

Agreement

between

Grafton Public Library Union

Local 4928

Massachusetts Library Staff Association (MLSA)

American Federation of Teachers (AFT)

AFT Massachusetts (AFL-CIO)

and the

Town of Grafton

July 1, 2023 - June 30, 2026

TABLE OF CONTENTS

	Page
Table of Contents	ii
Article 1 - Recognition	1
Article 2 - Non-Discrimination	1
Article 3 - Non-Harassment	2
Article 4 - Management Rights	2
Article 5 - Seniority	3
Article 6 - Wages	3
Article 7 - Longevity	3
Article 8 - Professional Development	3
Article 9 - Dues Deduction	4
Article 10 - Discipline	4
Article 11 - Grievance and Arbitration Procedure	4
Article 12 - Hours of Work/Working Conditions	6
Article 13 - Insurance	6
Article 14 - Holidays	7
Article 15 - Vacations	7
Article 16 - Sick Leave	9
Article 17 - Family and Medical Leave/Parental Leave	10
Article 18 - Personal Leave	12
Article 19 - Bereavement Leave	12
Article 20 - Jury Duty	13
Article 21 - Military Leave	13
Article 22 - Mileage	13
Article 23 - Dress Code	14
Article 24 - Unscheduled Closings	15
Article 25 - Union Rights	15
Article 26 - Reduction in Force/Recall	15
Article 27 - No Strike/Lockout	16
Article 28 - Severability	16
Article 29 - Duration	16
Appendix A - Salary Schedule	18
Appendix B - Membership Application	19

**ARTICLE 1
RECOGNITION**

1.0 The Employer recognizes the Union, Grafton Public Library Union, Local 4928, Massachusetts Library Staff Association (MLSA), American Federation of Teachers (AFT), AFT Massachusetts, (AFL-CIO), as the sole and exclusive bargaining agent for the purpose of collective bargaining on behalf of the employees in the bargaining unit consisting of all full time and regular part time library employees including administrative assistants, department heads, librarians, library account managers, library associates, library pages, senior library associates, archivist, circulation assistants, and cataloguers, excluding the Library Director, all managerial, casual, and all other employees.

1.1 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 terms contained in this Agreement.

1.2 The Employer and the Union having negotiated in good faith with respect to wages, hours, standard of productivity and performance and other terms and conditions of employment, hereby agree as follows:

**ARTICLE 2
NON-DISCRIMINATION**

2.0 Federal and State laws prohibit discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral and other aspects of employment on the basis of race, color, religion, sex, national origin, disability or age except where age and sex are essential bona fide occupational requirements, or where a qualified disabled individual is unable to perform the essential requirements of their job without reasonable accommodation. The Town commits itself to the principles and practices of equal employment opportunity, in compliance with Titles VI and VII of the Civil Rights Act of 1964; Executive Order No. 227 as amended; MGL Chapter 151B; and all other applicable Federal and State laws and regulations. All employees and applicants for employment will be recruited, hired, promoted, transferred, demoted, laid off, terminated, suspended, evaluated, or otherwise dealt with in a fair and equitable manner based solely upon merit, fitness and such occupational qualifications as each individual might possess. No personnel decisions shall be based upon race, color, religion, sex, national origin, age, sexual orientation, gender identity and/or expression or other non-job-related criteria. The Town shall not discriminate on the basis of disability unless disability renders the individual unable to satisfactorily perform the essential functions of the job. The Town of Grafton, recognizing the right of an individual to work and to advance on the basis of merit, ability, and potential without regard to race, gender, sexual orientation, gender identity and/or expression, color, disability, religion, national origin, national ancestry, or age, resolves to take affirmative action measures to ensure equal opportunity in the areas of hiring, promotion, demotion or transfer, recruitment, layoff or termination, rate of compensation,

training programs, and all terms and conditions of employment. The Town of Grafton shall strive to eliminate any systemic discrimination that may be pervasive throughout the place of employment, or throughout the personnel program that could adversely affect the Town's goals relative to equal employment opportunity. Employees are encouraged to report all violations of this policy to the Library Director. However, should the Library Director be involved in the violation, the employee should report the incident to the Town Administrator.

ARTICLE 3 NON-HARASSMENT

3.0 It is the Town's policy to provide a workplace free from discomfort or pressure resulting from ridicule, slurs, and harassment either relating to distinctions based upon race, national origin, sex, sexual orientation, gender identity and/or expression, age, religion or disability or simply from a lack of consideration for a fellow human being.

3.1 In addition to this policy, if any employee feels that they have been subjected to any form of harassment, they may file a complaint with the Library Director or the Town Administrator. A copy of this policy is contained in the Addendum Section of the Town Personnel Handbook.

