

AGREEMENT
BETWEEN THE
TOWN OF ABINGTON
AND THE
ABINGTON LIBRARY STAFF ASSOCIATION,
LOCAL 4928, AFT - MA, AFL-CIO

July 1, 2020 - June 30, 2023

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PREAMBLE

This agreement, entered into by the Town of Abington, Abington Public Library (hereinafter referred to as the "Town"), and Abington Library Staff Association, Local 4928, MLSA, AFTMA, AFT, AFL-CIO (hereinafter referred to as the "Union"), has as its purpose the promotion of harmonious relations and peaceful procedures for the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment. Generally, the Library's policies, mission and budget are determined by the Board of Library Trustees. The Town and Union acknowledge that in implementing policies that may affect the terms and conditions of employment, the Town recognizes the Union's rights and the obligations required by M.G.L. c. 150E.

ARTICLE 1 RECOGNITION

- 1.1. The Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours of work, and other conditions of employment for all full-time and permanent part-time employees, excluding the Director, who work twenty (20) hours or more per week in the Burton L. Wales Library.
- 1.2. The Town will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining, nor make any agreement with any such group or individual for the purpose of undermining the Union or changing any condition contained in this Agreement.

ARTICLE 2 UNION DUES AND AGENCY FEE

- 2.1. The Union dues of employees covered by this Agreement will be deducted weekly by the Town from the wages of each employee covered by this Agreement who has signed an authorization form for the deduction of such dues and presented it to the Treasurer of the Town. 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 authorization of dues form on the following page shall be used. Dues deductions shall be made pursuant to M.G.L. Chapter 180 § 17a.
- 2.2. This section intentionally left blank
- 2.3. The Town Treasurer shall transmit promptly each month to the Union Treasurer the deducted union dues and agency fees, together with a list of the employees from whose wages such Union dues and agency fees shall have been deducted, and the Town Treasurer shall require of the Union Treasurer such bond in such forms as may satisfy the Town Treasurer in accordance with the provisions of Chapter 150E, Section 12 of the Massachusetts General Laws.

- 2.4. The Union agrees to indemnify and hold harmless the Town for any damages which the Town is requested or ordered to pay by an administrative agency or court of competent jurisdiction as the result of the Town's compliance with this Article.

**ARTICLE 3
DISCRIMINATION AND COERCION**

- 3.1. There shall be no discrimination by the representatives of the Town against any employee covered by the terms of this Agreement because of race, creed, color, sex, or age, disability or sexual orientation and such employees shall receive the full protection of this Agreement.

**ARTICLE 4
GRIEVANCE PROCEDURE**

- 4.1. Any grievance or dispute which may arise regarding the application, meaning, or interpretation of this Agreement shall be settled in accordance with the steps, time limits, and conditions set forth below in this Article. Employees shall attempt to resolve any question informally before using the grievance procedure.

Step 1. The Union Steward and/or representative, with or without the aggrieved employee, shall take up the grievance or dispute in writing with the Library Director within three (3) working days of the date of the grievance or his knowledge of its occurrence. The Director shall attempt to adjust the matter and shall respond to the Steward within three (3) working days.

Step 2. If the grievance is not resolved at Step 2, it shall be submitted in writing to the Town Manager or their designee within five (5) working days after the answer of the Library Director is due. The Town Manager or their designee shall reply within fifteen (15) days after the receipt of said grievance.

Step 3. If the grievance still remains unsettled, it shall be presented to the Board of Library Trustees in writing within five (5) working days after the response of the Town Manager is due. The Board of Library Trustees shall conduct a hearing and respond in writing within five (5) working days. Time periods may be extended by mutual agreement.

Step 4. If the grievance is not settled at Step 3, either party may submit the grievance to arbitration by giving written notice to the other within fifteen (15) days after the reply of the Board of Selectmen or its designee is due.

Step 5. The arbitrator shall be selected by mutual agreement of the parties hereto. If the parties fail to agree on a selection in the first instance, the American Arbitration Association (AAA) will be requested to provide a list of arbitrators from which a selection shall be made in accordance with the applicable rules of the AAA. Expenses for the arbitrator's services shall be shared equally by the parties.

