

AGREEMENT

BETWEEN

TOWN OF WAKEFIELD

AND THE

LUCIUS BEEBE MEMORIAL LIBRARY STAFF ASSOCIATION

LOCAL 4928

MASSACHUSETTS LIBRARY STAFF ASSOCIATION (MLSA)

AMERICAN FEDERATION OF TEACHERS (AFT)

AFT MASSACHUSETTS (AFL-CIO)

JULY 1, 2024 – JUNE 30, 2027

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PREAMBLE

WHEREAS, the LUCIUS BEEBE MEMORIAL LIBRARY STAFF ASSOCIATION, MASSACHUSETTS LIBRARY STAFF ASSOCIATION, hereinafter called the Union, was certified by the Labor Relations Commission of the Commonwealth of Massachusetts on February 15, 1979, as the exclusive representative of certain employees of the TOWN OF WAKEFIELD, hereinafter called the Town; and

WHEREAS, the parties desire to establish and maintain harmonious relations and a state of mutual understanding and cooperation between them;

NOW, THEREFORE, in consideration of their mutual promises and agreements herein contained, the parties mutually covenant and agree as follows:

ARTICLE I **RECOGNITION**

1.1 The Town hereby recognizes the Union as the exclusive representative of all regular full-time and part-time library employees including custodians, matrons, librarians, library assistants, head of technical services, excluding director of library, assistant director, secretary to director, pages, confidential and managerial employees and all other Town employees.

1.2 It is understood that since the Union is the exclusive representative with respect to conditions of employment, the Union shall be given reasonable notice and an adequate opportunity to bargain over contemplated changes in working conditions. The Town will not be arbitrary in making any such changes.

ARTICLE II **NO DISCRIMINATION**

2.1 The Town will not discriminate against any employee on the basis of race, religion, color, national origin, sex, age, disability or sexual orientation.

ARTICLE III **UNION SECURITY**

3.1 The Town agrees to deduct one initiation fee and to deduct Union dues once each month from the pay of each employee who executes or has executed an appropriate form of authorization of check off and to remit monthly the aggregate amount to the Treasurer of the Union along with a list of employees who have had said dues deducted.

3.2 It is understood that it is the responsibility of the Union to provide the check off forms and to have them executed by an employee.

3.3 The Town agrees not to discharge or discriminate in any way against employees covered by this Agreement on account of Union membership or lawful union activities.

3.4 The form attached hereto as Appendix C, shall be used for authorization of dues deductions.

3.5 Information. The Town shall make information available to the Union after a reasonable request for same as provided by MGL c. 150E.

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.

ARTICLE IV **MANAGEMENT RIGHTS**

4.1 The Town and the Trustees of the Library reserve and retain all rights and authority not expressly abridged by the specific provisions of this Agreement. Specifically these rights include but are not limited to the right to determine library hours, library branch locations, library technology, employee work schedules, use of pages and part-time employees, staffing, promotions and work assignments, to discipline, suspend or discharge employees for just cause, and to promulgate reasonable rules and regulations.

ARTICLE V **GRIEVANCE PROCEDURE**

5.1 Only matters involving the discharge or discipline of employees or the application, meaning or interpretation of this Agreement shall constitute a grievance under this Article. Grievances shall be submitted in writing, signed by the aggrieved employee, and shall be processed in the following manner:

STEP 1. Between the designated Union Representative, with or without the aggrieved employee, and the Director of the Library (“Director”) or her designated representative within ten (10) days of the occurrence or failure of occurrence, whichever may be the case, of the incident upon which the grievance is based. If the grievance is not settled within five (5) working days, the Union may process the grievance at Step 2.

STEP 2. Between the designated Union Representative, with or without the aggrieved employee, and the Town Administrator of the Board of Selectmen or his designated representative. Any grievance not settled within fourteen (14) working days at Step 2 may be referred to arbitration, as provided in Section 5.3 within thirty (30) calendar days of the expiration of the fourteen (14) working days.

5.2 The stated time limits may be extended in any particular case by the written agreement of the parties. The designated Union Representative may be accompanied at any step of the grievance procedure by a representative of the Union who is not an employee.

5.3 Grievances not settled in the steps of the grievance procedure may be referred to an arbitrator or an arbitration tribunal agreed upon by the parties. The word “arbitrator” as used in this Article shall be construed to include an arbitration tribunal. If the parties are unable to agree upon an arbitrator, the arbitrator shall be designated by the American Arbitration Association under its procedures (or the Massachusetts Board of Conciliation and Arbitration if the parties so agree). The fees and expenses of the arbitrator shall be shared equally by the parties and each party shall bear the expenses of its own representatives and witnesses.

5.4 The arbitrator shall be without power to alter, amend, add to or subtract from the language of this Agreement, or to hold ex parte hearings. The decision of the arbitrator shall be final and binding upon the parties to the extent permitted by law. The arbitrator shall submit his decision in writing.

5.5 There shall be one Union Representative and one alternate. The Representative or alternate will be given reasonable time off to investigate grievances, provided that such investigation does not interfere with the normal operation of the Library, and provided that permission in advance is obtained from the Director or Assistant Director.

5.6 The standard of discipline and discharge shall be just cause. To the extent permitted by law, the grievance and arbitration provisions of this Agreement shall be the exclusive method of resolution of disputes involving discipline and discharge.

5.7 The first six (6) months of employment shall be a probationary period during which there shall be no right to grieve concerning the discharge or discipline of an employee. For a part-time employee the probationary period will be one (1) year.

5.8 An employee who is being disciplined is entitled to have a Union Representative present, if one is available.

ARTICLE VI
NO STRIKES OR STOPPAGES

6.1 The Union agrees that neither it nor any of its officers or representatives will call, instigate, authorize, sanction or ratify any strike, slowdown or stoppage of work by the employees it represents.

6.2 The Town may terminate the employment of, or otherwise discipline, any employee who engages in any strike, slowdown or stoppage of work.

6.3 The Town agrees that the Union shall not be liable for any violation of Section 6.1 which the Union has not instigated, authorized, sanctioned or ratified and the Union agrees that in the event of any violation of Section 6.1 will in good faith try to bring such violation to an end as soon as possible.

ARTICLE VII
STABILITY OF AGREEMENT

7.1 No agreement, understanding, alteration or variation of the agreements, terms or provisions herein contained shall bind parties unless made and executed in writing by them.

7.2 The failure of the Town or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the Town or of the Union to future performance of any such term or condition, and the obligations of the Union or of the Town to such future performance shall continue in full force and effect.

7.3 Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree immediately to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

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.

ARTICLE VIII
JOB POSTING AND BIDDING

8.1 Before filling a position covered by this Agreement other than temporarily, the intention to fill the position shall be posted in a conspicuous place in the main library listing the pay, duties and qualifications and shall remain posted for 14 days (7 days for part-time custodial jobs) during which time interested employees may apply in writing to the Director. The Union Representative shall be notified in writing at the time of the posting

8.2 The Town agrees to give primary weight to the professional background, qualifications and attainments of all applicants, to the length of time each has served and to other relevant factors. Preferential consideration will be given to qualified current employees.