ARTICLE 4 MANAGEMENT RIGHTS

4.0 The Employer shall not be deemed to be limited in any way by this agreement in the exercise of its regular and customary functions and prerogatives except as expressly modified by this Agreement. The Employer reserves and retains all powers, authority, and prerogatives not expressly abridged or modified by this Agreement, including, by way of example, the right (a) to direct employees, (b) to hire, promote, assign, retain employees in positions, to suspend, discharge, or take other disciplinary action against employees for just cause, (c) to maintain the efficiency of the operation, (d) to determine the methods, means, and personnel by which such operations are to be conducted, (e) to consolidate positions, layoff or reduce the work hours of employees for lack of funding or work and reassign employees and duties provided any layoff or reduction in work hours of employees is accomplished in accordance with Article 26 of this Agreement, and (f) to take whatever action may be necessary to carry out the mission of the Employer. Upon the request by the Union, the Town agrees to meet and confer with the Union, prior to taking action relative to the consolidation of positions, layoffs, reduction in hours or reassignment of duties, provided that such Agreement shall not in any way limit the Town's reservation of absolute discretion regarding the before mentioned actions relating to consolidation of positions, layoffs, reduction in hours and reassignment of duties and shall not require the Town to bargain to impasse as a condition precedent to any such action.

4.1 The Employer shall not be deemed to be limited in any way, either by this agreement or any past practice, in (a) its use of seasonal or temporary employees, drivers or equipment operators or (b) its use of subcontractors, contractors or other outside agents or employees.

4.2 Should the Employer contract or subcontract out any work currently performed by unit employees, no elimination of jobs, layoffs, or reduction in regularly scheduled hours will result.

**ARTICLE 5
SENIORITY**

5.0 Seniority shall mean an employee’s total length of continuous service with the library, commencing with the earliest date of employment in any position. Seniority shall be the determining factor in promotions and staff reduction.

**ARTICLE 6
WAGES**

6.0 Effective July 1, 2023, the Salary Schedule attached hereto as Appendix A shall be in effect.

Effective July 1, 2023 – 2% across the board increase
Effective July 1, 2024 – 3 % across the board increase
Effective July 1, 2025 – 2% across the board increase

**ARTICLE 7
LONGEVITY**

7.0 Employees covered by this agreement shall receive longevity payments according to their length of continuous service:

5 - 9 Years	\$300
10 - 14 Years	\$1,000
15 and More Years	\$2,000

7.1 Yearly payments shall be made in a lump sum in the first full pay period of July.

**ARTICLE 8
PROFESSIONAL DEVELOPMENT**

8.0 Requests shall be made in writing to the Library Director prior to enrollment in courses, Providing a description of the course of study and its relationship to Town Employment. Approval by the Library Director and Town Administrator is required in advance of enrolling in courses.

8.1 A letter grade, if applicable, of “B” or higher or a certificate of satisfactory completion will be required for reimbursement.

8.2 The Town will reimburse 50% of the tuition up to a maximum of \$500 per course for all earned credits towards any undergraduate or graduate degree program. The Town will reimburse 100% of the cost for course work related to employment.

8.3 The program is limited to one (1) course of college credit per semester towards a degree.

8.4 The Town will reimburse employees 100% of the cost for job related certifications, training and professional organization memberships.

8.5 For non-college trainings, certifications, or other professional development, employees must get approval by Library Director prior to enrolling.

ARTICLE 9 DUES DEDUCTION

9.0 The Union dues of employees covered by this Agreement will be deducted each pay period by the Employer from the wages of each employee covered by this Agreement who has signed an authorization form for the deduction of such dues, and presents it to the Treasurer of the Town in accordance with the applicable provisions of the General Laws, as amended. The amount of such dues shall be in accordance with the Constitution of the Union as certified to the Town Treasurer from time to time. The form attached hereto as Appendix B shall be used for authorization of dues deductions.

ARTICLE 10 DISCIPLINE

10.0 No bargaining unit member, after having completed their probationary period of six (6) months, shall be disciplined, discharged, or terminated without just cause. All discipline shall be progressive in nature.

10.1 During the first six (6) months of actual work performance exclusive of sick leave or leave with pay, the Director may discharge newly hired employees with or without cause.

ARTICLE 11 GRIEVANCE AND ARBITRATION PROCEDURE

11.0 A 'grievance' is defined as a dispute regarding an alleged violation of an express provision of this Agreement. The grievance shall cite which article of the Agreement is alleged to be violated, and shall be processed under the following procedures:

11.1 Employees covered by this Agreement may, at their discretion, with or without the Union Steward, discuss a potentially grievable issue with their immediate supervisor in order to settle a dispute. Employees may at their discretion, also choose to be assisted by a Union representative in

drafting and/or presenting a grievance to the employer, and at Step 3 not more than two (2) Union representatives may so assist. If the employee does not ask for active Union representation, one (1) Union representative shall have the right to be present for the purpose of observing the conference or meeting at which the grievance is presented.