Step 6. The arbitrator shall have the authority to settle only grievances defined herein. Any grievance appealed to an arbitrator over which he/she has no power to rule shall be referred back to the parties without a decision. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement. The decision of the arbitrator shall be legal and binding upon the parties.

Step 7. Discipline. Employees shall have the right to have a Union Steward or representative present in any disciplinary action, including warning or reprimand. Reprimand of an employee shall be done in a manner so as not to embarrass the employee. No reprimand shall be placed in an employee's file unless first shown to the employee.

Step 8. Employees shall not be suspended, lowered in rank and/or compensation, or discharged except for just cause, and the reasons for any of the preceding shall be given to the employee in writing after having served a six (6) month probationary period.

ARTICLE 5 SENIORITY

- 5.1. Seniority shall be defined as the length of continuous and uninterrupted service in job classification at the Library. Employees with interrupted service who are reemployed by the Town shall be credited with prior service after working a period of time equal to the length of their absence.
- 5.2. Seniority shall apply in choice of vacation. However, management shall have the sole discretion to determine the number of employees who may be on vacation at any one time.
- 5.3. The principle of reverse seniority within job classification applies in the event of layoff. Employees laid off will be given first opportunity within job classification for rehire in order of seniority.

ARTICLE 6 HOURS OF WORK

- 6.1. The number of hours in the full-time work week, as established in this Agreement, shall be seven (7) hours per day and thirty-five (35) hours per week. Changes in work schedules shall be made only after mutual discussion between the Union and the Town.
- 6.2. A rest period, not to exceed fifteen (15) minutes, in each half shift shall be included in the work schedules of all employees. Employees may leave the premises during rest periods.
- 6.3. Flex time shall be utilized as described in the attached sheet.

**ARTICLE 7
OVERTIME**

- 7.1. Employees covered by this Agreement shall be paid overtime at the rate of one and one-half (1-1/2) times the regular rate of pay for work in excess of eight (8) hours in a work day or forty (40) hours in a work week. Compensatory time off may only be given to an employee at his or her request and at the sole discretion of the Director, calculated at the rate of one (1) hour for each hour worked, for work performed in excess of eight (8) hours in a work day, or in excess of thirty-five (35) hours in a week. In no event, however, may an employee receive compensatory time off, in lieu of monetary compensation, for hours worked in excess of forty (40) hours in a given work week.

**ARTICLE 8
PAID HOLIDAYS**

- 8.1. All employees covered by this Agreement who are regularly employed shall receive regular compensation for the following holidays, or the day following when any of the listed holidays occur on a Sunday:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
Washington's Birthday	1/2 day before Thanksgiving
Patriot's Day	Thanksgiving Day
Memorial Day	1 day before Christmas
Independence Day	Christmas Day
Labor Day	1/2 day New Year's Eve
	Juneteenth

- 8.2. When any of the above holidays occurs on a full-time employee's regular day off, such employee shall receive either regular compensation for the holiday or compensatory time off, at the sole discretion of the Director.
- 8.3. A permanent part-time employee who works twenty (20) hours or more a week shall receive the holiday compensation only if he/she is scheduled to work on the holiday.

**ARTICLE 9
VACATIONS**

- 9.1. Any employee covered by this Agreement who has actually worked for the Town for thirty (30) weeks in the aggregate shall be granted a vacation of two (2) weeks in each fiscal year. In scheduling vacations, preference should be given to employee on the basis of years of employment in the department, whenever possible.
- 9.2. Part-time employees whose hours of work follow a regular schedule shall be granted vacation weeks on the same schedule as full-time employees, prorated to their hours of work.

- 9.3. Employees covered by this Agreement who have completed five (5) years of service shall be granted three (3) weeks, vacation as of their anniversary date of employment. Employees covered by this Agreement who have completed ten (10) years of service shall be granted four (4) weeks vacation as of their anniversary date of employment. Employees covered by this Agreement who have completed eighteen (18) years of service shall be granted five (5) weeks vacation as of their anniversary date.
- 9.4. If an employee has fulfilled the requirements for a vacation but has not been granted it, and his/her services are terminated by dismissal or by resignation, retirement, or death, the employee (or his/her estate) shall be paid the amount due in lieu of the vacation due.
- 9.5. Professional employees shall be allowed two (2) weeks unpaid vacation, the above notwithstanding.
- 9.6. If a holiday credit falls within the vacation period, it shall not count as part of the vacation allowance.
- 9.7. With the approval of the Trustees or their designee up to 10 days of vacation may be carried forward to the next fiscal year.