ARTICLE IX
HOURS OF WORK

9.1 The normal full-time work week shall consist of 35.5 hours. The employee currently serving as the Union President and the affected employees will normally be given at least two (2) weeks' notice of permanent changes in work schedules and given an opportunity to discuss them before the changes are made.

9.2 Meal schedules can be adjusted to reflect the requirements of scheduling for the 35.5 hour week.

9.3 Employees working a full day will be granted a 15 minute break in the morning and a 15 minute break in the afternoon. Employees working less than a full day, but four (4) hours or more, will be granted one 15 minute break.

9.4 Sunday Hours/Work on a Sunday:

A. The Library may open full or limited hours on Sundays from time to time. The Library Director or designee will determine the staffing needs for Sunday hours including staff roles to be covered.

B. The Library Director or designee will make reasonable efforts to distribute available Sunday work to employees on a voluntary and reasonably equitable basis. The Director reserves the right to assign Sunday hours to cover needed staff roles and further reserves the right to turn away volunteers, e.g., if the Sunday

hours will increase a part-time employee's hours in that week to 20 hours or more.

C. The Library Director or designee will attempt to provide the opportunity for available Sunday work first to volunteers as referenced in the first sentence of Section 9.4 B above. If there are insufficient volunteers, the Director reserves the right to hire additional staff, including non-bargaining unit and temporary workers. Those hired primarily to cover weekend work will not be considered as part of the bargaining unit. Nothing herein will prevent the Director or designee from assigning bargaining unit employees if she deems it necessary under the circumstances.

D. Sunday work will be paid at time and a half the employee's straight time rate of pay.

E. Bargaining unit members will not be required to work on legal holidays falling on a Sunday.

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.

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.

ARTICLE X **HOLIDAYS**

10.1 The following days shall be recognized as paid legal holidays under this Agreement:

New Years Day	Independence Day
Martin Luther King, Jr. Day	Labor Day
Presidents Day	Columbus Day
Patriots Day	Veterans Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Day

10.2 Each full time employee (excluding seasonal or temporary employees) shall be entitled to receive a day's pay (one-fifth of the weekly salary) for each of the above designated holidays without having worked on such holiday, provided the employee shall have worked on his last regularly scheduled working day prior to and his next regularly scheduled working day following such holiday, or was in full pay status on such preceding and following days.

10.3 Part-time employees (excluding seasonal or temporary employees) shall be entitled to receive pay equivalent to their regularly scheduled hours for each of the designated holidays they are scheduled to work without having worked on the holiday, provided the employee shall have worked on his last scheduled working day prior to and his next scheduled working day following such holiday, or was in full pay status on such preceding and following days.

10.4 An employee eligible for holiday pay who performs work on one of the designated holidays shall be paid at one and one-half (1 1/2) times his regular hourly rate for hours worked on such holiday in addition to his holiday pay. If a holiday falls on the normal day off of a full-time employee, the Town shall have the option of paying holiday pay to the employee for said day or granting another day off with pay during the holiday week.

10.5 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 a holiday falls on a Friday or Saturday the Library shall be closed 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.

10.6 Informal holiday practices will continue to be at the discretion of the Library Trustees.

10.7 Employees required to work on the Friday or Saturday after Thanksgiving shall receive vacation time off (at time and a half) and this vacation time shall be used within the same calendar year.

10.8 Each employee in full time employment shall be eligible for 1/2 day off with pay per year for a religious observance. Requests for such time off shall be subject to approval by the Director based on the operating needs of the library and shall normally be made at least 72 hours in advance.

ARTICLE XI
VACATIONS

11.1 Non-Professional Employees.

A. A non-professional employee in full time employment shall accrue up to 1.5 weeks of vacation with pay in the first calendar year beginning on their date of hire. Time shall be accrued at 0.625 days per month, regardless of the start date.

B. A non-professional employee in full time employment shall accrue three (3) weeks of vacation with pay each January 1 thereafter.

C. A non-professional employee in full time employment with ten (10) years of service shall accrue four (4) weeks of vacation with pay on their anniversary and on each January 1 thereafter.

D. A non-professional employee in full time employment with twenty (20) years of service shall accrue five (5) weeks of vacation with pay on their anniversary and on each January 1 thereafter.

11.2 Professional Employees.

A. A professional employee in full time employment shall accrue up to 2 weeks of vacation with pay in the first calendar year beginning on their date of hire. Time shall be accrued at 0.833 days per month, regardless of the start date.

B. A professional employee in full time employment shall accrue four (4) weeks of vacation with pay each January 1 thereafter.

C. A professional employee in full time employment with twenty (20) years of service shall accrue five (5) weeks of vacation with pay on their anniversary and on each January 1 thereafter.

11.3 An employee eligible for more than two (2) weeks of vacation shall take such additional vacation allowance consecutively with the first two (2) weeks of vacation allowance only if approval has been obtained from the Director for such consecutive vacation allowance.

11.4 Upon the death of an employee who is eligible for a vacation under the provisions hereof, payment shall be made to the estate of the deceased in an amount equal to the vacation allowance as earned.

11.5 Employees who are eligible for vacation under the provisions hereof and whose services are terminated by dismissal, except for dishonesty, or by retirement, or by entrance into the armed forces or resignation, shall be paid an amount equal to the vacation allowance as earned prior to such dismissal, retirement, or entrance in the armed forces or resignation.

11.6 Absences on account of sickness in excess of that authorized under this Agreement or for personal reasons not provided for under sick leave may, at the discretion of the Director, be charged to vacation leave if requested by the employee.

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.

11.8 An employee may carry over a maximum of two vacation weeks from one vacation year to another with approval of the Director. Any carryover of vacation time will normally be limited to one year to avoid pyramiding.

11.9 Part-time employees who otherwise meet the eligibility requirements of 11.1 or 11.2 shall be granted pro-rata vacation with pay as provided in Appendix D. For purposes of 11.7, a part-time employee shall be granted an additional day only if it would have been a regularly scheduled work day.

ARTICLE XII **SICK LEAVE**

12.1 Full Time Employees.

A. An employee hired on or after 7/1/2018 in full time employment shall accrue up to ten (10) days of sick leave with pay in the first calendar year beginning on their date of hire. Time shall be accrued at 0.833 days per month, regardless of the start date.

B. An employee in full-time employment shall accrue ten (10) days of sick leave with pay beginning each January 1 thereafter up to a maximum of one hundred twenty (120) days.

12.2 If the amount of credit provided under Section 12.1 or 12.9 has been or is about to be exhausted, an employee may make application for additional allowance to that provided under Section 12.1 or 12.9. Such application shall be made to the Director who is authorized, with the concurrence of the Trustees, to grant additional allowance not to exceed twenty (20) additional sick leave days per annum. Requests for additional sick leave in excess of these twenty (20) days shall be made through the Director to the Personnel Administrator. The Personnel Administrator with the approval of the Town Administrator is authorized to grant such additional allowance as he may determine to be equitable after reviewing the recommendation of the Director and all other circumstances, including the employee's attendance and performance records. Vacation and all other unused leave must be used up before justified extensions of sick leave are granted in the

case of nonservice connected injury or illness. It is the intent of this provision to allow the employee the full benefit of the Sick Leave Provisions of the Town Personnel By-Laws.