11.2 Step 1. Within 14 calendar days of the event giving rise to the grievance, or within 14 calendar days of the time when the Union or the employee should have reasonably known of its occurrence, whichever is later, the Union or the employee so aggrieved shall file the grievance in writing, on a form approved by the Union, with the Library Director. The Director shall meet with the Union and the aggrieved employee and respond in writing within 14 calendar days of the filing of the grievance.

11.3 Step 2. If the grievance is not settled at Step 1 or within 14 calendar days of the deadline for the response by the Director, the Union or the employee may submit the grievance in writing to the Town Administrator. The Town Administrator shall meet with the Union and the aggrieved employee and respond in writing within 14 calendar days of the date the grievance was filed with the Town Administrator.

11.4 Step 3. If the grievance is not settled at Step 2 or within 14 calendar days of the deadline for the response by the Town Administrator, the Union or the employee may submit the grievance in writing to the Select Board. The Select Board shall meet with the Union and the aggrieved employee at its next regularly scheduled meeting following the date of the receipt of the grievance in the office of the Select Board. The Select Board shall respond in writing within 14 calendar days following the date of the meeting of the Board at which the grievance was heard. The implementation of this Section shall be consistent with the authority of the Town Administrator per the Town Charter.

11.5 Step 4. If the grievance is not resolved at Step 3 or within thirty (30) calendar days of the deadline for the response by the Select Board, the Union may submit the grievance to arbitration by filing a demand for arbitration with the Labor Relations Connection within thirty (30) calendar days of the Step 3 answer or the date it was due if no decision is issued. Prior to filing a demand for arbitration, the Union and the Town may select an arbitrator by mutual agreement; provided the failure to do so shall not extend the deadline for the Union to file with the Labor Relations Connection unless the parties agree otherwise.

11.6 The parties may, by mutual agreement, agree to extend any time limits stipulated in the above procedure.

ARTICLE 12
HOURS OF WORK/WORKING CONDITIONS

- 12.0** All full-time employees shall be scheduled for a minimum of 35 hours each week.
- 12.1** Schedules shall be distributed to employees a minimum of 30 days in advance.
- 12.2** Once schedules are distributed there shall be no change in said schedule unless by mutual agreement between the employee and the Director or their designee.
- 12.3** Part-time employees (employees working 20 hours or more per week) will receive all contractual benefits on a pro-rated basis.
- 12.4** The Town shall follow the Minimum Staffing Requirement Policy, as approved by the Board of Library Trustees dated June 23, 2021.
- 12.5** Temperature. In the event that the temperature in the library falls below 62 degrees or rises above 82 degrees for a period of at least one hour then the library shall be closed and all employees will be sent home with no loss of pay or time. The Library Director reserves the right to close individual rooms based on fluctuations in temperature.
- 12.6** Parking Lots/Walkways. In the event of snow or ice, if the parking lots and walkways are not plowed or treated by the Town by the opening of operations then the library shall remain closed until they are. If snow or ice occurs during working hours the parking lots and walkways shall be kept reasonably clear and maintained by the Town. If this does not happen then the library shall be closed, and all employees sent home with no loss of pay or time.
- 12.7** Manager in Charge. In the event that the Director is not onsite in the building they shall appoint a Department Head as Manager in Charge, rotated on an equitable basis. For Friday and Saturday shifts this responsibility may be broken up into 4-hour shifts.
- 12.8** Shift Differential. Employees who work nighttime hours (5-9 pm) or any hours on Saturday shall receive a shift differential of \$1.50 per hour.
- 12.9** Library employees are entitled to and shall expect a clean and safe work environment.

ARTICLE 13
INSURANCE

- 13.0** Health Insurance. All regular employees, including those serving their probationary period, who work at least 20 hours per week are eligible to participate in a group health insurance plan offered by the Town under the same conditions and contributions as other Town employees. For any indemnity plan that may be offered pursuant to Massachusetts General Laws Chapter 32B, the Town shall contribute 70% of the cost of the premium.

13.1 In the event an employee opts out of the Town’s insurance, the employee shall receive an incentive, spread out equally by period throughout the year. This incentive will be offered to enrollees who have received health insurance benefits through the Town for the immediate prior 12-month period. Eligible employees must submit the Opt-Out form found on the Grafton Website. This documentation will be required to be re-certified on an annual basis to qualify for the Opt-Out program each year.