ARTICLE 10
SICK LEAVE

- 10.1. Persons covered by this Agreement shall earn paid sick leave at the rate of one and one quarter (1-1/4) days per month for a total of fifteen (15) days per year. Sick leave shall be prorated for part-time employees.
- 10.2. No sick leave will be allowed during the first month of employment. Credit will be deposited on the first day of the month following the first full month of employment.
- 10.3. If an employee is absent five (5) days or more chargeable to sick leave, or has repeated absences of short duration, a statement from the employee's physician may be required, such statement to give the nature of the illness and the expected duration. In order for sick leave to be allowed, an employee must notify the Library on the first day of absence, and continue to keep the Library informed of further absences in a timely manner. Sick leave notification may be reported by the employee, his/her family, or physician.
- 10.4. Accumulation of sick leave will be a maximum of one hundred sixty (160) days for full-time employees, prorated for part-time employees.
- 10.5. Emergency leave chargeable to sick leave shall be granted up to a maximum of eight (8) working days in any calendar year for any of the following reasons:
- a. serious illness in the employee's immediate family,

- b. dental appointments,
 - c. physical examinations, or
 - d. other sickness-preventative measures
- 10.6. Vacation leave credits may be used for sick leave purposes when an employee's sick leave credits have been exhausted.
- 10.7. Upon retirement, death, or layoff of any qualified employee, said employee or his/her estate will receive compensation for all unused accumulated sick leave at one-quarter (1/4) the rate of pay which he/she was receiving at the time of his/her retirement, death or layoff, up to ten thousand dollars (\$10,000).
- 10.8. A sick leave bank shall be established with provisions agreeable to the Board of Selectmen and the Association. Said agreement shall be attached to this contract upon completion.
- 10.9. **Bonus for non-use of sick leave**

Employees may earn a bonus of one day's pay of no sick leave use in 6 consecutive months up to a maximum of 2 per year.

In addition, if the entire sick leave use by union does not exceed 19 days in fiscal year; 1 additional day's pay per employee if employee uses no more than 1 day sick leave in fiscal year. The 19 days computation does not include any sick leave use over 5 consecutive days by a union member.

- 10.10. Sick Leave may be taken in ½ hour increments

**ARTICLE 11
LEAVE OF ABSENCE**

- 11.1. Any employee may be granted a leave of absence without pay for up to six (6) months, provided such request is reasonable and made in writing to the Library Director. All such leaves shall be approved by the Library Director or Trustees.
- 11.2. Any extension of leaves of absence shall be approved by the Library Director and Trustees.
- 11.3. The Town agrees to abide by the provisions of General Laws Chapter 149, §105D relative to maternity leave. Employees may use the benefits of the unpaid leave of absence article for maternity leave.

ARTICLE 12

JURY PAY

- 12.1. The Town agrees to make up the difference in an employee's wages between a normal week's wages and compensation received for jury duty.

ARTICLE 13

FUNERAL LEAVE

- 13.1. Employees shall be allowed four (4) work days for a verified death of a husband, wife, child, parent, parent of either spouse, grandparent, grandchild, brother, or sister or any other member of employee's immediate household. Regularly scheduled work days during this leave shall be compensated.

Employees shall be allowed one (1) paid day to attend the funeral of a foster child/parent who has lived in same household for at least one year.

- 13.2. If an employee suffers a death among those persons who are related, such as brother or sister-in-law, aunt, uncle, or first cousin, three (3) days' paid leave of absence will be allowed for attendance at the funeral.

ARTICLE 14

MILITARY LEAVE

- 14.1. Temporary military duty will not be compensated.
- 14.2. Seniority will continue during active military duty.