12.3 Sick leave must be authorized by the Director and must be reported on forms provided for same in accordance with established regulations. A physician's certificate of illness may be required by the Director before sick leave is granted.

12.4 An employee suffering from a disability resulting from alcoholism or drug addiction shall be eligible for sick leave provided he is participating in an approved rehabilitation program complying with its requirements. This shall not affect the right to impose discipline for reporting for work under the influence of alcohol or drugs or otherwise violating Library rules.

12.5 In the event an employee who is eligible to receive compensation under the provisions of this Article is eligible to receive Worker's Compensation payments, compensation granted under the provisions of this Article shall be limited to the difference between the amount paid in Worker's Compensation and the employee's regular rate.

12.6 In case of pregnancy, a female employee shall be given the option of (a) taking sick leave up to a maximum of eight (8) weeks, or (b) taking an unpaid leave of absence for a period of up to eight (8) weeks. An employee with less than eight (8) weeks sick leave or who chooses to use less than eight (8) weeks sick leave may take an unpaid leave of absence for the remainder of the pregnancy leave up to eight (8) weeks. Such pregnancy leave shall relate to the expected date of delivery. Upon the expiration of pregnancy leave, a female employee who gives written notice to the Director that she intends to return to her position shall, if she so desires, be granted an unpaid leave of absence for a period up to ninety (90) days.

12.7 In the event an employee is considered fit to go back to work by the employee's own doctor after a sick leave, no sick time shall be charged to the employee after such time as the employee presents such a certificate of the employee's doctor to the Director; provided, however, if a Town doctor later finds that said employee was not fit to return to work, then said days shall be charged to the employee's sick leave.

12.8 Upon death, retirement, loss of employment due to a reduction in force, or resignation after ten (10) years of service, an employee (or the employee's estate) will be paid for one-third (1/3) of all accumulated sick leave days. The maximum payment will be one-third (1/3) of one hundred twenty (120) days (=40 days maximum). The rate of pay for each accumulated day of paid sick will be one-fifth (1/5) of the employee's weekly wage rate in effect on the employee's date of termination.

12.9 Part-Time Employees.

A. A part-time employee shall be allowed a pro rata amount of sick leave with pay each calendar year, subject to all applicable provisions of Article 12.

B. The allowance to be credited is shown in Appendix D, which becomes part of this Agreement. The annual sick leave allowance shall be determined by the ratio of the actual hours worked during the previous calendar year to that allowed as the equivalent of full-time employment, namely 25 or more hours per week average.

C. For the purpose of debiting sick leave where the employee's normal schedule is less than 7 hours, a day shall be equivalent to 7 hours of scheduled work.

D. The time to be debited shall be the actual hours absent, rounded-off to the nearest whole hour, up to a maximum of the employee's regular work schedule for the day or days on which the absence occurred. In the event an employee is unable because of injury or illness to work a schedule beyond the regular schedule, no compensation will be paid and no sick leave will be debited. The rate of pay used shall be the regular hourly rate.

E. A part-time employee for the purposes of Section 12.9 is defined as one whose work periods follow a regular schedule throughout the year and averages less than 25 hours per week throughout the year.

12.10 An employee who has accumulated 75 days of sick time or more may opt to sell back to the town five (5) days per calendar year. The employee must notify the Library Director in writing by November 15th in order to partake in this buyback.

ARTICLE XIII
EMERGENCY CALL-IN PAY

13.1 A custodial employee who has left work after completing his work for the day and who is required to return to work due to an emergency and does so shall be guaranteed a minimum of four (4) hours work or four (4) hours pay.

ARTICLE XIV
BEREAVEMENT LEAVE

14.1 Emergency leave of up to five (5) days with pay may be allowed for death in any employee's immediate family, consisting of parent, spouse, domestic partner, child and/or any other person residing in the employee's immediate household at the time of death. Emergency leave of up to four (4) days with pay may be allowed for the death of an employee's grandparent, grandchild, brother, sister, mother-in-law or father-in-law, first cousin or stepchild.

14.2 Reasonable time off with pay up to a maximum of one (1) day shall be granted to an employee to attend the funeral of a nephew, niece, aunt, uncle, brother-in-law or sister-in-law.

14.3 Pay shall be for the employee's regular scheduled hours lost on the day of leave.

ARTICLE XV
JURY DUTY

15.1 An employee required to serve on a jury shall be paid the difference between compensation received for jury duty and the employee's regular compensation, except as otherwise required by law. Employees shall receive the difference in pay only for hours when they are actually scheduled to work. An employee will report to work on any day when the start or finish of jury duty reasonably will permit the employee to work during his normal schedule.

ARTICLE XVI
MILITARY

16.1 An employee who is in the military reserve shall be paid the difference between compensation received while on reserve duty and the employee's regular compensation. Employees shall receive the difference in pay only for hours when they are actually scheduled to work. This provision shall be limited to seventeen (17) days and shall be granted upon presentation by the employee of a copy of orders received to perform such Reserve Duty.

ARTICLE XVII
LEAVE TO ATTEND CONVENTION

17.1 A leave of absence without loss of pay shall be granted to two employees twice during the calendar year for a period not to exceed one day each to attend a Union convention if the employee is an officer, delegate or alternate delegate to the convention.

ARTICLE XVIII
COURT LEAVE

18.1 An employee shall be paid the difference between compensation received as a witness and regular compensation rates paid the employee by the Town for up to three (3) days attendance as a witness required by subpoena before a court or administrative tribunal. Employees shall receive the difference in pay only for hours when they are actually scheduled to work. This shall not apply where the employee is a party to the litigation except in a work related case where the employee and the Town have a community of interest.

ARTICLE XIX
WAGES

19.1 Weekly salary schedules shall be in accordance with the Salary Schedules in Appendix A attached and made a part of this Agreement:

- A. Effective and retroactive to 7/1/2024 replace the current Salary Schedule in Appendix C with the new Salary Schedule in Appendix A.
- B. Effective 1/1/2025 implement a new Step VIII across all pay grades. All members of the bargaining unit on Step VII as of January 1, 2025 advance to Step VIII.
- C. Effective 7/1/2025 two and one-half percent (2.5%) across all pay grades/steps in the salary schedule.
- D. Effective 1/1/2026 implement a new Step IX across all pay grades. All members of the bargaining unit on Step VIII as of January 1, 2026 advance to Step IX.
- E. Effective 7/1/2026 two and one-half percent (2.5%) across all pay grades/steps in the salary schedule.
- F. Effective 1/1/2027 implement a new Step X across all pay grades. All members of the bargaining unit on Step IX as of January 1, 2027 advance to Step X.

19.2 In the application of the Salary Schedule, an employee at minimum will be eligible on July 1 and January 1 (increment dates), to receive the increment between minimum and the next step, provided he has been at minimum for a period of not less than six (6) months. An employee above minimum will be eligible on July 1 and January 1 for the increment to the next step, provided he has been at his existing step for a period of not less than twelve (12) months.