13.2 The Annual Amount of the incentive payment will be: \$1,000 for individual coverage, and \$2,000 for family coverage.

13.3 Group Life Insurance Policy. All regular employees, including those serving their probationary period, are eligible to purchase a \$5,000 life insurance policy. The cost of the premium will be shared equally by the employee and the Town.

ARTICLE 14 HOLIDAYS

14.0 All employees shall be allowed the following legal holidays with pay:

New Year's Day	Labor Day
Martin Luther King Day	Indigenous Peoples Day
President's Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Juneteenth	Christmas Eve
Independence Day	Christmas Day

14.1 Christmas Eve shall be observed as a paid holiday only when it falls on a Monday through Saturday.

14.2 When one of the foregoing falls on a Sunday, the holiday will be observed the following Monday.

ARTICLE 15 VACATION

15.0 All employees shall accrue vacation leave in accordance with Section 15.1 below. Part-time Employees shall accrue vacation leave on a pro-rated basis, commensurate with the number of hours they work.

15.1 Vacation leave is earned in one fiscal year (July 1 to June 30) of continuous employment, to be taken once accrued and after the probationary period. Any employee who has successfully completed their six-month probationary period shall be entitled to vacation leave with pay according to the following:

Length of Service	Vacation Allowance
One (1) Year but Less Than Five (5) Years	Two (2) Weeks
Five (5) Years but Less Than Ten (10) Years	Three (3) Weeks
Ten (10) Years but Less Than Fifteen (15) Years	Four (4) Weeks
Fifteen (15) Years	21 Days
Sixteen (16) Years	22 Days
Seventeen (17) Years	23 Days
Eighteen (18) Years	24 Days
Nineteen (19) Years	25 Days

15.2 The employee's hire date (seniority) will be used to determine the rate at which leave is accrued. During the fiscal year in which the employee reaches their fifth, tenth, and twentieth year anniversaries with the Town, additional leave will be pro-rated at a rate of 0.5 days per month, with a maximum of 5 full working days, for each full month remaining in the fiscal year.

15.3 Notice of an employee's intended use of vacation leave shall be provided to the Library Director as soon as possible. Permission to use vacation leave shall not be unreasonably withheld. Vacation leave requests shall be granted to employee(s) on the basis of 1) the date the request was received and then 2) the individual's seniority as a library employee. All requests for vacation leave shall be submitted using Asureforce, the Town's payroll/time and attendance tracking system. The employer shall respond to the employee's request for vacation leave using Asureforce, and within one (1) week after the request is made.

15.4 Vacation leave is not cumulative from year to year, except upon the written approval of the Town Administrator in cases where an employee's vacation is canceled to meet an emergency or offset a critical personnel shortage. The Town Administrator may, in their sole discretion, authorize a carryover of not more than ten (10) days. This shall be subject to notification in writing to the Select Board.

15.5 Any regular employee who has successfully completed the probationary period, but who has been employed for less than 12 months as of July 1, shall be eligible for a vacation leave allowance at the rate of one paid vacation day for each completed calendar month of continuous employment in the prior fiscal year, not to exceed ten (10) days.

15.6 Upon the death of any employee, the Town shall pay to the employee's beneficiary an amount equal to the employee's accrued vacation allowance, up to the date of their death.

15.7 Upon the written recommendation of the department head, the Town Administrator in their sole discretion may grant to a new employee, vacation allowance of up to three (3) weeks on their start date, in recognition of prior experience and length of professional service. This shall be subject to notification in writing to the Select Board

15.8 This section shall not apply to seasonal or temporary employees who do not work at least six months in any one year.

ARTICLE 16
SICK LEAVE

16.0 Each regular employee covered under this contract is entitled to sick leave with full pay in accordance with the following provisions:

- A.** Each regular full-time employee shall accrue sick leave at the rate of one and one-quarter (1-1/4) days for each month of employment, cumulative to a maximum of 150 days.
- B.** Each regular part-time employee shall accrue sick leave on a pro-rated basis at the rate of one and one-quarter (1-1/4) days for each month of continuous paid part-time employment, cumulative to a maximum of 120 days.
- C.** Probationary employees are eligible to accrue sick leave from their start date and may use their sick leave upon hire.
- D.** Sick leave shall not accrue to any employee for any month in which they have been absent for more than 20 consecutive workdays. Sick leave may be taken in increments of one-half (1/2) hour.
- E.** Sick leave shall be granted for the following:
 - 1.** Personal illness or physical incapacity to such an extent as to be unable to perform the duties of the position.
 - 2.** Attending to family and any person who regularly resides within the household, whose illness requires the care of the employee. An employee who is absent from work by reason of illness or to care for a family member within the household for five (5) consecutive days shall be required to submit to the department head a physician's certificate authenticating the illness.
 - 3.** Medical appointments.
 - 4.** Enforced quarantine when declared by the Board of Health, or other jurisdictional agency, for the period of such quarantine only and not to exceed earned sick leave available.
- F.** Employees shall notify their immediate supervisor of their inability to report for duty at least one (1) hour prior to the start of their scheduled workday. An employee who is absent from work by reason of illness for five (5) consecutive days shall be required to submit to the department head a physician's certificate authenticating the illness which shall include the diagnosis, prognosis, and estimated return to full duty.
- G.** Any employee whose accrued sick leave has been depleted, and whose illness extends beyond the period noted above, may be granted an unpaid leave of absence by the Town Administrator.
- H.** Notification of the number of accumulated sick leave days shall be given annually to each employee at the beginning of the fiscal year.
- I.** Any employee receiving Workers Compensation under MGL Chapter 152 may use sick leave to supplement the difference between the amount of the Workers Compensation and their regular wages, until such time as their accrued sick leave is depleted. In no event shall the employee collect more than their regular pay.

J. Any employee who retires in accordance with Chapter 32 of the Massachusetts General Laws after reaching the age of fifty-five (55) shall receive a lump sum retirement bonus equal to thirty-three (33) percent of their accumulated sick leave at the time of retirement, up to a maximum amount equal to forty (40) days' pay. An employee shall notify the Town Administrator in writing of their retirement at least 6 months prior to their date of retirement. Failure to do so will result in a potential delay, but will not result in a loss of benefits.

16.1 Employees working less than 20 hours per week shall accrue sick time on a pro-rated basis based on their regularly scheduled hours.

ARTICLE 17 FAMILY AND MEDICAL LEAVE/PARENTAL LEAVE

17.0 Family and Medical Leave (FMLA)

A. Employees who have completed at least twelve (12) months of employment with the Town and who have worked at least 1,250 hours during the preceding twelve (12) months are eligible for Family and Medical Leave.

B. Eligible employees will be granted a leave for up to twelve (12) weeks during any 12-month period for:

1. family leave due to the birth, adoption or placement of a child (foster care), or
2. medical leave due to an employee's serious health condition, or
3. medical leave due to an employee's care of a spouse, child or parent who has a serious health condition.

C. At least thirty (30) days in advance, the employee shall submit to the department head or appointing authority, if there is no department head, a written notice of their intent to take family or medical leave and the dates and expected duration of the leave. If thirty (30) days' notice is not possible, the employee shall give notice as soon as practical.

D. In connection with family leave, employees shall, upon request by the department head or appointing authority, provide proof of birth, adoption, or placement of a child. In connection with medical leave, employees shall upon request of the department head or appointing authority provide medical certification which shall include:

1. In the case of the employee's illness, a statement by the health care provider on letterhead listing the provider's address and telephone number, that the provider has personally examined the employee, identification of the serious medical condition unless it is confidential in nature with date of onset and probable duration, and stating that the employee is unable to perform their duties due to the specific illness or injury on the days in question;
2. In the case of care for a spouse, child or parent, a statement by the health care provider on letterhead listing the provider's address and telephone number, that the spouse, child

or parent has been determined to be seriously ill and needing care on the days in question.

E. Employees must provide certifications requested under this section within fifteen (15) days of being asked to do so.

F. An appointing authority may require, at the Town's expense, a second opinion from a health care provider designated by the Town. If there is a conflict between the second opinion and the original medical certification, the appointing authority may seek a third opinion, at the Town's expense, from a health care provider designated or approved by both the Town and the employee.

G. Employees may be required to provide re-certification including the employee's affirmative commitment to return to work and anticipated date of return after each thirty (30)-day period of medical leave, or at shorter intervals if the employee requests an extension of leave; if there are significant changes from the original certification circumstances; or if the Town receives information which casts doubt on the validity of the certification.

H. Employees may request medical leave on an intermittent leave, or reduced work, schedule if medically necessary or if necessary to provide care for a family member. When such leave is requested, every effort shall be made to meet the employee's needs without unduly disrupting the Town's operations.

I. Leave under this section shall be unpaid unless an employee applies other paid leave benefits that may be available, such as vacation leave or sick leave. Use of such paid leave will not extend the total length of leave time available under this section beyond twelve (12) weeks in a twelve (12)-month rolling period.

J. Employees who are on family or medical leave shall not be eligible for any holiday pay or other compensation for any holidays which occur during the leave.

