

AGREEMENT BETWEEN

**THE FRANKLIN PUBLIC LIBRARY STAFF ASSOCIATION,
MLSA, LOCAL 4928, MFT, AFT MASSACHUSETTS, AFL-CIO**

AND

THE TOWN OF FRANKLIN

July 1, 2015 - June 30, 2018

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LIBRARY AGREEMENT

This is a collective bargaining agreement between The Town of Franklin (hereinafter referred to as the Employer) and the Franklin Public Library Staff Association, MLSA, Local 4928, AFT Massachusetts, AFL-CIO (hereinafter referred to as the "Union").

ARTICLE 1 RECOGNITION

"The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other specific conditions of employment as contained in this Agreement for all full-time and regular part-time employees of the Franklin Public Library except: the Library Director, Assistant Library Director, Administrative Executive Secretary, custodians/maintenance personnel and pages." The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Union or changing any condition in this Agreement.

ARTICLE 2 INTENT AND PURPOSE

The general intent and purpose of this Agreement is in the mutual interests of the Town and the Union. By the consummation of this Agreement the parties seek to continue and promote harmonious relations and mutual cooperation between the Employer and the Union; to formulate work rules to govern the relationship; to insure the uninterrupted operation of the services provided by the employees; to set forth the agreement of the parties with respect to rate of pay, hours of work and conditions of employment under which members represented by the Union are to perform their duties; to provide for an orderly and equitable adjustment of all grievances as herein defined, all with the goal of improving the Library Services in the Town of Franklin. In seeking to achieve these goals the parties acknowledge that the Employer has and must retain authority over the policies and administration of the departments, which it exercised under the law, except as expressly modified by a specific provision in this Agreement.

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- (5) Benefits which are not germane to the governance or duties as bargaining agent, of the exclusive bargaining agent or its affiliates and available only to the members of the employee organization.

In the event that legal action is taken by any member of the Union or any third party against the Town as a result of the implementation of the provisions of this Article, the Union agrees to hold the Town harmless and indemnify the Town for all expenses, judgments or allowances incurred or entered against it as a result of such action.

ARTICLE 5 GRIEVANCE AND ARBITRATION PROCEDURE

A grievance shall be defined as only a direct and specific violation of a provision of this Agreement. A grievance shall be settled in the following manner:

- Step 1: The union steward and/or representative, with or without aggrieved employee, must take up the grievance or dispute in writing with the Library Director or his/her designee within seven (7) working days of the date of the grievance. The supervisor shall attempt to adjust the matter and shall respond to the steward within seven (7) working days.
- Step 2: If the grievance has not been settled, it must be presented in writing to the Town Administrator within fourteen (14) working days after the Library Director's response is due. The Town Administrator shall respond to the steward in writing within fourteen (14) days.
- Step 3: If the grievance is still unsettled, either party must, within thirty (30) days after the reply of the Town Administrator is due, by written notice to the other, request arbitration.

Arbitration shall be initiated and conducted under the auspices of the American Arbitration Association pursuant to the then prevailing rules thereof.

The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

The expense for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause a record to be made, providing it pays for the record. If the other party and/or the arbitrator desire a copy of the record then the total cost of the record will be shared equally.

Grievances involving disciplinary actions shall be processed beginning at the second step.

ARTICLE 6 JOB POSTING AND BIDDING

When a position covered by this Agreement becomes vacant, and the Employer solely determines that filling the position is necessary, such vacancy shall be posted (the union president will be provided with copies) in a conspicuous place in the department, listing the pay, duties and qualifications. This notice of vacancy shall remain posted for seven (7) days. Qualified employees within the bargaining unit interested in the position shall apply in writing within the posting period. Thereafter, the Employer will award the position to the most qualified applicant in the unit regardless of the employee becoming eligible for benefits at 20 hours per week. All matters being equal, seniority will prevail. An employee's qualifications are to be determined by the Library Director.

The successful applicant shall be given a four (4) week trial and training period in the new position at the applicable rate of pay. If at the end of the trial and training period it is determined solely by the Employer that the employee is not qualified to perform the work, he/she shall be returned to his/her old position and rate of pay.