19.3 All employees eligible for an increase under the Salary Schedule shall be reviewed for consideration of such increase on the basis of merit and if any employee is denied the increase, the reasons for such denial shall be made available to the employee and the Union and such denial shall be subject to the provisions of the grievance procedure. An employee denied an increase under this provision shall be reviewed again for such increase as of the next increment date.

19.4 Where it is anticipated that a position will be vacant due to illness, leave, or inability to hire qualified candidates, an employee may be required by his/her supervisor to perform the duties of a higher classification. An employee so assigned shall be paid the rate in the higher classification which provides at least a 3% increase. To qualify for said assignment, the employee must be assigned and perform all duties of the higher classified position. When the duties of the position are assigned to multiple employees, the compensation will be prorated to those employees performing said duties.

ARTICLE XX **PERSONAL LEAVE**

20.1 An employee in full time employment shall be eligible for personal leave of two (1) paid days per year, noncumulative, for important personal affairs, such as, but not limited to, required court appearance, attending a marriage or other religious ceremony of a close relative, or being a party to a real estate transaction. Requests for such leave shall be subject to the approval by the Director and shall be made not less than seventy-two (72) hours in advance, except in case of emergency.

20.2 Effective on January 1, 2011, part-time employees shall be eligible for the equivalent of two (2) paid days of personal leave per year, pro-rated on the percentage their regular weekly hours bears to the 35.5 hour workweek.

ARTICLE XXI **EMPLOYEE GROUP HEALTH INSURANCE**

21.1 The Town shall continue to provide health insurance in accordance with the provisions of Massachusetts General Laws, Chapter 32B. Changes in coverage shall be made in accordance with Chapter 32B.

21.2 Nothing herein shall be construed to prevent the Employer from adopting and implementing a Trust Fund system whereby premiums are received and paid from the Trust Fund and the health insurance program is administered by the Employer, with expenses paid in whole or in part by the Trust Fund provided, however, benefits due under the health insurance program shall not be affected thereby.

21.3 Health insurance payroll deductions properly authorized by the employee shall be deducted bi-weekly.

21.4 As soon as practicable after the execution of this Agreement, the Town will adopt a so-called “cafeteria plan” as provided for in Section 125 of the Internal Revenue Service Code providing for health insurance deductions to be made on a pre-tax basis.

21.5 Employees’ health insurance benefits shall be in accordance with the Public Employee Committee Agreement as amended from time to time with changes to health insurance benefits, negotiated with the Public Employees Committee and the Town, in lieu of direct negotiations with the Union.

ARTICLE XXII
LONGEVITY

22.1 Effective July 1, 2018 longevity payments have ceased and have been added to the payroll schedules at a rate of \$450.00

ARTICLE XXIII
PERSONNEL FILES AND EVALUATIONS

23.1 Personnel Files. No material relating to an employee’s conduct, character or personality shall be placed in the personnel files unless the employee has had the opportunity to read the material and also to acknowledge in writing that he has read it.

23.2 The employee shall have the right to answer any material filed and to include the answer within the file.

23.3 The employee shall have the right upon request at reasonable times to examine his personnel file and to have a copy of any material in it (a reasonable copying charge may be required).

23.4 An employee may have information removed from his file by use of the grievance procedure, on the grounds that information in his file is improper, incorrect, or irrelevant to the employment relationship.

23.5 Evaluation Procedure. The Evaluation of all members of the bargaining unit will be conducted annually in accordance with the Evaluation Procedure attached as Appendix E.

23.6 Evaluation Form. The Evaluation of members of the bargaining unit will be conducted using the Lucius Beebe Memorial Library Evaluation Form attached as Appendix F.

23.7 Evaluation Oversight Committee. The parties agree to form an Evaluation Oversight Committee, composed of an equal number of members from the Town and the Union. The Town Administrator or his/her designee will appoint the Town's committee members and the Union Chapter Chairperson will appoint the Union's committee members. The Committee will meet upon request of either party to review the evaluation process and recommend adjustments or changes, subject to negotiation and ratification by the parties. The parties may by mutual agreement reopen this collective bargaining agreement for the limited purpose of implementing adjustments or changes negotiated by the parties.

ARTICLE XXIV **BULLETIN BOARD**

24.1 Bulletin board space shall be provided by the Town for Union notices concerning official Union business. Copies of notices will be given to the Director.

ARTICLE XXV **PROFESSIONAL DEVELOPMENT AND CONFERENCES**

25.1 Consistent with the needs of the Library, the Director and/or the Trustees may authorize employees to attend professional conferences. When the conference is within Massachusetts, the Town will give the employee time off without loss of pay to attend and will pay the cost of registration and mileage in accordance with past practice.

25.2 The Town and the Union agree to establish a joint professional development committee of no more than two (2) members each to propose, discuss, and recommend to the Library Director in-house professional development for the year. The Town agrees to set aside one (1) work day per year for in-house professional development, which may be divided into two or more sessions for the year.

ARTICLE XXVI **TUITION ASSISTANCE**

26.1 The Town will reimburse an employee's tuition for a course approved in advance by the Director. Reimbursement may be in full or in part as determined by the Director on an equitable basis.

ARTICLE XXVII
MISCELLANEOUS

27.1 Employees required to use personal vehicles for library business shall be reimbursed for mileage at the IRS rate.

27.2 Foul weather gear will be kept at the library for use of employees performing outside duties.

27.3 Past practice with regard to payment of employees in case of work cancellation due to severe weather conditions, subject to the discretion of the Trustees, will continue.

27.4 Employees may be granted leaves of absence subject to the discretion of the Trustees.

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.

ARTICLE XXVIII
REDUCTION IN FORCE

28.1 In case of a staff reduction, the Town will determine who will be laid off by giving consideration to the professional background, qualifications, specialization, and other relevant factors. When the results are reasonably equal, length of service with the Library will be given preferential consideration.

28.2 An employee laid off after September 1, 1981, will have recall rights for two (2) years or for the employee's length of service, if that is less than two (2) years. Consideration for recall shall be in accordance with the criteria in 28.1.

28.3 Employees whose hours were reduced in July, 2009, will have recall rights extended through June 30, 2012.


ARTICLE XXIX
DURATION OF AGREEMENT

29.1 This Agreement shall take effect on July 1, 2024 and shall remain in full force and effect until and including June 30, 2027 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 not later than December 31, 2026 in writing (notice via email is sufficient). Upon receipt of such notice the parties shall make mutually satisfactory arrangements to begin negotiations.


Dated this 29th day of April, 2024.


