

TENTATIVE AGREEMENT PROPOSED FOR RATIFICATION

BETWEEN THE
TOWN OF WAKEFIELD BOARD OF LIBRARY TRUSTEES
AND THE
LUCIUS BEEBE MEMORIAL LIBRARY STAFF ASSOCIATION
LOCAL 4928 (MLSA)
AMERICAN FEDERATION OF TEACHERS (AFT),
AFT MASSACHUSETTS (AFL-CIO)

This **MEMORANDUM OF AGREEMENT** is entered into by and between the Lucius Beebe Memorial Library Staff Association, Local 4928 (MLSA), American Federation of Teachers (AFT), AFT Massachusetts (AFL-CIO) (hereinafter the “Union”) and the Town of Wakefield Board of Library Trustees (hereinafter, the “Town”).

WHEREAS, the Town and the Union entered into a collective bargaining agreement for the period July 1, 2018 through and including June 30, 2021; and

WHEREAS, the duly-authorized representatives of the Town and the duly authorized representatives of the Union have met, pursuant to Massachusetts General Laws, Chapter 150E, to negotiate a successor agreement; and

WHEREAS, said representatives of the Town and the Union have, subject to ratification by the membership of the Union and the Board of Library Trustees, agreed to a successor agreement for the period of July 1, 2021, through and including June 30, 2024;

NOW, THEREFORE, in consideration of mutual promises and covenants, the parties hereto agree as follows:

The Collective Bargaining Agreement in effect for the period July 1, 2018 through and including June 30, 2021, shall be in full force and effect for the period July 1, 2021 through and including June 30, 2024, except as modified by this **MEMORANDUM OF AGREEMENT**.

1. Article III: Union Security

- a. Amend Article to delete Paragraph 3.4 and 3.5.
- b. Amend Article to re-number Paragraph 3.6 to read 3.4.
- c. Amend Article to add a new Paragraph 3.5 to read:
3.5 Information. The Town shall make information available to the Union after a reasonable request for same as provided by MGL c. 150E.
- d. Amend Article to add a new Paragraph 3.6 to read:
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.

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2. **Article VII: Stability of Agreement**

Amend Paragraph 7.4 to read:

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.

3. **Article IX: Hours of Work**

a. *Amend Article to add a new Paragraph 9.5 to read:*

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.

b. *Amend Article to add a new Paragraph 9.6 to read:*

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.

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4. **Article X: Holidays**

a. *Amend Paragraph 10.1 to add the following holiday inserted between Memorial Day and Independence Day: **Juneteenth***

b. *Amend Paragraph 10.4 to read:*

10.4 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 the a holiday falls on a Friday or Saturday the Library shall be closed** ~~the Trustees shall have the option of paying holiday pay to the employee for said day or declaring the nearest workday as such holiday~~ **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.**

5. **Article XI: Vacations**

Amend Paragraph 11.7 to read:

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. ~~The same is true for a day in which Town Buildings are closed due to inclement weather or other circumstances. This does not apply if Town Buildings unexpectedly close early on any given day.~~

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6. **Article XXVII: Miscellaneous**

Amend the chart in Paragraph 27.5 to read:

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.*** ~~This section shall not be subject to the provisions of ARTICLE V: Grievance Procedure.~~

7. **Article XXIX: Duration**

Amend Paragraph 29.1 to read:

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 ~~by certified or registered mail~~ **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.

8. **Appendix A: Authorization for Payroll Deduction Form**

Delete current Appendix A and replace with a new Appendix A to read:

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

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9. Appendix C: Salary Schedules

a. Cost of Living increases:

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

b. Delete current Appendix C and replace with a new Appendix C to read:

**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

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10. Housekeeping/Maintenance Changes:

- a. *Table of Contents – Change ARTICLE XXIII – “Employee Wages” to read “Personnel Files”.*
- b. *Page 1 of CBA delete superfluous language before the PREAMBLE.*
- c. *Underline the Preamble and Article Number in all headings.*
- d. *Article III – Paragraph 3.4 change “dues or agency fees” to read “dues deductions”.*
- e. *Article V – Paragraph 5.1 change “Step” to read “STEP” in each sub-paragraph.*
- f. *Article IX – Paragraph 9.4 add header “Sunday Hours/Work on Sunday:” and re-number the sub-paragraphs.*
- g. *Article X – make the following changes to Paragraph 10.1:*
 - (1) *Change “.” To “:”.*
 - (2) *Change “Martin Luther King Day” to read “Martin Luther King, Jr. Day”.*
 - a. *Change “Washington’s Birthday” to read “Presidents Day”.*
- h. *Article XII – Paragraph 12.9 add header “Part-Time Employees.” and re-number the sub-paragraphs.*
- i. *Article XIX – Paragraph 19.01 change “Schedule attached” to read “Schedules in Appendix C attached”.*
- j. *Article XIX – Paragraph 19.1 delete the paragraph that reads “Effective July 1, 2019 for every employee without exception, the existing step minimum (I) shall be eliminated. The remaining steps shall be listed minimum (I) – step VI and a new step VII shall be added at 1.5% above Step VI”.*
- k. *Article XIX – Paragraph 19.1 delete the paragraph that reads “Effective July 1, 2020 for every employee without exception, the existing step minimum (I) shall be eliminated. The remaining steps shall be listed minimum (I) – step VI and a new step VII shall be added at 1.5% above Step VI”.*
- l. *Article XX – re-number the 2nd Paragraph to read “20.2”.*
- m. *Article XXIII – Change the header “Employee Wages” to read “Personnel Files”.*
- n. *Article XXIX – Change the date and header information on the signature page.*

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This Memorandum of Agreement is subject to ratification by the Union and the Board of Library Trustees, and funding by the Town consistent with MGL c. 150E. The Parties agree to use their best efforts to obtain ratification by their respective bodies.

Signed in duplicate this 23rd day of June, 2021.

**TOWN OF WAKEFIELD
BOARD OF LIBRARY TRUSTEES**

**LUCIUS BEEBE MEMORIAL LIBRARY STAFF ASSOCIATION
LOCAL 4928, MLSA, AMERICAN FEDERATION OF
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