If no applicant within the unit is qualified, the Employer may fill the position from outside the bargaining unit.

Bargaining unit members who work less than 20 hours per week shall not be entitled to grieve any provisions of this Agreement except for Article VI and compensation under Article X. It is further agreed that bargaining unit members who are reduced in hours will retain the right to grieve for benefits obtained while working more than the cutoff amount of hours.

ARTICLE 7 DISCRIMINATION AND COERCION

There shall be no discrimination by the Employer or other agents of the Employer against any employee because of his/her activity or membership in the Union. The Employer further agrees that there will be no discrimination against any member for his/her adherence to any provision of this Agreement or his/her refusal to comply with any order which violate this Agreement.

ARTICLE 8 HOURS OF WORK

The workweek shall consist of up to five (5) days within the six (6) days of Monday through Saturday. The starting and quitting times on any given day shall be no earlier than 8:00 a.m. or later than 10:00 p.m. on Monday through Friday and 8:30 a.m. to 5:15 p.m. on Saturday. At the discretion of the Town, the Library may also provide library services on Sunday.

Employees hired after October 1, 2008 who work seven (7) or more hours per day, will take a sixty (60) minute unpaid, duty-free meal break, mid-shift. All other employees who work for seven (7) or more hours per day, will take a thirty (30) minute unpaid, duty free meal break mid-shift.

Employees who work between four (4) and five and one-half (5.5) hours per day will be entitled to take one fifteen (15) minute paid, duty-free break during their shift. Employees who work more than five and one-half hours (5.5) per day will be entitled to take two (2) fifteen (15) minute paid, duty-free breaks, one during each one-half (1/2) shift.

Any work on Sunday shall be compensated at a rate equal to time and one-half of the employee's normal hourly rate. At least four (4) weeks advanced notice shall be given to the bargaining unit prior to initiating Sunday hours. Bargaining unit employees shall have preference for all Sunday work opportunities. No employee shall be forced to work on Sunday except for the Weekend Supervisor. If outside employees are engaged for Sunday work, they shall work under the terms and conditions of this Agreement. Sundays will be supervised by a Weekend Supervisor, who may also be a current employee.

Starting and ending times and day assignment shall be solely at the discretion of the Employer. The regular hours of work shall be consecutive, except for interruptions for lunch periods.

Any non-scheduled work assignments shall be distributed fairly and equitably among all bargaining unit members scheduled to work twenty (20) or more hours per week, based on seniority. Management may offer the employee compensatory time or pay (compensatory time or pay for overtime work, over forty (40) hours, shall be at the rate of one and one-half). Employees who elect compensatory time off must use said compensatory time within thirty (30) days at a time mutually agreed to with the Director.

Employees who are responsible for a program shall be provided with one (1) hour away from the Circulation Desk to prepare. That time shall be identified in the regular schedule prepared by the Library Director.

The Director will make every effort to assign work for hours prior to 9:00 a.m. and later than 9:00 p.m. to employees who volunteer for such assignments. Employees required to stay beyond closing time for non-library purposes shall be paid at the rate of time and one-half the normal rate of pay for such time with a minimum of one (1) hour.

The work schedule of part-time employees shall reflect a minimum of ten (10) hours per week.

Article 9 Emergency Closings

The Franklin Public Library is open according to the published schedule. In rare situations, with the prior approval of the Town Administrator, the Library may be closed.

Any employee who notifies the Director they will not be coming to work because of weather or other emergency conditions, or who elects to leave during schedule hours will use vacation or personal time.

Once the Town Administrator approves a library closing, any staff member who has reported for work will be paid for the remainder of their scheduled hours.

Full time staff who are called and told not to report will be paid for their normally scheduled hours.

Part time staff (up to 19 hours a week) who are notified of a closing before the beginning of their scheduled hours will be given the opportunity to make up those hours before the end of the following pay period.

ARTICLE 10 OVERTIME

Employees covered under this Agreement shall be paid overtime at the rate of one and one-half (1-1/2) times his/her regular rate of pay for work in excess of forty (40) hours in one week.

Overtime work shall be voluntary. There shall be no discrimination against any employee who declines to work overtime. If the Town Administrator or his designee declares an emergency then employees must respond to overtime.