TOWN OF WAKEFIELD
BY THE BOARD OF LIBRARY TRUSTEES

LUCIUS BEEBE MEMORIAL LIBRARY
STAFF ASSOCIATION



Stephen Maio (Apr 27, 2024 09:12 EDT)




Jeffrey Quinn (Apr 27, 2024 10:32 EDT)


Casey Chwiczko (Apr 26, 2024 12:44 EDT)


Amanda DeRosa (Apr 26, 2024 14:14 EDT)


Walter Armstrong (Apr 26, 2024 11:37 EDT)

APPENDIX A

Salary Schedules

LIBRARY SALARY SCHEDULE										
FY2025										
Effective/Retroactive 7/1/2024										
GRADE	STEP	I	II	III	IV	V	VI	VII	VIII	
L-4	HOURLY	24.0000	24.6000	25.2000	25.8000	26.4000	27.0000	27.6000	28.2000	
	WEEKLY	852.00	873.30	894.60	915.90	937.20	958.50	979.80	1,001.10	
	BI-WEEKLY	1,704.00	1,746.60	1,789.20	1,831.80	1,874.40	1,917.00	1,959.60	2,002.20	
L-5	HOURLY	25.8000	26.4000	27.0000	27.6000	28.2000	28.8000	29.4000	30.0000	
	WEEKLY	915.90	937.20	958.50	979.80	1,001.10	1,022.40	1,043.70	1,065.00	
	BI-WEEKLY	1,831.80	1,874.40	1,917.00	1,959.60	2,002.20	2,044.80	2,087.40	2,130.00	
L-6	HOURLY	27.7350	28.3800	29.0250	29.6700	30.3150	30.9600	31.6050	32.2500	
	WEEKLY	984.59	1,007.49	1,030.39	1,053.29	1,076.18	1,099.08	1,121.98	1,144.88	
	BI-WEEKLY	1,969.19	2,014.98	2,060.78	2,106.57	2,152.37	2,198.16	2,243.96	2,289.75	
L-7	HOURLY	29.9538	30.6472	31.3406	32.0339	32.7273	33.4207	34.1141	34.8074	
	WEEKLY	1,063.36	1,087.98	1,112.59	1,137.20	1,161.82	1,186.43	1,211.05	1,235.66	
	BI-WEEKLY	2,126.72	2,175.95	2,225.18	2,274.41	2,323.64	2,372.87	2,422.10	2,471.33	
L-8	HOURLY	32.3501	33.0989	33.8478	34.5966	35.3455	36.0943	36.8432	37.592	
	WEEKLY	1,148.43	1,175.01	1,201.60	1,228.18	1,254.77	1,281.35	1,307.93	1,334.52	
	BI-WEEKLY	2,296.86	2,350.02	2,403.19	2,456.36	2,509.53	2,562.70	2,615.87	2,669.03	
L-9	HOURLY	35.2616	36.0704	36.8791	37.6879	38.4966	39.3054	40.1141	40.9229	
	WEEKLY	1,251.79	1,280.50	1,309.21	1,337.92	1,366.63	1,395.34	1,424.05	1,452.76	
	BI-WEEKLY	2,503.57	2,561.00	2,618.42	2,675.84	2,733.26	2,790.68	2,848.10	2,905.53	
L-10	HOURLY	38.4351	39.3167	40.1982	41.0798	41.9613	42.8428	43.7244	44.6059	
	WEEKLY	1,364.45	1,395.74	1,427.04	1,458.33	1,489.63	1,520.92	1,552.22	1,583.51	
	BI-WEEKLY	2,728.89	2,791.49	2,854.07	2,916.67	2,979.25	3,041.84	3,104.43	3,167.02	
M-3	HOURLY	19.9774	20.6073	21.1185	21.4308	21.7479	22.0741	22.4052	22.8377	

APPENDIX A

Salary Schedules

LIBRARY SALARY SCHEDULE											
FY2026											
Effective 7/1/2025											
2.50%											
GRADE	STEP	I	II	III	IV	V	VI	VII	VIII	IX	
L-4	HOURLY	24.6000	25.2150	25.8300	26.4450	27.0600	27.6750	28.2900	28.9050	29.5200	
	WEEKLY	873.30	895.13	916.97	938.80	960.63	982.46	1,004.30	1,026.13	1,047.96	
	BI-WEEKLY	1,746.60	1,790.27	1,833.93	1,877.60	1,921.26	1,964.93	2,008.59	2,052.26	2,095.92	
L-5	HOURLY	26.4450	27.0600	27.6750	28.2900	28.9050	29.5200	30.1350	30.7500	31.3650	
	WEEKLY	938.80	960.63	982.46	1,004.30	1,026.13	1,047.96	1,069.79	1,091.63	1,113.46	
	BI-WEEKLY	1,877.60	1,921.26	1,964.93	2,008.59	2,052.26	2,095.92	2,139.59	2,183.25	2,226.92	
L-6	HOURLY	28.4284	29.0895	29.7506	30.4118	31.0729	31.734	32.3951	33.0563	33.7174	
	WEEKLY	1,009.21	1,032.68	1,056.15	1,079.62	1,103.09	1,126.56	1,150.03	1,173.50	1,196.97	
	BI-WEEKLY	2,018.42	2,065.35	2,112.29	2,159.24	2,206.18	2,253.11	2,300.05	2,347.00	2,393.94	
L-7	HOURLY	30.7027	31.4134	32.1241	32.8348	33.5455	34.2562	34.9669	35.6776	36.3884	
	WEEKLY	1,089.95	1,115.18	1,140.41	1,165.64	1,190.87	1,216.10	1,241.32	1,266.55	1,291.79	
	BI-WEEKLY	2,179.89	2,230.35	2,280.81	2,331.27	2,381.73	2,432.19	2,482.65	2,533.11	2,583.58	
L-8	HOURLY	33.1589	33.9265	34.6941	35.4616	36.2292	36.9968	37.7643	38.5319	39.2995	
	WEEKLY	1,177.14	1,204.39	1,231.64	1,258.89	1,286.14	1,313.39	1,340.63	1,367.88	1,395.13	
	BI-WEEKLY	2,354.28	2,408.78	2,463.28	2,517.77	2,572.27	2,626.77	2,681.27	2,735.76	2,790.26	
L-9	HOURLY	36.1432	36.9722	37.8011	38.6301	39.4591	40.2881	41.117	41.946	42.775	
	WEEKLY	1,283.08	1,312.51	1,341.94	1,371.37	1,400.80	1,430.23	1,459.65	1,489.08	1,518.51	
	BI-WEEKLY	2,566.17	2,625.03	2,683.88	2,742.74	2,801.60	2,860.46	2,919.31	2,978.17	3,037.03	
L-10	HOURLY	39.3961	40.2997	41.2032	42.1068	43.0104	43.914	44.8176	45.7211	46.6247	
	WEEKLY	1,398.56	1,430.64	1,462.71	1,494.79	1,526.87	1,558.95	1,591.02	1,623.10	1,655.18	
	BI-WEEKLY	2,797.12	2,861.28	2,925.43	2,989.58	3,053.74	3,117.89	3,182.05	3,246.20	3,310.35	
M-3	HOURLY	20.4769	21.1225	21.6464	21.9666	22.2916	22.6260	22.9654	23.4086	23.8604	