ARTICLE 15

JOB POSTING AND VACANCIES

- 15.1. Whenever a position covered by this Agreement becomes vacant, and the employer determines that the position shall be filled, such a vacancy will be adequately publicized by the Director by means of a notice placed on the Association bulletin board as far in advance as possible. The qualifications for the position, its duties, and the closing date for filing an application will be clearly stated. The Union representative shall be notified in writing at the time of posting. This notice of vacancy shall remain posted for seven (7) days. Employees interested shall apply in writing within the seven (7) day period.
- 15.2. The employer will award the position to the most senior qualified applicant. In filling such vacancy, the employer in its sole discretion may make any appointment to the position, contingent upon the satisfactory completion of a ninety (90) day trial period. Any present employee who, in the estimation of the employer, fails to satisfactorily complete the ninety (90) day trial period shall revert back to his/her former position and to his/her former salary. If the most senior qualified applicant has not, in the judgment of the employer, performed satisfactorily during the ninety (90) day trial period, the employer may fill the vacancy from outside the bargaining unit. Any grievances brought

pursuant to this Article shall be processes only through the Board of Selectmen, and there shall be no recourse to binding arbitration.

**ARTICLE 16
BULLETIN BOARD**

16-1. A bulletin board shall be provided for use of the Union.

**ARTICLE 17
HEALTH INSURANCE AND LIFE INSURANCE**

17.1. The Town will offer BCBS Network Blue HMO and Harvard Pilgrim HMO.

- The Town will contribute 60% of the health insurance cost to the eligible employee
- The employee will contribute 40% of the health insurance cost

The Town agrees to implement a comprehensive Dental Plan through Delta Dental as follows:

- The Town will contribute 50% of the Dental Plan cost to the eligible employee
- The employee will contribute 50% of the Dental Plan cost

17.2. The co-payments for the health insurance plans shall be as follows:

BCBS Network Blue HMO

Office visit co-pay from \$5 to \$15

Emergency room co-pay from \$25 to \$75

Mail order prescription drugs from \$10/\$20/\$35 to \$20/\$40/\$75

Harvard Pilgrim HMO

Office visit co-pay from \$10 to \$15

Emergency room co-pay from \$50 to \$75

The 1st two tiers for retail prescription drugs from \$5/\$15 to \$10/\$20

Mail order prescription drugs from \$5/\$15/\$35 to \$20/\$40/\$105

**ARTICLE 18
MANAGEMENT RIGHTS**

18.1. The Employer shall not be deemed to be limited in any way by this Agreement in its exercise of its managerial rights, functions or prerogatives. It is the exclusive right of the Employer to determine its mission, to set standards of services to be offered to the public, to exercise control and discretion over its organization and operations, to determine the methods, means and personnel by which the Employer's operations are to be conducted and to determine the merits, necessity or organization of any service provided by the Town.

The employer retains all powers and authority not expressly abridged, modified or articulated expressly in this Agreement. By way of example, but not limitation, the employer retains the following rights:

1. To determine mission, budget and policy;
2. To determine organization of its Departments, the number of employees, the work functions and the technology of performing them;
3. To determine the numbers, types and grades of positions or employees assigned to a work project, tour of duty, or to any location, task, vehicle or building;
4. To supervise, manage, direct and assign employees;
5. To establish or abolish classes of positions;
6. The right to hire promote or transfer employees;
7. To set expectations of employees in his or her work performance;
9. To determine the equipment to be used;
10. To establish qualifications for ability to perform work in classes or ratings;
11. To establish or modify work schedules and shift schedules after consultation or negotiation with the union;
12. To take whatever actions may be necessary to carry out its responsibilities in situations of emergency;
13. To enforce existing rules and regulations for the governance of the various Library Department functions and to add to or modify such regulations after consultation or negotiation with the Union;
14. To slightly alter or amend job descriptions and assignments from time to time as operational efficiency may require;
15. To lay off due to lack of funds or for any other legitimate or lawful reason; and
16. To temporarily relieve employees due to incapacity to perform duties or for any other legitimate or lawful reason subject to the terms of this Agreement.

The failure of the Employer to enforce, or insist upon, the performance of any term, condition or provision of this Agreement in any one or more instances shall not be deemed a waiver of such term, condition or provision

**ARTICLE 19
SEVERABILITY**

- 19.1. Should any provision of this Agreement contain a conflict with a municipal personnel bylaw, rule or regulation, or any statute as defined in Massachusetts General Laws Chapter 150E §7, the terms of this Agreement shall prevail.