ARTICLE 11 WAGES

All employees shall be paid by direct deposit. The employee shall designate to which financial institution the Town of Franklin will forward direct deposits as payment for wages earned during each pay period.

Paperless Checks/Self Service: Employees shall access their payroll advice information on line through employee self service, available 24/7 and from off site as well as at work, and not receive paper payroll advice forms.

The Pay Chart (Appendix A) will apply to all employees regardless of the number of hours scheduled per week.

In the event employees apply for and are promoted to or appointed to temporary positions in a higher work grade, the employees will be paid on the step of that higher level which will result in a step raise of at least 4%. At the culmination of the temporary assignment,

the employee shall return to his/her previous position, pay.

Where, in the judgment of the Library Director, unfair library employee temporarily assigned to work of a higher classification (2) weeks shall be paid at the higher classification. The assignment shall be determined by selecting the first step, which shall be in salary of at least 4% for this period of time. The new assignment shall be on the first day of such assignment. In the event that an assignment extends beyond two (2) weeks, the employee shall be paid the higher classification salary rate retroactively to his/her first day of assignment. At the completion of any temporary assignment, the employee shall return to his/her previous position, work schedule and hourly rate of pay.

The duties of any employee may be reviewed by the Library Director or on the Director's own initiative. If it appears that an employee belongs in a different job classification because of the employee's duties, the Director may recommend his/her reclassification to the Administrator who shall then review the facts and approve the reclassification. A reclassified employee shall be assigned to the new classification as of the effective date of the reclassification as approved by the Administrator. Reclassified employees shall only be eligible for a step increase on the anniversary following a reclassification.

ARTICLE 12 PAID HOLIDAYS

The following days shall be recognized as paid holidays:

New Year's Day
Martin Luther King Day
Presidents' Day
Patriots' Day
Thanksgiving Day
Independence Day

Labor Day
Columbus Day
Veterans Day
Memorial Day
Christmas
½ day
and New Year's

On which days employees shall be excused from all duty for service and public safety. If any of the above holidays fall on a normal day off, an additional day or half-day shall be provided at a time that is arranged between the employee and the Director. Holidays must be taken and no compensation will be paid for days not taken.

In order to provide employees one of the two summer holiday weekends (Memorial and Labor Day), the schedule will be "flipped" each year.

If required to work on one of the aforementioned holidays due to contingencies and/or emergencies, payment shall be made at the rate of one and one-half (1-1/2) times the normal rate.

ARTICLE 13 MATERNITY LEAVE

The Town and the Union recognize that the provisions of Section 105D of Chapter 149 of the General Laws of Massachusetts provide statutory rights concerning maternity leave for employees covered by this Agreement. Both parties agree that the aforementioned provisions shall apply to all such employees who have completed the statutory probation period of ninety (90) days.

As such, employees covered by this Agreement shall be entitled to the benefits outlined within the Federal Family Leave Act.

Whenever an employee shall become pregnant, she shall furnish the Employer with a certificate from her physician stating the expectant date of her delivery. While an employee may take maternity leave at any time after a diagnosis of her pregnancy by her physician is confirmed in writing, the Employer may require written certification from her physician as to how long the employee may continue her regular work.

All requests for maternity leaves of absence shall be made in writing by the employee to her immediate supervisor at least two (2) weeks prior to the desired commencement of the leave and shall indicate the approximate date of return.

The Employer shall reinstate the employee to her previous, or similar, position with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of return from an approved leave.

Article 14
Family Medical Leave

The Town will continue the employee's health benefits coverage during an approved FMLA period. To be eligible for FMLS, the employee must have worked for the Library one thousand (1000) or more hours in the past twelve (12) months. The employee will continue to accrue holiday, vacation and sick leave credits during the FMLA leave. After the later of FMLA and the employee exhausts all accrued leave, there will be no further accrual of sick or vacation, or payment for holidays. Seniority, however will accrue during the term of the leave. An employee taking such leave is entitled to be restored to the position held by the employee when the leave commenced, so long as the position is budgeted, and will be entitled to any other benefits the employee would have accrued had he/she not taken family leave. The Town may designate extended leave as Family Medical Leave, when appropriate.