APPENDIX A

Salary Schedules

LIBRARY SALARY SCHEDULE											
FY2027											
Effective 7/1/2026											
2.50%											
GRADE	STEP	I	II	III	IV	V	VI	VII	VIII	IX	X
L-4	HOURLY	25.2150	25.8454	26.4758	27.1061	27.7365	28.3669	28.9973	29.6276	30.2580	30.8884
	WEEKLY	895.13	917.51	939.89	962.27	984.65	1,007.02	1,029.40	1,051.78	1,074.16	1,096.54
	BI-WEEKLY	1,790.27	1,835.02	1,879.78	1,924.53	1,969.29	2,014.05	2,058.81	2,103.56	2,148.32	2,193.08
L-5	HOURLY	27.1061	27.7365	28.3669	28.9973	29.6276	30.2580	30.8884	31.5188	32.1491	32.7795
	WEEKLY	962.27	984.65	1,007.02	1,029.40	1,051.78	1,074.16	1,096.54	1,118.92	1,141.29	1,163.67
	BI-WEEKLY	1,924.53	1,969.29	2,014.05	2,058.81	2,103.56	2,148.32	2,193.08	2,237.83	2,282.59	2,327.34
L-6	HOURLY	29.1391	29.8167	30.4944	31.1720	31.8497	32.5273	33.2050	33.8826	34.5603	35.2379
	WEEKLY	1,034.44	1,058.49	1,082.55	1,106.61	1,130.66	1,154.72	1,178.78	1,202.83	1,226.89	1,250.95
	BI-WEEKLY	2,068.88	2,116.99	2,165.10	2,213.21	2,261.33	2,309.44	2,357.56	2,405.66	2,453.78	2,501.89
L-7	HOURLY	31.4702	32.1987	32.9272	33.6557	34.3841	35.1126	35.8411	36.5696	37.2980	38.0265
	WEEKLY	1,117.19	1,143.05	1,168.92	1,194.78	1,220.64	1,246.50	1,272.36	1,298.22	1,324.08	1,349.94
	BI-WEEKLY	2,234.38	2,286.11	2,337.83	2,389.55	2,441.27	2,492.99	2,544.72	2,596.44	2,648.16	2,699.88
L-8	HOURLY	33.9878	34.7746	35.5613	36.3481	37.1348	37.9216	38.7083	39.4951	40.2819	41.0686
	WEEKLY	1,206.57	1,234.50	1,262.43	1,290.36	1,318.29	1,346.22	1,374.14	1,402.08	1,430.01	1,457.94
	BI-WEEKLY	2,413.13	2,469.00	2,524.85	2,580.72	2,636.57	2,692.43	2,748.29	2,804.15	2,860.01	2,915.87
L-9	HOURLY	37.0467	37.8964	38.7461	39.5958	40.4455	41.2952	42.1449	42.9946	43.8443	44.6940
	WEEKLY	1,315.16	1,345.32	1,375.49	1,405.65	1,435.82	1,465.98	1,496.14	1,526.31	1,556.47	1,586.64
	BI-WEEKLY	2,630.32	2,690.64	2,750.97	2,811.30	2,871.63	2,931.96	2,992.29	3,052.62	3,112.95	3,173.27
L-10	HOURLY	40.3809	41.3071	42.2332	43.1594	44.0856	45.0117	45.9379	46.8641	47.7902	48.7164
	WEEKLY	1,433.52	1,466.40	1,499.28	1,532.16	1,565.04	1,597.92	1,630.80	1,663.68	1,696.55	1,729.43
	BI-WEEKLY	2,867.04	2,932.80	2,998.56	3,064.32	3,130.08	3,195.83	3,261.59	3,327.35	3,393.10	3,458.86
M-3	HOURLY	20.9888	21.6506	22.1876	22.5157	22.8489	23.1916	23.5395	23.9938	24.4569	24.9289

APPENDIX B

Positions as Classified and Allocated to Compensation Grades

(REPLACES LIBRARY AND MISCELLANEOUS SECTION OF SCHEDULE A OF THE PERSONNEL BY-LAW)

7/1/2024		1/1/2025		7/1/2025	
PROFESSIONAL GROUP - Salaried/Weekly		PROFESSIONAL GROUP - Salaried/Weekly		PROFESSIONAL GROUP - Salaried/Weekly	
Head of Technical Services	L-10	Head of Technical Services	L-10	Head of Technical Services	L-10
Head of Childrens Services	L-10	Head of Childrens Services	L-10	Head of Childrens Services	L-10
Head of Reference and Information Service	L-10	Head of Reference and Information Service	L-10	Head of Reference and Information Service	L-10
Head of Circulation Services	L-10	Head of Circulation Services	L-10	Head of Circulation Services	L-10
Senior Librarian	L-9	Senior Librarian	L-9	Senior Librarian	L-9
Librarian	L-8	Librarian	L-8	Librarian	L-8
OTHER POSITIONS - Salaried/Weekly		OTHER POSITIONS - Salaried/Weekly		OTHER POSITIONS - Salaried/Weekly	
Senior Library Assistant	L-5	Senior Library Assistant	L-5	Senior Library Assistant - Technology	L-6
Senior Library Assistant - Technology	L-5	Senior Library Assistant - Technology	L-5	Senior Library Assistant	L-5
Library Assistant (Full-Time)	L-5	Library Assistant (Full-Time)	L-5	Library Assistant (Full-Time)	L-5
Library Assistant (Part-Time)	L-4	Library Assistant (Part-Time)	L-4	Library Assistant (Part-Time)	L-4
OTHER POSITIONS - Hourly		OTHER POSITIONS - Hourly		OTHER POSITIONS - Hourly	
Library Maintenance Supervisor	L-9	Library Maintenance Supervisor	L-9	Library Maintenance Supervisor	L-9
Library Custodian (Full-Time)	L-6	Library Custodian (Full-Time)	L-6	Library Custodian (Full-Time)	L-6
Library Matron (Part-Time)	M-3	Library Assistant Custodian (Part-Time)	L-5	Library Assistant Custodian (Part-Time)	L-5
Library Assistant Custodian (Part-Time)	M-3	Library Matron (Part-Time)	M-3	Library Matron (Part-Time)	M-3

APPENDIX C

**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

APPENDIX D

Benefits and Administrative Tables

VACATION CREDIT, ARTICLE 11

		Continuous Length of Service							
		1 st calendar year from date of hire		Subsequent Annual Accrual		Over 10 Years		Over 20 Years	
Position & Compensation Grade	Regularly Scheduled Hours/Week	Days	Work Weeks	Days	Work Weeks	Days	Work Weeks	Days	Work Weeks
Librarians L10, L9, L8	30 or more	10	2	20	4	20	4	25	5
	25-30 hours	8.75	1.75	17.5	3.5	17.5	3.5	22.5	4.5
	20-25 hours	7.5	1.5	15	3	15	3	20	4
	15-20 hours	6.25	1.25	12.5	2.5	12.5	2.5	17.5	3.5
	10-15 hours	5	1	10	2	10	2	15	3
	5-10 hours	3.75	.75	7.5	1.5	7.5	1.5	12.5	2.5
	Under 5 hours	2.5	.5	5	1	5	1	10	2
Support Positions L7, L6, L5, L4, M3	30 or more	7.5	1.5	15	3	20	4	25	5
	25-30 hours*	7.5	1.5	15	3	17.5*	3.5*	22.5	4.5
	20-25 hours	6.25	1.25	12.5	2.5	15	3	20	4
	15-20 hours	5	1	10	2	12.5	2.5	17.5	3.5
	10-15 hours	3.75	.75	7.5	1.5	10	2	15	3
	5-10 hours	2.5	.5	5	1	7.5	1.5	12.5	2.5
	Under 5 hours	1.25	.25	2.5	0.5	5	1	10	2

