or alternate delegate to the convention.

ARTICLE XVIII
COURT LEAVE

18.1 An employee shall be paid the difference between compensation received as a witness and regular compensation rates paid the employee by the Town for up to three (3) days attendance as a witness required by subpoena before a court or administrative tribunal. Employees shall receive the difference in pay only for hours when they are actually scheduled to work. This shall not apply where the employee is a party to the litigation except in a work related case where the employee and the Town have a community of interest.

ARTICLE XIX
WAGES

19.1 Weekly salary schedules shall be in accordance with the Salary Schedules in Appendix C attached and made a part of this Agreement:

- A. Effective and retroactive to 7/1/2021 three percent (3%) across all pay grades/steps in the salary schedule.
- B. Effective 7/1/2022 two and one-half percent (2.5%) across all pay grades/steps in the salary schedule.
- C. Effective 7/1/2023 two and one-half percent (2.5%) across all pay grades/steps in the salary schedule.

19.2 In the application of the Salary Schedule, an employee at minimum will be eligible on July 1 and January 1 (increment dates), to receive the increment between minimum and the next step, provided he has been at minimum for a period of not less than six (6) months. An employee above minimum will be eligible on July 1 and January 1 for the increment to the next step, provided he has been at his existing step for a period of not less than twelve (12) months.

19.3 All employees eligible for an increase under the Salary Schedule shall be reviewed for consideration of such increase on the basis of merit and if any employee is denied the increase, the reasons for such denial shall be made available to the employee and the Union and such denial shall be subject to the provisions of the grievance procedure. An employee denied an increase under this provision shall be reviewed again for such increase as of the next increment date.

19.4 Where it is anticipated that a position will be vacant due to illness, leave, or inability to hire qualified candidates, an employee may be required by his/her supervisor to perform the duties of a higher classification. An employee so assigned shall be paid the rate in the higher classification which provides at least a 3% increase. To qualify for said assignment, the employee must be assigned and perform all duties of the higher classified position. When the duties of the position are assigned to multiple employees, the compensation will be prorated to those employees performing said duties.

ARTICLE XX **PERSONAL LEAVE**

20.1 An employee in full time employment shall be eligible for personal leave of two (1) paid days per year, noncumulative, for important personal affairs, such as, but not limited to, required court appearance, attending a marriage or other religious ceremony of a close relative, or being a party to a real estate transaction. Requests for such leave shall be subject to the approval by the Director and shall be made not less than seventy-two (72) hours in advance, except in case of emergency.

20.2 Effective on January 1, 2011, part-time employees shall be eligible for the equivalent of two (2) paid days of personal leave per year, pro-rated on the percentage their regular weekly hours bears to the 35.5 hour workweek.

ARTICLE XXI **EMPLOYEE GROUP HEALTH INSURANCE**

21.1 The Town shall continue to provide health insurance in accordance with the provisions of Massachusetts General Laws, Chapter 32B. Changes in coverage shall be made in accordance with Chapter 32B.

21.2 Nothing herein shall be construed to prevent the Employer from adopting and implementing a Trust Fund system whereby premiums are received and paid from the Trust Fund and the health insurance program is administered by the Employer, with expenses paid in whole or in part by the Trust Fund provided, however, benefits due under the health insurance program shall not be affected thereby.

21.3 Health insurance payroll deductions properly authorized by the employee shall be deducted bi-weekly.

21.4 As soon as practicable after the execution of this Agreement, the Town will adopt a so-called “cafeteria plan” as provided for in Section 125 of the Internal Revenue Service Code providing for health insurance deductions to be made on a pre-tax basis.

21.5 Employees’ health insurance benefits shall be in accordance with the Public Employee Committee Agreement as amended from time to time with changes to health insurance benefits, negotiated with the Public Employees Committee and the Town, in lieu of direct negotiations with the Union.

ARTICLE XXII
LONGEVITY

22.1 Effective July 1, 2018 longevity payments have ceased and have been added to the payroll schedules at a rate of \$450.00

ARTICLE XXIII
PERSONNEL FILES

23.1 No material relating to an employee’s conduct, character or personality shall be placed in the personnel files unless the employee has had the opportunity to read the material and also to acknowledge in writing that he has read it.

23.2 The employee shall have the right to answer any material filed and to include the answer within the file.

23.3 The employee shall have the right upon request at reasonable times to examine his personnel file and to have a copy of any material in it (a reasonable copying charge may be required).

23.4 An employee may have information removed from his file by use of the grievance procedure, on the grounds that information in his file is improper, incorrect, or irrelevant to the employment relationship.