**ARTICLE 20
NO STRIKE**

- 20.1. No public employee or employee organization shall engage in a strike, and no public employee or employee organization shall induce, encourage, or condone any strike, work

stoppage, slowdown, or withholding of services in accordance with Massachusetts General Laws Chapter 150E, § 9A.

ARTICLE 21
PROBATIONARY PERIOD

- 21.1. New employees shall serve a six (6) month probationary period. At the end of the six (6) month probationary period, any employee whose performance and ability does not warrant continued employment may be discharged. The determination to discharge an employee shall be in the sole discretion of the employer. Said discharge shall be without further recourse and shall not be subject to the grievance and arbitration provisions outlined in this Agreement. After having completed the probationary period, no employee shall be disciplined, suspended, or discharged except for just cause.

ARTICLE 22
MISCELLANEOUS

- 22.1. After working one (1) week at a higher classification, thereafter an employee shall be paid at the higher rate of the higher classification, excluding vacation coverage. The higher rate of pay expires once the employee returns to working in their regular classification.
- 22.2. If an employee is called back to work after a regularly scheduled shift and he/she has already left the work premises, the employee shall be guaranteed a minimum of three (3) hours' pay.
- 22.3. To qualify for overtime, the employee who is called back must work more than eight (8) hours in one day or forty (40) hours per week, as provided for in Article 7 of this Agreement.
- 22.4. Each employee shall be entitled to three (3) personal days for each calendar year, which personal days may be taken for pressing personal reasons. The employee shall, where possible, make a written request for utilization of said personal leave at least forty-eight (48) hours in advance, which request shall not be unreasonably denied.
- 22.5. Employees shall be allowed to attend professional meetings without loss of pay, subject to the Director's approval. Employees shall be reimbursed for mileage at the IRS rate and expenses in connection with their attendance at such professional meetings.
- 22.6 **Tuition reimbursement:**

Class must be relevant to employee's work (inclusive of computer training) as approved by Library Director. Reimbursement is subject to successful completion with "C"

average or better. Employee must sign agreement to stay in town service for one year after course completion to receive reimbursement.

Tuition reimbursement will be limited to \$850 per year per employee. Every effort shall be made by the Library Director and the Union to adjust and accommodate employee's work schedule to attend course(s).

- 22.7. The library trustees shall select one full time professional staff member to act as Acting Library Director in the Library Director's absence. The stipend for this shall be \$3,095 annually. This will increase each year by the same percent as the Library Director's salary increases.
- 22.8. The Town shall comply with the Small Necessities Leave Act.
- 22.9. An employee who is required in the course of his/her duties to use a personal vehicle will be reimbursed at the IRS mileage rate per mile.

**ARTICLE 23
WAGES**

- 23.1. Effective retroactive to July 1, 2020, each step on the salary schedule shall be increased by 2%;

Effective July 1, 2021, each step on the salary schedule shall be increased by 2%;

Effective July 1, 2022, each step on the salary schedule shall be increased by 2%.

The parties agree to reopen the contract for the purpose of discussing wages if, during the life of this collective bargaining agreement, any Town bargaining unit reaches an agreement with the Town for a general across the board wage increase greater than that delineated above

Wages shall be set forth in Appendix A, attached hereto and made a part hereof.

**ARTICLE 24
DURATION OF AGREEMENT**

- 24.1. Except as otherwise specifically provided, this Agreement shall be effective as of July 1, 2020 and shall continue in effect until June 30, 2023, and the parties agree to reopen the contract in the second year to bargain over any recommendations of the Joint Committee which may apply to the Library. The contract shall be automatically renewed from year to year thereafter, unless either party serves upon the other written notice of a desire to modify or terminate this Agreement. If such notice is served, negotiations shall commence between the parties.