ARTICLE 15
FUNERAL OR BEREAVEMENT LEAVE

Employees are granted time off for the death and/or memorial services in the immediate family or household. Bereavement leave includes the day on which the death occurs and up to three work days which follow.

"Immediate family" includes parent, parent-in-law, sibling, spouse, grandparent, a grandchild, son or daughter of employees. A "member of the household" includes anyone who resides with the same family unit as the employee and who is regarded, generally speaking as a member of the family.

Cases involving travel, funerals at later dates or other special circumstances should be referred to the Town Administrator. Permission shall not be unreasonably withheld.

For death of relatives other than the immediate family, an absence of up to one (1) full day may be allowed to attend funeral or memorial service

ARTICLE 16
VACATION LEAVE
(Employees Hired prior to July 1, 2012)

For employees hired prior to July 1, 2012, vacation shall be earned monthly and available on the first day of the next month based on regularly scheduled hours per week and longevity.

35 hrs	up to 5 years	5.83 hours per month	70 hours
	5 to 10 years	8.75 hours per month	105 hours
	10 to 20 years	11.67 hours per month	140 hours
	Over 20 years	14.58 hours per month	175 hours

20 to 35 hours will accrue vacation time proportionate to their

Example:

20 hrs up to 5 years 3.33 hours per month

Vacation time must be used within 14 months from the date earned from the accumulated total.

No monetary grant shall be allowed for vacations not taken and taken before it is earned.

If a paid holiday should fall during a vacation leave, an additional day taken by mutual consent between the employee and the Library Director.

Vacation leave is to be granted by seniority, subject to approval.

Vacation leave requests may be submitted by January 10 for the year to be approved by the Library Director. Approved vacations will be granted by seniority. Seniority will prevail if more than one leave request is submitted. The Director shall determine the number of employees that may be on vacation at any time but in no case shall the Director withhold approval until the next posting period, the Director will respond to any vacation request within 14 days. The vacation calendar will be updated with each approval.

Upon termination of employment for any reason cash payment for vacation will be made.

ARTICLE 17 OTHER LEAVES

(Employees Hired prior to July 1, 2011)

Employees covered by this Agreement hired prior to July 1, 2011 shall be entitled to (2) personal days per fiscal year, provided that the Library Director shall be notified in writing (24) hours notice. Personal time as provided under town code shall be observed.

Effective July 1, 2005, employees, who take one or less sick days in consecutive month periods, shall be credited with one (1) additional day to be used within three (3) months of it being earned. In the event the specified period mentioned above, it will be forfeited. Employees may claim to such a personal day with the Library Director within 14 days of qualifying for it.

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the length of service and not subject to the aforementioned accumulation.

Employees accumulating more than eighty (80) days of vacation days on a three (3) sick days traded for one (one) five (5) additional vacation days may be taken in any case not be compensated for in any other manner.

ARTICLE 19
Earned Time
Employees Hired After June 1, 1991

Employees working 20 or more hours per week shall be compensated as follows:

Years Service (or TA discretion)	Annual Accrual Days	Monthly Full Time Days	Monthly Part Time Days
0 to 5 yrs.	19	1.59	2.34
5+ yrs to 10	23	1.92	2.86
10 to 20 years	28	2.34	3.51
20 + years	32	2.67	4.03

Time is accrued in hours each month

- A. Earned Time (ET) may be used for vacations, sick leave, and other purposes.
- B. A "day" equals 1/5 of a regular workweek.
- C. Part time employees (20 or more hours per week) shall be compensated on a pro-rata basis.
- D. All requests for Earned Time off must have the approval of the supervisor and may be denied based on workload, staffing, and other factors.
- E. Earned Leave must be requested in advance with written notice and may be requested at least a full business day in advance.

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No Bargaining Unit Member shall be disciplined, discharged or terminated without just cause.

New hires are subject to a six (6) month probationary period. During this period, a probationary employee may be terminated for any reason and at the sole discretion of the Employer. Any such termination will not be subject to the grievance and arbitration procedure."

