

TENTATIVE AGREEMENT PROPOSED FOR RATIFICATION

BETWEEN THE
TOWN OF LYNNFIELD

AND THE
LYNNFIELD 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 Lynnfield Library Staff Association, Local 4928 (MLSA), American Federation of Teachers (AFT), AFT Massachusetts (AFL-CIO) (hereinafter the “Union”) and the Town of Lynnfield Board of Selectmen (hereinafter, the “Town”).

WHEREAS, the Town and the Union entered into a collective bargaining agreement for the period July 1, 2019 through and including June 30, 2022; 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 Town and the Union, agreed to a successor agreement for the period of July 1, 2022, through and including June 30, 2025;

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

1. The Collective Bargaining Agreement in effect for the period July 1, 2019 through and including June 30, 2022, shall be in full force and effect for the period July 1, 2022 through and including June 30, 2025, except as modified by this **MEMORANDUM OF AGREEMENT**.

2. **ARTICLE 2: UNION DUES**

a. *Amend the last sentence in Paragraph 2.1 to read as follows:*

The **form attached hereto as Appendix D** authorization for deduction of Union dues form on the following page shall be used **for authorization of dues deductions**.

b. *Amend the current collective bargaining agreement to add a new Appendix D Membership Application and Authorization for Dues Deduction.*

3. **ARTICLE 7: HOURS OF WORK**

a. *Amend Paragraph 7.3 to read as follows:*

7.3 Employees covered by this Agreement shall be allowed one (1) fifteen (15) minute break ~~after~~ **during** every three and one-half (3 1/2) hours worked. **The provisions of this paragraph shall not be used to alter (shorten or lengthen) an employee’s work schedule.**

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b. *Amend Paragraph 7.5 to read as follows:*

7.5 Library Closing.

a. In the event the Library is closed due to weather conditions, Town Meeting, ~~building temperature~~ or ~~any~~ other ~~closings circumstances not specified in 26.1 below~~, those employees scheduled to work ~~these hours~~ shall be paid for ~~those their~~ scheduled hours.

1. In addition, on a day when the Library is closed solely due to a lack of staffing, all employees who report to work or are notified by the Town not to report to work shall be paid.

2. An employee 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, **unless it is determined that closure of the Library was solely due to a lack of staffing.**

b. In the event Library is closed under the provisions of this article, an employee normally scheduled to work **on the date of closure shall not be required to work from home.** **Any employee, who with the knowledge and consent of the Library Director or his/her designee works from home on a day when the library is closed shall receive compensatory time at the rate of time and one half and for all hours worked or any portion thereof.**

c. *Amend Paragraph 7.13 to read as follows:*

7.13 ~~Notwithstanding the provisions of Article 27, if the air conditioning at the Lynnfield Public Library is not functioning properly, or cannot be made to function due to a mechanical or electrical problem, including the loss of power, then the staff shall immediately notify the Library Director who will make a determination on whether to open the Library, or to remain open on a Saturday in the summer. If staff are unable to make contact with the Library Director then the Library shall be closed, or remain closed.~~

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Working 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. While working from home normal work hours/schedules will apply. The Town agrees to provide employees with the appropriate and necessary technology to work from home.

4. ARTICLE 12: PAID HOLIDAYS

a. *Amend paragraph 12.1 to add "**Juneteenth**" to the list of Paid Holidays, and change "**Washington's Birthday**" to read "**President's Day**".*

b. *Amend Paragraph 12.4 to read as follows:*

12.4 All part time employees shall be granted ~~pro-rated~~ holiday pay for any holiday that occurs on a regularly scheduled shift for said employees. Holiday pay will be ~~pro-rated based upon~~ the average number of ~~work hours per~~ week ~~divided by 5~~ **the employee is scheduled to work on the day the holiday is observed.** ~~Employees who are scheduled to work their normal shift on a holiday but who receive less than a normal shift of vacation pay based upon pro-ration may work additional hours on other days during that week to insure no loss of regular pay for that week.~~

5. ARTICLE 23: PART TIME BENEFITS

a. *Amend the Chart at the end of Paragraph 23.1 to read as follows:*

Vacation Leave	(Article 10)
Holidays	(Article 11)
Personal Leave	(Article 12)
Sick Leave	(Article 13)
Bereavement Leave	(Article 15)

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- b. *Amend Article 23 to add a new Paragraph 23.3 to read as follows:*

23.3 Effective with the ratification of the 2022-2025 collective bargaining agreement part-time employees who work fewer than twenty (20) hours per week shall be granted Bereavement Leave pro-rated according to the above-described calculation.

6. **ARTICLE 27: HEALTH AND SAFETY**

- a. *Amend Paragraph 27.1 to read:*

27.1 If the air conditioning, electrical, heating, plumbing, water supply or septic systems at the Lynnfield Public Library are not functioning properly, or **cannot be made to function due to a mechanical or electrical problem, including the loss of power**, then the staff shall immediately notify the Library Director who will make a determination on whether to open the Library, or to remain open. If staff are unable to make contact with the Library Director then the Town Administrator shall be notified, and he/she will make the determination on whether the Library will open, or remain open. If staff are unable to make contact with the Town Administrator then the Library shall be closed, or remain closed.