- 24.2. The Union agrees to waive any requirement that the Town hold a Special Town Meeting within thirty (30) days after this Agreement is executed.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized representatives on this _____ day of August 2021

For the Town of Abington

For the Abington Library Staff Association

**ARTICLE 25
LAYOFF AND RECALL**

- 25.1. In the event it becomes necessary for bona fide economic reasons to reduce the workforce, the Employer shall notify the Union at least thirty days (30) days in advance of the need for reductions. The parties shall then meet to determine ways to avoid any reductions in force.
- 25.2. When reductions remain necessary, voluntary reductions shall occur prior to forced reductions.
- 25.3. Part - time employees shall be laid off prior to full - time employees. Layoffs shall be in reverse order of seniority within a department; the least senior employees shall be the first laid off
- 25.4. Employees shall be entitled to recall rights for an open position (for which they are qualified) for a period of up to two (2) years from the date of being laid off Recall shall be conducted on the basis of seniority.
- 25.5. No new employees shall be hired while an individual has recall rights.
- 25.6. Employees who are recalled will be credited with prior continuous service for the purposes of seniority, and shall be afforded all rights and benefits they held prior to being laid off (provided such rights and benefits have not been altered in ensuing collective bargaining agreements. In such instances, the employee will be afforded rights and benefits in accordance with the Agreement in place at the time of his/her recall.).

ARTICLE 26
HEALTH & SAFETY

- 26.1. A Health and Safety committee shall be established consisting of two (2) union members and two (2) management people. Such committee shall meet at least once every six (6) months to discuss health and safety topics at the Library. Any recommendations made by the Committee shall be forwarded to the Union and Department.

- 26.2. The Committee will discuss any potential safety issues affecting the workplace. At the discretion of the Director, the Library shall be closed during declared states of emergency. In such instances employees shall suffer no loss of pay nor leave time.

**APPENDIX A
SALARY SCHEDULE 20120-2023**

Effective July 1, 2020:

	Library	Assistant	Children's
	Assistant	Librarian	Librarian
Step 1	\$16.39	\$18.85	\$24.53
Step 2	\$18.41	\$20.56	\$25.97
Step 3	\$18.78	\$20.97	\$26.49
Step 4	\$19.16	\$21.39	\$27.02
Step 5	\$19.54	\$21.81	\$27.56
Step 6	\$19.93	\$22.25	\$28.11
Step 7	\$20.33	\$22.70	\$28.67
Step 8	\$20.74	\$23.15	\$29.25
Step 9	\$21.15	\$23.61	\$29.83
Step 10	\$21.57	\$24.08	\$30.43

Effective July 1, 2021:

	Library	Assistant	Children's
	Assistant	Librarian	Librarian
Step 1	\$16.72	\$19.22	\$25.02
Step 2	\$18.78	\$20.97	\$26.49
Step 3	\$19.16	\$21.39	\$27.02
Step 4	\$19.54	\$21.82	\$27.56
Step 5	\$19.93	\$22.25	\$28.11
Step 6	\$20.33	\$22.70	\$28.67
Step 7	\$20.73	\$23.15	\$29.25
Step 8	\$21.15	\$23.62	\$29.83
Step 9	\$21.57	\$24.08	\$30.43
Step 10	\$22.00	\$24.57	\$31.04

Effective July 1, 2022:

	Library	Assistant	Children's
	Assistant	Librarian	Librarian
Step 1	\$17.05	\$19.61	\$25.52
Step 2	\$19.16	\$21.39	\$27.02
Step 3	\$19.54	\$21.81	\$27.56
Step 4	\$19.93	\$22.25	\$28.11
Step 5	\$20.33	\$22.69	\$28.67
Step 6	\$20.73	\$23.15	\$29.25
Step 7	\$21.15	\$23.62	\$29.83
Step 8	\$21.58	\$24.09	\$30.43
Step 9	\$22.01	\$24.56	\$31.04
Step 10	\$22.44	\$25.06	\$31.66

FLEX TIME

Flex Time. Full time staff works thirty-five (35) hours per week. A flex time option would be used only with consent of the Board of Library Trustees, the Director, and the Union Staff Members. Staff members should not feel coerced to accept a flex time schedule. It must be a mutually set schedule of thirty-five (35) hours per week. Overtime must be paid if more than forty (40)hours are worked per week.

Vacation/Sick Time. In respect to flex time, a full-time worker's accumulated vacation time and sick time will be pro-rated into hours (i.e., 2 weeks vacation + 70 hours) for this purpose.