* Employees granted the following vacation benefit in 2004 will continue to be granted the benefit while they remain in the corresponding category:

Support Positions 25-30 hours

APPENDIX D

Benefits and Administrative Tables

SICK LEAVE CREDIT, ARTICLE 12

Position & Compensation Grade	Regularly Scheduled Hours/Week	Annual Days	Annual Work Weeks	Maximum Days
Librarians L10, L9, L8	30 or more	10	2	120
	25-30 hours	10	2	120
	20-25 hours	9	1.8	108
	15-20 hours	8	1.6	96
	10-15 hours	6	1.2	72
	5-10 hours	4	0.8	48
	Under 5 hours	2	0.4	24
Support Positions L7, L6, L5, L4, M3	30 or more	10	2	120
	25-30 hours	10	2	120
	20-25 hours	9	1.8	108
	15-20 hours	8	1.6	96
	10-15 hours	6	1.2	72
	5-10 hours	4	0.8	48
	Under 5 hours	2	0.4	24

APPENDIX D

Benefits and Administrative Tables

PROBATIONARY PERIOD, ARTICLE 5.7

Full Time	6 Months
Part Time	1 year

STEP RAISE ELIGIBILITY, ARTICLE 19

Awarded July 1 or January 1

Starting Pay	Required Length of Service
Employee at Minimum	6 months
Employee above Minimum	12 months

PERSONAL LEAVE, ARTICLE 20

Awarded Annually

	Allowance
Full Time	2 days
Part Time	2 prorated days 1=average weekly hours/5 days

APPENDIX E
Lucius Beebe Memorial Library
Evaluation Procedure

1. EVALUATION PROCEDURE.

- A. The Evaluation Procedure (the Evaluation System) is designed to provide an Employee with feedback regarding his/her work performance, to enhance professionalism and accountability of staff, and to recognize professional growth. The Evaluation System will provide each Employee with feedback regarding his/her work performance assessed against agreed upon PERFORMANCE STANDARDS/INDICATORS. Each Employee will receive an OVERALL RATING consistent with the aggregate of the ratings he/she received on the PERFORMANCE STANDARDS/INDICATORS. The evaluation of members of the bargaining unit shall be the responsibility of the Library Director and shall be openly conducted by them with full knowledge of the Employee.
- B. EVALUATOR. The Library Director or his/her designee shall be the Evaluator for all members of the bargaining unit.
- C. RECORD OF EVALUATION. The parties agree that an effective evaluation process requires meaningful, ongoing, two-way communication. To facilitate this process, the parties agree that each Employee shall have a Record of Evaluation maintained as part of his/her Personnel File, pursuant to Article XXIII – Personnel Files and Evaluation. Each employee's Record of Evaluation shall consist of the Lucius Beebe Memorial Library Evaluation Form (the Evaluation Form) and any other documents used in the evaluation process. All evaluation documents contained in the Record of Evaluation shall remain confidential as personnel records for each member of the bargaining unit, and will not be considered a public record per the Privacy Exemption under the Massachusetts Public Records Law, M.G.L. c. 4, §7(26)(c).
- D. GENERAL PROVISIONS. The Annual Evaluation of Employees shall be based upon specific examples of an Employee's work performance and other documentation collected during the current evaluation cycle.
1. The Annual Evaluation shall be conducted using the Evaluation Form in Appendix F.
 2. The evaluation process must be flexible enough to provide for differences in the context of an Employee's assignment, and duties performed by the Employee.
 3. The Library Director may solicit additional input from a Department Head regarding an Employee, provided the Department Head has day-to-day knowledge of the Employee's work performance through direct supervision. Any such input solicited from a Department Head will include specific examples of the Employee's performance and must be documented in the Evaluator Comments section of the Evaluation Form. A Department Head may not assign an OVERALL RATING or ratings on any PERFORMANCE STANDARDS/INDICATORS.
 4. An Employee shall be with provided copies of all documents collected that will be used to evaluate his/her work performance on any of the PERFORMANCE STANDARDS/INDICATORS, at the time said documents are collected.
 5. Documentation used for evaluation of the Employee shall be collected over a sufficient period of time as to make a valid assessment. An Employee shall be provided with appropriate feedback and given sufficient time to correct deficiencies in his/her performance. In response to a rating of Needs Improvement or Unsatisfactory, an Employee may submit documentation to the Library Director that they feel is relevant to their performance on any of the PERFORMANCE STANDARDS/INDICATORS. An Employee may respond in writing to any documentation used to evaluate his/her work performance. All documentation collected, and any Employee response shall become a part of the Employee's Record of Evaluation during the current evaluation cycle.

APPENDIX E
Lucius Beebe Memorial Library
Evaluation Procedure

6. The Library Director will ensure that an Annual Evaluation is completed and presented to an Employee, absent circumstances beyond the control of the Employer, no later than ten (10) work days prior to the Employee's anniversary date of hire.
 7. The Library Director may use the Evaluator Comments section of the Evaluation Form to provide feedback on each of the PERFORMANCE STANDARDS/INDICATORS rated. The Library Director's comments shall be based upon specific examples of the Employee's work performance, and must provide feedback on any PERFORMANCE STANDARDS/INDICATORS rated "NEEDS IMPROVEMENT" or "UNSATISFACTORY", including but not limited to a list of the STANDARDS/INDICATORS in question and any supporting documentation, the suggested actions for correcting the problem(s), and any other supports and resources available to the Employee to assist them in improving their performance.
 8. Upon completion of an Annual Evaluation the Library Director shall sign, date and present the completed Evaluation Form to the Employee along with copies of any additional documents collected and used during the current evaluation cycle.
 9. The Evaluation Form must be signed by the Library Director and delivered face-to-face, or by placing a copy in a sealed envelope in the Employee's mailbox at his/her work location, or by secure electronic notification such as the Employer's e-mail system.
 10. An employee may respond in writing to any part of the evaluation that he/she believes is incorrect or inaccurate using the Employee Response section of the Evaluation Form.
 11. The Employee shall sign and date the Evaluation Form within five (5) work days of receiving it from the Library Director. The Employee's signature indicates that he/she has received the evaluation in a timely fashion, and does not indicate agreement or disagreement with its contents.
2. PERFORMANCE RATINGS.
- A. The Evaluation System shall provide feedback for positive performance and professional growth, as well as feedback and assistance for correcting deficiencies in performance.
 - B. The Library Director will assign a rating to each PERFORMANCE INDICATOR by placing a "✓" under the appropriate rating for that INDICATOR. The Library Director will then assign a rating to each PERFORMANCE STANDARD by placing a "✓" under the appropriate rating for that STANDARD, consistent with the aggregate of the ratings assigned to all PERFORMANCE INDICATORS under that STANDARD. If a particular INDICATOR/STANDARD does not apply to the Employee being evaluated, the Library Director shall place a "✓" under the column "N/A" for that INDICATOR/STANDARD. Using his/her professional judgement, the Library Director will also assign an OVERALL RATING which is consistent with the aggregate of the ratings assigned to all PERFORMANCE STANDARDS/INDICATORS, using the following rating system:

PERFORMANCE RATINGS

EXCEEDS EXPECTATIONS: Employee's performance consistently and significantly exceeds the requirements of the INDICATOR/STANDARD or Overall.