ARTICLE XXIV
BULLETIN BOARD

24.1 Bulletin board space shall be provided by the Town for Union notices concerning official Union business. Copies of notices will be given to the Director.

ARTICLE XXV
PROFESSIONAL DEVELOPMENT AND CONFERENCES

25.1 Consistent with the needs of the Library, the Director and/or the Trustees may authorize employees to attend professional conferences. When the conference is within Massachusetts, the Town will give the employee time off without loss of pay to attend and will pay the cost of registration and mileage in accordance with past practice.

25.2 The Town and the Union agree to establish a joint professional development committee of no more than two (2) members each to propose, discuss, and recommend to the Library Director in-house professional development for the year. The Town agrees to set aside one (1) work day per year for in-house professional development, which may be divided into two or more sessions for the year.

ARTICLE XXVI
TUITION ASSISTANCE

26.1 The Town will reimburse an employee's tuition for a course approved in advance by the Director. Reimbursement may be in full or in part as determined by the Director on an equitable basis.

ARTICLE XXVII
MISCELLANEOUS

27.1 Employees required to use personal vehicles for library business shall be reimbursed for mileage at the IRS rate.

27.2 Foul weather gear will be kept at the library for use of employees performing outside duties.

27.3 Past practice with regard to payment of employees in case of work cancellation due to severe weather conditions, subject to the discretion of the Trustees, will continue.

27.4 Employees may be granted leaves of absence subject to the discretion of the Trustees.

27.5 The Town shall provide one designated parking space in the Library's parking lot for any member of the Union's bargaining unit for whom parking close to the Library is a necessary accommodation as specified by his/her medical doctor. A qualifying employee shall submit such medical documentation to the Library Director. The Union shall be responsible for the timely resolution of any conflicts and shall notify the Library Director of their decision. The Town shall hold all members of the bargaining unit harmless for parking violations issued by officials of the Town of Wakefield while an employee is working at the public library provided the employee has complied with the current practice regarding on-street parking restrictions near the Library.

ARTICLE XXVIII **REDUCTION IN FORCE**

28.1 In case of a staff reduction, 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.

28.2 An employee laid off after September 1, 1981, will have recall rights for two (2) years or for the employee's length of service, if that is less than two (2) years. Consideration for recall shall be in accordance with the criteria in 28.1.

28.3 Employees whose hours were reduced in July, 2009, will have recall rights extended through June 30, 2012.

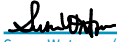
ARTICLE XXIX **DURATION OF AGREEMENT**

29.1 This Agreement shall take effect on July 1, 2021 and shall remain in full force and effect until and including June 30, 2024 and shall then terminate unless extended by agreement of the parties. Should either party desire to negotiate a new collective bargaining agreement to succeed this Agreement, such party shall notify the other party not later than December 31, 2023 in writing (notice via email is sufficient). Upon receipt of such notice the parties shall make mutually satisfactory arrangements to begin negotiations.


Dated this 23rd day of June, 2021.

TOWN OF WAKEFIELD
BY THE BOARD OF LIBRARY TRUSTEES

LUCIUS BEEBE MEMORIAL LIBRARY
STAFF ASSOCIATION


Susan Wetmore (Jun 24, 2021 19:43 EDT)


Meghan F. Kinton (Jun 25, 2021 09:30 EDT)


Stephen Maio (Jun 25, 2021 08:38 EDT)


Casey Chwiecko (Jun 25, 2021 10:45 EDT)


Brigid Black (Jun 25, 2021 10:47 EDT)


Walter Armstrong (Jun 25, 2021 10:58 EDT)

APPENDIX A

**MEMBERSHIP APPLICATION
MASSACHUSETTS LIBRARY STAFF ASSOCIATION
LOCAL 4928**



(PLEASE PRINT)

FIRST NAME: _____ LAST NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

CELL PHONE: _____

PERSONAL (NON-WORK) E-MAIL: _____

LIBRARY: _____

EMPLOYMENT STATUS: (CHECK ONE) FULL TIME PART TIME (LESS THAN 20 HOURS/WEEK)

MEMBERSHIP APPLICATION AND AUTHORIZATION FOR DUES DEDUCTION

- I hereby request and accept membership in Massachusetts Library Staff Association (MLSA), Local 4928 and I agree to abide by its Constitution and Bylaws. I authorize the union and its successor or assignee to act as my exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment with my employer.
- Effective immediately, I hereby authorize and direct my Employer to deduct from my pay each pay period and transmit to Massachusetts Library Staff Association (MLSA), Local 4928 membership dues in the amount established or revised by Massachusetts Library Staff Association (MLSA), Local 4928 in accordance with the Massachusetts Library Staff Association (MLSA), Local 4928 Constitution and By-Laws. There shall be no change in the amount of dues deducted without 60 days prior notice to me by Massachusetts Library Staff Association (MLSA), Local 4928. If for any reason my Employer fails to make a deduction, I authorize the Employer to make such deduction in the subsequent payroll period.