- b. *Amend Paragraph 27.3 to read:*

27.3 Any employee normally scheduled to work on a day when the library is closed, or closes early under the provisions of this Article shall suffer no loss of pay, and will be compensated for all hours worked and/or scheduled.

a. An employee normally scheduled to work on the date of closure shall not be required to work from home.

b. Any employee, who with the knowledge and consent of the Library Director or his/her designee works from home on a day when the library is closed shall receive compensatory time at the rate of time and one half and for all hours worked or any portion thereof.

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7. **ARTICLE 28: COMPENSATION SCHEDULE**

- a. Amend the current collective bargaining agreement to move Appendix B – Evaluation Form to Appendix C.
- b. Amend the current collective bargaining agreement to move Appendix A – Evaluation Procedure to Appendix B.
- c. Amend the current collective bargaining agreement to move the Compensation Schedule in Article 28 to Appendix A – Classification and Compensation Schedule.
- d. Amend Article 28 to change title of Article to read: Compensation Schedule.

- e. Amend Paragraph 28.1 to read as follows:

28.1 Effective **and retroactive to** July 1, 2019 **2022**, the following Classification and Compensation Schedule **attached hereto as Appendix A** shall be in effect.

- f. Amend Paragraph 28.2 to read as follows:

28.2 Employees shall progress to the next step after twelve (12) months of service in a Step. ~~An Employee shall progress to STEP 5, 10, 15, 20, 25, or 30 upon completion of the required number of years of continuous service to the Town on his/her anniversary date of hire.~~ **Effective July 1, 2024, current members of the bargaining unit on Step 7 or above shall advance one (1) Step each year, on their anniversary date of hire, until they reach Step 15. All other members of the bargaining unit and any employee hired after the ratification of the 2022-2025 agreement shall advance one (1) Step each year until they reach Step 5, and then advance one (1) Step every two (2) years until they reach Step 15, on their anniversary date of hire.**

8. **ARTICLE 29: PERSONNEL FILES/CRIMINAL BACKGROUND CHECKS**

- Amend Paragraph 29.2 to read as follows:

29.2 Criminal Background Checks. Employees of the Public Library shall be subject to Criminal Background Checks (hereinafter collectively referred to as "Criminal Offender Record Information" or "CORI" Checks) consistent with the Town of Lynnfield CORI Policy and applicable state law, **upon hiring as a condition of employment. Notwithstanding the Town of Lynnfield CORI Policy, employees who have completed their probationary period shall not be subject to random or on-demand CORI Checks except for good cause.**

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9. ARTICLE 30: DURATION

Amend Paragraph 30.1 to read:

30.1 This Agreement shall be effective as of July 1, ~~2019~~ **2022** and shall continue in full force and effect until June 30, ~~2022~~ **2025**, and shall thereafter be renewed automatically from year to year unless written notice of a desire to amend the terms of the Agreement is sent by one party to the other on or before January 1, ~~2019~~ **2025**.

10. HOUSEKEEPING

a. Delete Article 9: Longevity.

b. Renumber Article(s) 10-31 to read Article(s) 9-30.

11. WAGES

FY2023 - Effective and retroactive to July 1, 2022, delete the current Classification and Compensation Schedule in Appendix A and replace it with the Compensation and Classification Schedule below:

APPENDIX A

CLASSIFICATION AND COMPENSATION SCHEDULE

(FY2023) JULY 1, 2022 - JUNE 30, 2023										
NON-PROFESSIONAL CLASSIFICATIONS										
GRADE/TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 10	STEP 15	STEP 20	STEP 25	STEP 30
1 Library Technician	17.4817	18.1217	18.7617	19.4017	20.0417	20.6817	21.3217	21.9617	22.6017	23.2417
2 Senior Library Technician	19.8165	20.4765	21.1365	21.7965	22.4565	23.1165	23.7765	24.4365	25.0965	25.7565
3 Staff Librarian/Administrative Assistant	22.7058	23.3958	24.0858	24.7758	25.4658	26.1558	26.8458	27.5358	28.2258	28.9158
4 Circulation Services Librarian	24.4568	25.1468	25.8368	26.5268	27.2168	27.9068	28.5968	29.2868	29.9768	30.6668
PROFESSIONAL CLASSIFICATIONS										
GRADE/TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 10	STEP 15	STEP 20	STEP 25	STEP 30
5 Asst Director/Head Public Services	30.8628	31.7128	32.5628	33.4128	34.2628	35.1128	35.9628	36.8128	37.6628	38.5128
6 Department Head	28.0029	28.8129	29.6229	30.4329	31.2429	32.0529	32.8629	33.6729	34.4829	35.2929
FY2023 Rates Effective and Retroactive to July 1, 2022										
(FY2024) JULY 1, 2023 - JUNE 30, 2024										
NON-PROFESSIONAL CLASSIFICATIONS										
GRADE/TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 7	STEP 9	STEP 11	STEP 13	STEP 15
1 Library Technician	18.4841	19.1369	19.7897	20.4425	21.0953	21.7481	22.4009	23.0537	23.7065	24.3593
2 Senior Library Technician	20.8860	21.5592	22.2324	22.9056	23.5788	24.2520	24.9252	25.5984	26.2716	26.9448
3 Staff Librarian/Administrative Assistant	23.8637	24.5675	25.2713	25.9751	26.6789	27.3827	28.0865	28.7903	29.4941	30.1979
4 Circulation Services Librarian	25.6497	26.3535	27.0573	27.7611	28.4649	29.1687	29.8725	30.5763	31.2801	31.9839
PROFESSIONAL CLASSIFICATIONS										
GRADE/TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 7	STEP 9	STEP 11	STEP 13	STEP 15
5 Asst Director/Head Public Services	32.3471	33.2141	34.0811	34.9481	35.8151	36.6821	37.5491	38.4161	39.2831	40.1501
6 Department Head	29.3892	30.2154	31.0416	31.8678	32.6940	33.5202	34.3464	35.1726	35.9988	36.8250
FY2024 Rates are Effective July 1, 2023										
(FY2025) JULY 1, 2024 - JUNE 30, 2025										
NON-PROFESSIONAL CLASSIFICATIONS										
GRADE/TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 7	STEP 9	STEP 11	STEP 13	STEP 15
1 Library Technician	18.8538	19.5197	20.1855	20.8514	21.5172	22.1831	22.8489	23.5148	24.1806	24.8464
2 Senior Library Technician	21.3037	21.9904	22.6771	23.3637	24.0504	24.7371	25.4237	26.1104	26.7971	27.4838
3 Staff Librarian/Administrative Assistant	24.3410	25.0589	25.7767	26.4946	27.2125	27.9304	28.6482	29.3661	30.0840	30.8019
4 Circulation Services Librarian	26.1627	26.8806	27.5984	28.3163	29.0342	29.7521	30.4699	31.1878	31.9057	32.6236
PROFESSIONAL CLASSIFICATIONS										
GRADE/TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 7	STEP 9	STEP 11	STEP 13	STEP 15
5 Asst Director/Head Public Services	32.9940	33.8784	34.7627	35.6471	36.5314	37.4157	38.3001	39.1844	40.0688	40.9531
6 Department Head	29.9770	30.8197	31.6624	32.5051	33.3479	34.1906	35.0333	35.8760	36.7187	37.5614
FY2025 Rates are Effective July 1, 2024										

APPENDIX A
CLASSIFICATION AND COMPENSATION SCHEDULE

Effective July 1, 2023, current members of the bargaining unit shall advance on the Compensation and Classification Schedule according to the following migration chart:

LASTNAME	FIRSTNAME	DOH	YOS FY2023	GRADE	FY2023 STEP	FY2024 STEP	FY2025 STEP
Carbone	Joan	8/10/2022	0.0	Staff Librarian	1	2	3
Close	Maxwell	11/15/2022	0.0	Library Technician	1	2	3
Decker	Katherine	11/15/2010	12.0	Department Head	10	7	9
Huntington	Rachel	10/3/2022	0.0	Staff Librarian	1	2	3
Kampas	Barbara	9/9/2019	3.0	Staff Librarian	4	5	5
Kelly	Patricia	10/5/1998	24.0	Department Head	20	11	13
Klements	Marita	10/11/2022	0.0	Assistant Director	2	3	4
Lambright	Alexandra	4/15/2021	2.0	Department Head	1	2	3
Landergan	Kathe	3/15/2016	7.0	Staff Librarian	5	7	9
Lenehan	Beverly	7/11/2007	15.0	Library Technician	15	9	11
Lilley	Nathalie	10/2/2013	9.0	Library Technician	5	7	9
Mayerson	Dawn	2/20/2008	15.0	Library Technician	15	9	11
Nutile	Patricia	9/1/2001	21.0	Staff Librarian/AdMin	20	11	13
Piske-Perlmutter	Nathasha	11/2/2022	0.0	Staff Librarian	1	2	3
Silva	Pauline	9/28/1998	24.0	Staff Librarian	20	11	13
Stevens	Spencer	10/25/2021	1.0	Department Head	2	3	4
Toomey	Jillian	11/2/2020	2.0	Library Technician	3	4	5
Totman	Samantha	10/19/2020	2.0	Staff Librarian	3	4	5
Verry	Stephanie	11/14/2022	0.0	Library Technician	1	2	3

APPENDIX D
MEMBERSHIP APPLICATION
MASSACHUSETTS LIBRARY STAFF ASSOCIATION
LOCAL 4928



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: _____

<u>PAYROLL/TREASURER USE ONLY</u>			
<input type="checkbox"/> FULL DUES RATE	<input type="checkbox"/> HALF DUES RATE	<input type="checkbox"/> QUARTER DUES RATE	<input type="checkbox"/> EIGHTH DUES RATE

This Memorandum of Agreement is subject to ratification by the Town and the Union. The Parties agree to use their best efforts to obtain ratification by their respective bodies.

Signed in duplicate this **27th** day of **March, 2023**.

TOWN OF LYNNFIELD

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