MEETS EXPECTATIONS: Employee's performance consistently meets the requirements of the INDICATOR/STANDARD or Overall.

APPENDIX E
Lucius Beebe Memorial Library
Evaluation Procedure

NEEDS IMPROVEMENT: Employee's performance is below the requirements of the INDICATOR/STANDARD or Overall, but is not considered UNSATISFACTORY at this time. Improvement on this INDICATOR/STANDARD or Overall is necessary and expected.

UNSATISFACTORY: Employee's performance on an INDICATOR/STANDARD or Overall has not significantly improved following a rating of NEEDS IMPROVEMENT, or the Employee's performance is consistently below the requirements of an INDICATOR/STANDARD or Overall and is considered inadequate, or both.

3. FEEDBACK FOR IMPROVEMENT.

- A. An Employee shall be provided with appropriate feedback to correct deficiencies in his/her work performance including but not limited to a list of the PERFORMANCE STANDARDS/INDICATORS in question and any supporting documentation, the suggested actions for correcting the problem(s), and any other supports and resources available to the Employee to assist them in improving their performance.
- B. An Employee shall not have his/her Overall Rating lowered to "NEEDS IMPROVEMENT" or "UNSATISFACTORY" as part of his/her Annual Evaluation unless the Library Director held a meeting with the Employee during the year, and he/she was provided with a list of the PERFORMANCE STANDARDS/INDICATORS in question and any supporting documentation, the suggested actions for correcting any deficiencies noted, and any other supports and resources available to the Employee to assist them in improving their performance. This meeting shall be held at least ninety (90) days prior to the Employee's anniversary date of hire, and documented in writing.

4. GENERAL PROVISIONS.

- A. The parties agree that, barring a pattern of performance of an egregious nature or where an Employee's continued employment impacts the safety of staff, or the general public; no employee shall be demoted, disciplined, discharged, or reduced in rank or compensation due to the Evaluation System during the evaluation cycle.
- B. Should the Massachusetts Secretary of State or any court of competent jurisdiction determine that documents (which are part of the Evaluation System) and transmitted via secure electronic notification such as the Employer's e-mail system are a Public Record, then the parties' agree to re-open their collective bargaining agreement to negotiate over a new delivery method for these documents.
- C. Violations of this article are subject to the grievance and arbitration procedures. In a situation where the process has resulted in a fair and thorough evaluation, but the Library Director has missed deadlines that do not impact the fairness of the evaluation, that type of misstep should not undo an otherwise fair and thorough evaluation process.

APPENDIX F

Lucius Beebe Memorial Library Evaluation Form

FIRST NAME

LAST NAME

DATE OF HIRE

EVALUATION DATE

A. EMPLOYEE ASSIGNMENT/DEPARTMENT: _____

ASSIGNMENT

DEPARTMENT

B. PERFORMANCE STANDARDS/INDICATORS: Assign a rating to each PERFORMANCE INDICATOR by placing a “✓” under the appropriate rating for each INDICATOR. Assign a rating to each PERFORMANCE STANDARD by placing a “✓” under the appropriate rating for each STANDARD consistent with the aggregate of the ratings assigned to all PERFORMANCE INDICATORS under that STANDARD. If a particular INDICATOR/STANDARD does not apply, place a “✓” under the column “N/A” for that STANDARD/INDICATOR. Use the COMMENTS section to provide feedback which supports the ratings on each STANDARD/INDICATOR.

	EXCEEDS EXPECTATIONS	MEETS EXPECTATIONS	NEEDS IMPROVEMENT	UNSATISFACTORY	N/A
PERFORMANCE STANDARD					
PERFORMANCE INDICATOR					
I. COMMITMENT TO ASSIGNMENT					
A. Accepts and willingly carries out assignments.					
B. Addresses concerns/issues through proper chain of command.					
C. Demonstrates flexibility and adjusts to change.					
D. Demonstrates initiative and resourcefulness.					
E. Engagement in the Workplace.					
F. Is punctual/on-time for his/her assignments.					
G. Maintains regular attendance.					
II. RESPONSIVENESS TO PATRON NEEDS					
A. Assists library patrons in a timely and efficient manner.					
B. Communicates with library patrons in a polite and positive manner.					
C. Interacts proactively with library patrons.					
III. JOB KNOWLEDGE AND SKILLS					
A. Displays awareness of Library policies and procedures.					
B. Uses efficient methods, processes and available technology to assist patrons.					
C. Performs assigned duties in an efficient manner with minimal supervision.					
D. Maintains confidentiality on patron issues.					
E. Works well with groups and individual patrons.					
IV. STAFF RELATIONSHIPS					
A. Accepts guidance and constructive suggestions.					
B. Accepts individual differences.					
C. Communicates well with other staff.					
D. Is a cooperative team member.					
E. Is tactful and considerate of others.					

C. OVERALL RATING: Assign an OVERALL RATING to this Employee by placing a “✓” in the box by the Overall Rating which is consistent with the aggregate of the ratings assigned to all the PERFORMANCE STANDARDS/INDICATORS above:

(CHECK ONLY ONE)

EXCEEDS EXPECTATIONS

MEETS EXPECTATIONS

NEEDS IMPROVEMENT

UNSATISFACTORY

SIGNATURE OF LIBRARY DIRECTOR

DATE

SIGNATURE OF EMPLOYEE

DATE

APPENDIX F
Lucius Beebe Memorial Library
Evaluation Form

FIRST NAME

LAST NAME

DATE OF HIRE

EVALUATION DATE

D. EVALUATOR COMMENTS:

<u>EVALUATOR COMMENTS</u> (ATTACH ADDITIONAL PAGES AS NEEDED).

E. EMPLOYEE RESPONSE:

<u>EMPLOYEE RESPONSE</u> (ATTACH ADDITIONAL PAGES AS NEEDED).

Attachment(s) included












FINAL MLSA Wakefield CBA (2024-2027)

Final Audit Report

2024-04-27

Created:	2024-04-25
By:	Walter Armstrong (warmstrong@aftma.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5ljYmNkxmJZxtjdkDCDK8GGddMw3uZKc

"FINAL MLSA Wakefield CBA (2024-2027)" History


-  Document created by Walter Armstrong (warmstrong@aftma.net)
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-  Document emailed to Walter Armstrong (warmstrong@aftma.net) for signature
2024-04-25 - 12:55:48 PM GMT
-  Email viewed by Walter Armstrong (warmstrong@aftma.net)
2024-04-25 - 12:56:04 PM GMT- IP address: 24.62.21.38
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-  Document emailed to Meaghan Kinton (mfkinton@gmail.com) for signature
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-  Document emailed to Amanda DeRosa (aderosa@rocketmail.com) for signature
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Signature Date: 2024-04-27 - 1:12:07 PM GMT - Time Source: server- IP address: 207.172.67.66

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Signature Date: 2024-04-27 - 2:32:27 PM GMT - Time Source: server- IP address: 73.159.228.4

 Agreement completed.

2024-04-27 - 2:32:27 PM GMT