ARTICLE 21 HEALTH AND LIFE INSURANCE

Discussions about health insurance shall be in accord with M.G.L.

ARTICLE 22 Town of Franklin Policies

Library Employees acknowledge and, to the extent they do not conflict with the collective bargaining agreement, adopt policies adopted by the Town Council on or before January 1, 2012. Policies were previously incorporated in the Town By Law, have been transferred to Human Resource Policies and Procedures. Policies were published and distributed 11/09.

- a. Conduct/Ethic/Conflict of Interest
- b. Whistleblower
- c. Fraud
- d. Cell Phone Use
- e. Headset Prohibited
- f. Dress Code

ARTICLE 23 SENIORITY

The parties agree that the list marked at Attachment A, correctly states the Seniority of the present employees of the Franklin Public Library. All employees employed beyond the date of this Agreement shall have their Seniority determined from the date of hire by the Franklin Public Library. Seniority shall be broken by voluntary resignation, discharge for cause and any leave of absence in excess of one year.

ARTICLE 24 EDUCATIONAL INCENTIVE

The Town will reimburse the employee for all fees and tuition incurred in the attendance of seminars, college courses and conferences associated with library work, provided the employee has first obtained the permission of the Town Administrator or designated representative to attend said seminar and/or conference. Permission to attend shall be solely within the discretion of the Employer. The reimbursements shall come from an allocation of \$3,000 annually made solely for Library Staff Association members. Any funds not used during the year will revert to the Town. Library employees may receive additional educational reimbursements from the Town allocation at the discretion of the Town Administrator.

Employees will provide advance notice of their intent to utilize the benefit of this article by September 1st of each contract year to the Town Administrator or his/her designated representative. Requests received after September 1st shall be served on a first come first serve basis dependent upon the availability of residual funds.

Employees who have attained a degree from an accredited institution shall receive an additional annual compensation according to the following schedule.

- For Employees Hired prior to July 1, 2012,
 - Associates Degree (General) \$ 700.00
 - Bachelor's Degree (general) \$1,400.00
 - MLS Degree \$1,500.00
- After June 30, 2012, individuals hired or promoted into an L4 position who hold an MLS shall receive the Educational Incentive.

Employees with degrees, working less than 20 hours per week, may also participate on a pro-rated basis. (Hours worked in the preceding year divided by 52 weeks and by 35 hours per week.)

Payments will be made twice a year, November and May.

ARTICLE 25 UNION REPRESENTATION

A. Union Representatives

A written designation of the Union steward representatives shall be furnished to the employer immediately after his/her designation and the Union shall notify the Employer of any changes.

The above shall be granted reasonable time off during working hours to investigate and to settle grievances and attend meetings without loss of pay. The Employer shall be responsible to pay one (1) day's pay for one (1) employee to attend one (1) labor seminar per contract year.

B. Bulletin Board

Bulletin Boards shall be made available for posting and parties to this Agreement both of whom may use the bulletin board for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.

C. Access to Premises

The Employer agrees to permit representatives of the [national and local unions] to enter the premises at reasonable times during working hours for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance duties assigned to the employees.

ARTICLE 26 VOLUNTEER WORK

Under no circumstances will bargaining unit members' hours be replaced by volunteer help without agreement of the Union.

ARTICLE 27 ANNUAL EVALUATION

The Employer shall evaluate each member of the bargaining unit in writing on an annual basis. If a bargaining unit member disagrees with the content of the evaluation, the bargaining unit member shall have a right to present in writing contrary evidence to the Town Administrator. If the Town Administrator determines that the evaluation needs to be modified, he may make such remedial changes.

ARTICLE 29 DURATION

1. The effective date of this Agreement shall be July 1, 2015 through June 30, 2018.
2. This Agreement will terminate on June 30, 2018. Either party may terminate this Agreement provided termination is transmitted through the registered U.S. mails to the responsible signatories to the Agreement. In no case may a termination notice be sent less than thirty (30) days prior to the termination date herein agreed.
3. In case no agreement is reached prior to the termination of this contract and notice is received as specified above, all provisions of this contract remain in force and effect until a successor collective bargaining agreement is executed.