K. During the time an employee is on unpaid family or medical leave, the employee shall be entitled to group health insurance coverage on the same terms and conditions in effect at the time the leave began, provided the employee pays the required employee share of premium while on leave. If the employee fails to return to work from unpaid leave, the Town may recover from the employee the cost incurred in maintaining insurance coverage for the duration of the employee's leave.

L. At the expiration of family or medical leave, the employee will be returned to the same or equivalent position with the same status, pay and length of service as of the start of the leave. If, during the period of the leave, employees in an equivalent position have been laid off through no fault of their own, the employee will be extended the same rights or benefits, if any, extended to employees of equal length of service in the equivalent position in the department.

17.1 Parental Leave

A. During Parental Leave taken in conjunction with the birth, adoption or placement of a child, an employee shall receive their salary for ten (10) days of said leave, at a time requested by the employee. The ten (10) days of Parental Leave granted under this section may be used on an intermittent basis over the twelve (12) months following the birth or adoption, except that this leave may not be charged in increments of less than one (1) day. For cases of foster placement, if the placement is less than 10 days, the number of paid days shall equal the number of workdays that fall within the placement time period. In addition, if the employee has accrued sick leave, vacation leave or personal leave credits available, the employee may use such credits for which they may otherwise be eligible under the sick leave, personal leave, or vacation leave provisions of this agreement. The ten (10) days of paid leave granted under this section shall be pro-rated for regular part-time employees.

ARTICLE 18 PERSONAL LEAVE

18.0 Each regular employee is entitled to receive paid leave to conduct personal business, not to exceed four (4) days in any one fiscal year. These days will be distributed to all employees on July 1st of each year. Requests for personal leave must be made to the Library Director or designee at least one (1) hour prior to the beginning of the employee's scheduled workday, except in case of emergency. The approval of the request by the Library Director is discretionary but shall not be unreasonably denied. Personal leave days cannot accrue from fiscal year-to-year. Personal leave may be taken in minimum increments of one half (1/2) hour.

18.1 New hires are eligible to use personal leave after 30 days of employment. New hires will receive their 4 personal leave days pro-rated by quarter based on their date of hire.

ARTICLE 19 BEREAVEMENT LEAVE

19.0 In the event of a death in the immediate family, a regular employee or probationary employee is entitled to receive paid bereavement leave not to exceed five (5) days. Such leave shall not be charged to sick leave or vacation leave and is not cumulative from fiscal year-to-year. The term, "immediate family" is defined as: spouse including domestic partners, child including stepchild, miscarriage, still-birth, parent including stepparent and foster parent, siblings (including step), mother-in-law and father-in-law, grandparent, grandchild, aunt and uncle, brother-in-law, sister-in-law; and anyone else living in the household, and shall have no other meaning within the terms of this policy.

19.1 Employees may be granted additional bereavement leave of another two (2) days, at the discretion of the Town Administrator, in the event of the death of a spouse, child or parent, which shall be taken from Personal Leave, Sick Leave or Vacation Leave.

19.2 Upon the death of a Grafton Library employee, a minimum of one (1) day of paid leave will be allowed for library employees who wish to attend the funeral or related service. More time may be given at the discretion of the Library Director.

ARTICLE 20 JURY DUTY

20.0 An employee who shall be required to serve on a jury on days they are scheduled to work, in accordance with Chapter 234A of the Massachusetts General Laws, shall be paid their regular wages for the first three (3) days or part thereof, of such juror service, at their regular straight time. For fourth and subsequent days of such juror service, the employee shall be paid the difference between the amount received as juror compensation and the employee's regular straight time wages.

20.1 An employee required to serve on any federal jury on days they are scheduled to work, shall be paid the difference between the amount paid for juror service and the employee's regular straight time rate.

20.2 An employee seeking compensation in accordance with this section shall notify the department head after receipt of the notice of selection for jury duty, and shall furnish a written statement to the Town showing dates of juror service, time served, and the amount of juror compensation received.

ARTICLE 21 MILITARY LEAVE

21.0 Any regular employee called to temporary active military duty (Reserve or National Guard) will be compensated for the difference between their regular base pay and their military pay, upon providing satisfactory evidence of completion of the training period. Military leave is in addition to vacation leave to which they are entitled and shall not be charged to vacation time unless requested by the employee. Military pay shall be considered to be all pay received for the entire 14-day period, including Saturdays and Sundays. Military duty and summer training will not be considered an interruption of Town employment for the purposes of computing dates of service or seniority. Group insurance and other benefits will continue unchanged during this period of temporary active duty. If an employee is called or volunteers for longer periods of active duty, all insurance and other benefits will cease as of the date they are placed on regular military leave.