I recognize that my authorization of dues deduction, and continuation of such authorization from one year to the next, is voluntary and not a condition of my employment.

In order to comply with the Internal Revenue Service ruling, be advised that your membership dues are not deductible for federal income tax purposes. However, they may be deductible as ordinary and necessary business expenses.

SIGNATURE: _____ DATE: _____

PAYROLL/TREASURER USE ONLY

- FULL DUES RATE HALF DUES RATE QUARTER DUES RATE EIGHTH DUES RATE

APPENDIX B

POSITIONS AS CLASSIFIED AND ALLOCATED TO COMPENSATION GRADES

(Replaces Library and Miscellaneous Section of Schedule A of the Personnel By-Law)

PROFESSIONAL GROUP – Salaried, Weekly

Head of Technical Services	L-10
Head of Children’s Services	L-10
Head of Reference and Information Services	L-10
Circulation Librarian	L-10
Senior Librarian	L-9
Librarian	L-8

OTHER POSTIONS – Salaried, Weekly

Senior Library Assistant	L-5
Library Assistant (full-time)	L-5
Library Assistant (part-time)	L-4

OTHER POSITIONS – Hourly

Library Maintenance Supervisor	L-8
Library Custodian (full-time)	L-6
Library Matron (part-time)	M-3
Library Assistant Custodian (part-time)	M-3

APPENDIX C
SALARY SCHEDULES

EFFECTIVE JULY 1, 2021								
3.00%								
LIBRARY SALARY SCHEDULE								
35.5 HOURS WEEKLY/71 HOURS BIWEEKLY								
GRADE		I	II	III	IV	V	VI	VII
L-4	WEEKLY	780.24	807.23	827.29	839.54	852.00	864.78	877.75
	BI-WEEKLY	1,560.47	1,614.45	1,654.57	1,679.10	1,703.99	1,729.56	1,755.50
	HOURLY	21.98	22.74	23.30	23.65	24.00	24.36	24.73
L-5	WEEKLY	839.23	869.61	891.23	904.44	917.87	931.64	945.61
	BI-WEEKLY	1,678.47	1,739.21	1,782.45	1,808.90	1,835.74	1,863.28	1,891.22
	HOURLY	23.64	24.50	25.10	25.48	25.86	26.24	26.64
L-6	WEEKLY	905.08	938.75	962.15	976.44	990.93	1,005.80	1,020.88
	BI-WEEKLY	1,810.16	1,877.51	1,924.30	1,952.87	1,981.87	2,011.60	2,041.77
	HOURLY	25.50	26.44	27.10	27.51	27.91	28.33	28.76
L-7	WEEKLY	977.52	1,012.93	1,038.18	1,053.62	1,069.28	1,085.32	1,101.61
	BI-WEEKLY	1,955.03	2,025.88	2,076.37	2,107.24	2,138.57	2,170.64	2,203.20
	HOURLY	27.54	28.53	29.24	29.68	30.12	30.57	31.03
L-8	WEEKLY	1,058.45	1,100.61	1,128.06	1,144.82	1,161.85	1,179.28	1,196.97
	BI-WEEKLY	2,116.90	2,201.22	2,256.11	2,289.65	2,323.71	2,358.57	2,393.95
	HOURLY	29.82	31.00	31.78	32.25	32.73	33.22	33.72
L-9	WEEKLY	1,147.82	1,193.39	1,223.17	1,241.37	1,259.84	1,278.75	1,297.92
	BI-WEEKLY	2,295.64	2,386.78	2,446.32	2,482.73	2,519.69	2,557.48	2,595.85
	HOURLY	32.33	33.62	34.46	34.97	35.49	36.02	36.56
L-10	WEEKLY	1,245.64	1,296.24	1,328.59	1,348.38	1,368.47	1,389.00	1,409.82
	BI-WEEKLY	2,491.28	2,592.49	2,657.18	2,696.77	2,736.93	2,777.98	2,819.66
	HOURLY	35.09	36.51	37.43	37.98	38.55	39.13	39.71
GRADE		I	II	III	IV	V	VI	VII
M-3	HOURLY	18.55	19.14	19.61	19.90	20.20	20.50	20.81