ARTICLE 30 RENEWAL

Should neither party to this Agreement send a notice of termination as described above in this Article, this Agreement will be considered to have been automatically renewed for another year.

ARTICLE 31 SEVERABILITY

Should any provisions of this Agreement be found to be in violation of any federal or state law or by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and if proper notice is given by either party as to the desirability of amending, modifying or changing such benefit, privilege or working condition, it shall be subject to negotiation between the parties.

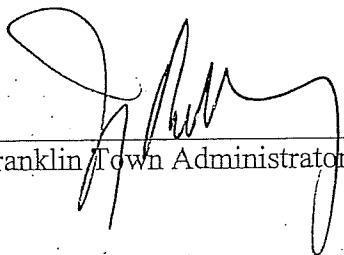
ARTICLE 32 STEP PLACEMENT AND ANNIVERSARY DATES

Employees hired or promoted between July 1 and December 31 will receive their step increases on July 1 in the next calendar year.

Employees hired or promoted between January 1 and June 30 will receive their step increases on July 1 of the next calendar year.

If an employee is demoted as a result of a staff reduction, he/she will receive his/her step increase on July 1.

Date: 9/14/15



Franklin Town Administrator

Wendy Roddy
9-9-15

Janice Roddy
9-9-2015

Franklin Public Library Staff Association,
MLSA, Local 4928, MFT, Massachusetts,
AFL-CIO

SENIORITY LIST

FRANKLIN LIBRARY STAFF ASSOCIATION – MLSA LOCAL 4928

CHARTER MEMBER	Date of Hire
1) Vicki Buchanio	01/19/84 (became permanent 1/16/89)
2) Rachel Dolaher	06/12/89
3) Denise Coughlin	09/05/89

*****END OF CHARTER MEMBER LISTING*****

(Ranking from this point determined by date of hire unless specific reason indicated)

4) Wendy Doody	07/20/92 (became permanent 5/20/02)
5) Janice Roddy	03/23/95 (part time 9/5/12)
6) Kara Naff	4/23/12
7) Lauren Towle	11/05/12
8) James (Ryan) Welch	10/7/13

Librarian 1

Library Assistant

Librarian 2

Librarian 3

Librarian 4

Supervisor of Reference and Public Services
Youth Services Librarian

Attachment A

Franklin Public Library Pay Scale FY16 through FY18
FY16 Effective July 12, 2015

Hired prior to July 1, 2012

	Step 4	Step 5	Step 6	Step 7
L1	19.08	19.84	20.63	21.45
L2	22.74	23.64	24.59	25.57
L3	24.95	25.94	26.98	28.05
L4	26.12	27.16	28.25	29.38

FY16
Effective
July 10,
2016

Employees hired after June 30, 2012

	Step1	Step 2	Step 3	Step 4	Step 5
L1	16.07	16.71	17.37	18.06	18.79
L2	17.67	18.37	19.10	19.86	20.66
L3	19.43	20.20	21.00	21.85	22.72
L4	24.18	25.39	26.65	27.98	29.38

FY17

Hired prior to July 1, 2012

	Step 4	Step 5	Step 6	Step 7
L1	19.47	20.24	21.05	21.88
L2	23.19	24.12	25.08	26.08
L3	25.45	26.46	27.52	28.61
L4	26.64	27.71	28.82	29.96

Employees hired after June 30, 2012

	Step1	Step 2	Step 3	Step 4	Step 5
L1	16.39	17.04	17.72	18.43	19.16
L2	18.02	18.74	19.49	20.26	21.07
L3	19.82	20.60	21.42	22.29	23.17
L4	24.67	25.90	27.19	28.54	29.96

FY16
Effective
July 9,
2017

FY18
Hired prior to July 1, 2012

L1	19.86	20.64	21.47	22.32
L2	23.65	24.60	25.59	26.60
L3	25.96	26.99	28.07	29.18
L4	27.18	28.26	29.40	30.56

Employees hired after June 30, 2012

L1	16.71	17.38	18.07	18.79	19.55
L2	18.38	19.11	19.88	20.66	21.49
L3	20.22	21.01	21.85	22.73	23.63
L4	25.16	26.41	27.73	29.11	30.56