ARTICLE 22 MILEAGE

22.0 Mileage accrued in travel on authorized library business will be reimbursed at the IRS rate.

ARTICLE 23 DRESS CODE

23.0 The parties agree to a dress code that reflects the level of activity their jobs require. Clothing that allows for free range of motion is a necessary part of completing tasks in a comfortable and safe manner. Staff dress should easily allow crouching, bending, crawling around on the floor, packing and moving ILL and delivery boxes, moving furniture, creating and setting up displays, dancing/jumping/presenting active storytimes, shelving books, shifting books, lifting and moving heavy boxes, crafting with items such as paint, food coloring, glue, markers, and more. Additionally, during the winter months, employees are tasked with keeping walkways clear and spreading salt and sand to help keep the library safe for our patrons. Clothing must be durable enough to hold up to the wear and tear of an active job.

A. Other areas to highlight:

1. Preserving staff individuality and fostering connections with patrons, so we can help to create a safe and welcoming environment.
2. Dress appropriately for activity and temperature, year-round.

B. Dress Code:

1. All bottoms should be a length that allows staff to sit easily and comfortably, generally, no shorter than 4" above the knee.
 - Pants, capris, slacks, shorts, dresses, and skirts are all acceptable.
 - Jeans in good condition with finished hems are allowed (clean with no rips, tears, or stains).
 - Sweatpants, exercise pants, bib overalls, and spandex bottoms are not allowed.
 - Leggings are allowed when worn with tunic length tops, skirts, or dresses.
2. Button downs, sweaters, polo shirts, turtlenecks, knit tops, and tunics are allowed.
3. Spaghetti straps and open backed tops are not allowed.
4. Shirts with the Town logo, Library logo, or library/book related themes (including Summer Reading and Friends of the Library) are allowed.
5. Shoes must be closed toed.
6. Sneakers in good condition are allowed.
7. Staff must be neat and clean.
8. When representing the library at conferences, professional development, and other events as appropriate, staff will dress in business casual.
9. When representing the library at off-site events, staff will dress in attire appropriate to the event and location.
10. The discretion of the Director would allow exceptions to the dress code congruent with programming (e.g., Halloween and PJ Drive).

**ARTICLE 24
UNSCHEDULED CLOSINGS**

24.0 In the event of inclement weather, the Grafton Public Library will follow the Board of Library Trustees Policy on Inclement Weather dated March 22, 2023.

24.1 Any time the Town Hall closes as an additional holiday, extension of a holiday, a long weekend, staff appreciation, etc, the Library shall also be closed and all scheduled employees shall be paid for their regular shift. If the Library stays open, all scheduled employees shall receive comp time for their regular shift.

**ARTICLE 25
UNION RIGHTS**

25.0 The Union shall furnish the Town with a written list of Union representatives, and shall notify the Town of any changes.

25.1 The above shall be granted reasonable time off during working hours to investigate and to settle grievances and attend meetings without loss of pay.

25.2 Bulletin board space shall be provided by the Town for Union notices concerning Union business.

25.3 The Union shall have the right to reserve available space within the library for Union meetings. The Union shall notify the Library Director upon reservation of the available space.

25.4 The Union Chair(s) or designee shall be allowed to attend all Library Trustee meetings without loss of pay or time.

25.5 The Union Chair(s) shall be allowed to attend for up to 5 days of Union conventions/conferences with no loss of pay or vacation/personal time.

**ARTICLE 26
REDUCTION IN FORCE/RECALL**

26.0 In the event of a staff reduction, the senior employee shall replace the junior employee in their position, if the senior employee is at least equally qualified according to the qualifications stipulated in the job description.

26.1 Employees shall be entitled to recall for an open position for a period of up to two (2) years from the date of their layoff and shall be conducted on the basis of seniority.

**ARTICLE 27
NO STRIKE/LOCKOUT**

27.0 No library employees shall engage in any work stoppage, slowdown, or strike.

27.1 Management shall not lockout employees for any reason.

**ARTICLE 28
SEVERABILITY**

28.0 Should any provision 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 29
DURATION**

29.0 This agreement shall take effect on July 1, 2023, and shall continue in full force and effect until June 30, 2026, and continue thereafter until such time as the parties have negotiated a successor agreement. No changes of any kind will be made without the agreement of both parties.

WHEREFORE, the parties have executed this Agreement on this 21st day of November 2023.