APPENDIX C
SALARY SCHEDULES

EFFECTIVE JULY 1, 2022								
2.50%								
LIBRARY SALARY SCHEDULE								
35.5 HOURS WEEKLY/71 HOURS BIWEEKLY								
GRADE		I	II	III	IV	V	VI	VII
L-4	WEEKLY	799.74	827.41	847.97	860.53	873.30	886.40	899.69
	BI-WEEKLY	1,599.48	1,654.81	1,695.94	1,721.07	1,746.59	1,772.79	1,799.39
	HOURLY	22.53	23.31	23.89	24.24	24.60	24.97	25.34
L-5	WEEKLY	860.21	891.35	913.51	927.05	940.82	954.93	969.25
	BI-WEEKLY	1,720.43	1,782.69	1,827.01	1,854.12	1,881.63	1,909.86	1,938.50
	HOURLY	24.23	25.11	25.73	26.11	26.50	26.90	27.30
L-6	WEEKLY	927.71	962.22	986.21	1,000.85	1,015.71	1,030.94	1,046.41
	BI-WEEKLY	1,855.42	1,924.45	1,972.40	2,001.69	2,031.42	2,061.89	2,092.81
	HOURLY	26.13	27.10	27.78	28.19	28.61	29.04	29.48
L-7	WEEKLY	1,001.96	1,038.26	1,064.13	1,079.96	1,096.02	1,112.45	1,129.15
	BI-WEEKLY	2,003.91	2,076.52	2,128.28	2,159.92	2,192.03	2,224.91	2,258.28
	HOURLY	28.22	29.25	29.98	30.42	30.87	31.34	31.81
L-8	WEEKLY	1,084.91	1,128.12	1,156.26	1,173.45	1,190.90	1,208.76	1,226.90
	BI-WEEKLY	2,169.82	2,256.25	2,312.51	2,346.89	2,381.80	2,417.53	2,453.80
	HOURLY	30.56	31.78	32.57	33.05	33.55	34.05	34.56
L-9	WEEKLY	1,176.52	1,223.22	1,253.75	1,272.40	1,291.34	1,310.71	1,330.37
	BI-WEEKLY	2,353.03	2,446.45	2,507.48	2,544.80	2,582.68	2,621.42	2,660.74
	HOURLY	33.14	34.46	35.32	35.84	36.38	36.92	37.48
L-10	WEEKLY	1,276.78	1,328.65	1,361.80	1,382.09	1,402.68	1,423.72	1,445.07
	BI-WEEKLY	2,553.56	2,657.30	2,723.61	2,764.19	2,805.35	2,847.43	2,890.15
	HOURLY	35.97	37.43	38.36	38.93	39.51	40.10	40.71
GRADE		I	II	III	IV	V	VI	VII
M-3	HOURLY	19.01	19.61	20.10	20.40	20.70	21.01	21.33

APPENDIX C
SALARY SCHEDULES

EFFECTIVE JULY 1, 2023								
2.50%								
LIBRARY SALARY SCHEDULE								
35.5 HOURS WEEKLY/71 HOURS BIWEEKLY								
GRADE		I	II	III	IV	V	VI	VII
L-4	WEEKLY	819.73	848.10	869.17	882.04	895.13	908.56	922.18
	BI-WEEKLY	1,639.47	1,696.18	1,738.33	1,764.10	1,790.26	1,817.11	1,844.37
	HOURLY	23.09	23.89	24.48	24.85	25.21	25.59	25.98
L-5	WEEKLY	881.72	913.63	936.35	950.23	964.34	978.80	993.48
	BI-WEEKLY	1,763.44	1,827.25	1,872.68	1,900.47	1,928.67	1,957.61	1,986.97
	HOURLY	24.84	25.74	26.38	26.77	27.16	27.57	27.99
L-6	WEEKLY	950.90	986.28	1,010.86	1,025.87	1,041.10	1,056.71	1,072.57
	BI-WEEKLY	1,901.80	1,972.56	2,021.72	2,051.73	2,082.21	2,113.44	2,145.13
	HOURLY	26.79	27.78	28.47	28.90	29.33	29.77	30.21
L-7	WEEKLY	1,027.01	1,064.21	1,090.74	1,106.96	1,123.42	1,140.27	1,157.37
	BI-WEEKLY	2,054.01	2,128.44	2,181.48	2,213.91	2,246.83	2,280.53	2,314.74
	HOURLY	28.93	29.98	30.73	31.18	31.65	32.12	32.60
L-8	WEEKLY	1,112.03	1,156.32	1,185.16	1,202.78	1,220.67	1,238.98	1,257.57
	BI-WEEKLY	2,224.07	2,312.66	2,370.33	2,405.56	2,441.35	2,477.97	2,515.14
	HOURLY	31.32	32.57	33.38	33.88	34.39	34.90	35.42
L-9	WEEKLY	1,205.93	1,253.80	1,285.09	1,304.21	1,323.62	1,343.48	1,363.63
	BI-WEEKLY	2,411.86	2,507.61	2,570.17	2,608.42	2,647.25	2,686.95	2,727.26
	HOURLY	33.97	35.32	36.20	36.74	37.29	37.84	38.41
L-10	WEEKLY	1,308.70	1,361.87	1,395.85	1,416.65	1,437.75	1,459.31	1,481.20
	BI-WEEKLY	2,617.40	2,723.73	2,791.70	2,833.29	2,875.48	2,918.62	2,962.40
	HOURLY	36.86	38.36	39.32	39.91	40.50	41.11	41.72
GRADE		I	II	III	IV	V	VI	VII
M-3	HOURLY	19.49	20.10	20.60	20.91	21.22	21.54	21.86