For the Town of Grafton

For the Grafton Public Library Union
Local 4928, Massachusetts Library Staff
Association (MLSA), American Federation
of Teachers (AFT), AFT Massachusetts, AFL-CIO

APPENDIX A
SALARY SCHEDULE

FY2024 - 7/1/2023 COLA 2.0%												
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12
GRADE 1	\$17.69	\$18.13	\$18.58	\$19.04	\$19.52	\$20.01	\$20.51	\$21.02	\$21.55	\$22.09	\$22.64	\$23.21
GRADE 3	\$22.89	\$23.46	\$24.05	\$24.65	\$25.27	\$25.90	\$26.55	\$27.21	\$27.89	\$28.59	\$29.30	\$30.03
GRADE 4	\$24.97	\$25.59	\$26.23	\$26.89	\$27.56	\$28.25	\$28.96	\$29.68	\$30.42	\$31.18	\$31.96	\$32.76
GRADE 5	\$27.05	\$27.73	\$28.42	\$29.13	\$29.86	\$30.61	\$31.38	\$32.16	\$32.96	\$33.78	\$34.62	\$35.49
GRADE 6	\$31.21	\$31.99	\$32.79	\$33.61	\$34.45	\$35.31	\$36.19	\$37.09	\$38.02	\$38.97	\$39.94	\$40.94
	TITLE											
GRADE 1	Library Page											
GRADE 3	Administrative Assistant		Library Accounts Manager		Library Associate		Senior Library Associate					
GRADE 4	Librarian - Adult Services		Librarian - Reference		Librarian - Young Adult Services							
GRADE 5	Librarian - Technical Services											
GRADE 6	Department Head - Borrower Scvs		Department Head - Childrens		Department Head - Reference		Department Head - Teen Svcs					
FY2025 - 7/1/2024 COLA 3.0%												
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12
GRADE 1	\$18.22	\$18.68	\$19.15	\$19.63	\$20.12	\$20.62	\$21.14	\$21.67	\$22.21	\$22.77	\$23.34	\$23.92
GRADE 3	\$23.58	\$24.17	\$24.77	\$25.39	\$26.02	\$26.67	\$27.34	\$28.02	\$28.72	\$29.44	\$30.18	\$30.93
GRADE 4	\$25.72	\$26.36	\$27.02	\$27.70	\$28.39	\$29.10	\$29.83	\$30.58	\$31.34	\$32.12	\$32.92	\$33.74
GRADE 5	\$27.86	\$28.56	\$29.27	\$30.00	\$30.75	\$31.52	\$32.31	\$33.12	\$33.95	\$34.80	\$35.67	\$36.56
GRADE 6	\$32.15	\$32.95	\$33.77	\$34.61	\$35.48	\$36.37	\$37.28	\$38.21	\$39.17	\$40.15	\$41.15	\$42.18
	TITLE											
GRADE 1	Library Page											
GRADE 3	Administrative Assistant		Library Accounts Manager		Library Associate		Senior Library Associate					
GRADE 4	Librarian - Adult Services		Librarian - Reference		Librarian - Young Adult Services							
GRADE 5	Librarian - Technical Services											
GRADE 6	Department Head - Borrower Scvs		Department Head - Childrens		Department Head - Reference		Department Head - Teen Svcs					
FY2026 - 7/1/2025 COLA 2.0%												
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12
GRADE 1	\$18.58	\$19.04	\$19.52	\$20.01	\$20.51	\$21.02	\$21.55	\$22.09	\$22.64	\$23.21	\$23.79	\$24.38
GRADE 3	\$24.05	\$24.65	\$25.27	\$25.90	\$26.55	\$27.21	\$27.89	\$28.59	\$29.30	\$30.03	\$30.78	\$31.55
GRADE 4	\$26.23	\$26.89	\$27.56	\$28.25	\$28.96	\$29.68	\$30.42	\$31.18	\$31.96	\$32.76	\$33.58	\$34.42
GRADE 5	\$28.42	\$29.13	\$29.86	\$30.61	\$31.38	\$32.16	\$32.96	\$33.78	\$34.62	\$35.49	\$36.38	\$37.29
GRADE 6	\$32.79	\$33.61	\$34.45	\$35.31	\$36.19	\$37.09	\$38.02	\$38.97	\$39.94	\$40.94	\$41.96	\$43.01
	TITLE											
GRADE 1	Library Page											
GRADE 3	Administrative Assistant		Library Accounts Manager		Library Associate		Senior Library Associate					
GRADE 4	Librarian - Adult Services		Librarian - Reference		Librarian - Young Adult Services							
GRADE 5	Librarian - Technical Services											
GRADE 6	Department Head - Borrower Scvs		Department Head - Childrens		Department Head - Reference		Department Head - Teen Svcs					

APPENDIX B
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			
<input type="checkbox"/> FULL DUES RATE	<input type="checkbox"/> HALF DUES RATE	<input type="checkbox"/> QUARTER DUES RATE	<input type="checkbox"/> EIGHTH DUES RATE