APPENDIX D
BENEFITS AND ADMINISTRATIVE TABLES

VACATION CREDIT, ARTICLE 11

		Continuous Length of Service							
		1 st calendar yr from date of hire		Subsequent Annual Accrual		Over 10 Years		Over 20 Years	
Position & Compensation Grade	Regularly Scheduled Hours/Week	Days	Work Weeks	Days	Work Weeks	Days	Work Weeks	Days	Work Weeks
Librarians L10, L9, L8	30 or more	10	2	20	4	20	4	25	5
	25-30 hours	8.75	1.75	17.5	3.5	17.5	3.5	22.5	4.5
	20-25 hours	7.5	1.5	15	3	15	3	20	4
	15-20 hours	6.25	1.25	12.5	2.5	12.5	2.5	17.5	3.5
	10-15 hours	5	1	10	2	10	2	15	3
	5-10 hours	3.75	.75	7.5	1.5	7.5	1.5	12.5	2.5
	Under 5 hours	2.5	.5	5	1	5	1	10	2
Support Positions L7, L6, L5, L4, M3	30 or more	7.5	1.5	15	3	20	4	25	5
	25-30 hours*	7.5	1.5	15	3	17.5*	3.5*	22.5	4.5
	20-25 hours	6.25	1.25	12.5	2.5	15	3	20	4
	15-20 hours	5	1	10	2	12.5	2.5	17.5	3.5
	10-15 hours	3.75	.75	7.5	1.5	10	2	15	3
	5-10 hours	2.5	.5	5	1	7.5	1.5	12.5	2.5
	Under 5 hours	1.25	.25	2.5	0.5	5	1	10	2

*Employees granted the following vacation benefit in 2004 will continue to be granted the benefit while they remain in the corresponding category:

Support Positions 25-30 hours

APPENDIX D
BENEFITS AND ADMINISTRATIVE TABLES

SICK LEAVE CREDIT, ARTICLE 12

Position & Compensation Grade	Regularly Scheduled Hours/Week	Annual Days	Annual Work Weeks	Maximum Days
Librarians L10, L9, L8	30 or more	10	2	120
	25-30 hours	10	2	120
	20-25 hours	9	1.8	108
	15-20 hours	8	1.6	96
	10-15 hours	6	1.2	72
	5-10 hours	4	0.8	48
	Under 5 hours	2	0.4	24
Support Positions L7, L6, L5, L4, M3	30 or more	10	2	120
	25-30 hours	10	2	120
	20-25 hours	9	1.8	108
	15-20 hours	8	1.6	96
	10-15 hours	6	1.2	72
	5-10 hours	4	0.8	48
	Under 5 hours	2	0.4	24

APPENDIX D
BENEFITS AND ADMINISTRATIVE TABLES

PROBATIONARY PERIOD, ARTICLE 5.7

Full Time	6 Months
Part Time	1 year

STEP RAISE ELIGIBILITY, ARTICLE 19

Awarded July 1 or January 1

Starting Pay	Required Length of Service
Employee at Minimum	6 months
Employee above Minimum	12 months

PERSONAL LEAVE, ARTICLE 20

Awarded Annually

	Allowance
Full Time	2 days
Part Time	2 prorated days 1=average weekly hours/5 days