

A G R E E M E N T

between the

**TOWN OF HOLBROOK LIBRARY BOARD OF
TRUSTEES**

and the

**HOLBROOK TOWN LIBRARY
ASSOCIATION LOCAL 4928, MLSA,
AFTMA, AFT, AFL-CIO**

July 1, 2022 through June 30, 2025

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AGREEMENT

This Agreement made and entered into at Holbrook, Norfolk County, Massachusetts by and between the HOLBROOK LIBRARY BOARD OF TRUSTEES, hereinafter designated and referred to as "the Board of Trustees," acting on behalf of the TOWN OF HOLBROOK, a municipal corporation, hereinafter designated and referred to as the Town and the HOLBROOK TOWN LIBRARY ASSOCIATION LOCAL 4928, MLSA, MFT, AFT, AFL-CIO acting as the agents of the employees of the Holbrook Public Library of the Town of Holbrook, covered by this Agreement, hereinafter designated and referred to as "The Union".

WHEREAS it is desired to enter into an Agreement, with amendments thereto, with respect to wages, hours and other conditions of employment:

NOW, THEREFORE, for consideration of the mutual agreements herein contained and the performance of each of the parties hereto, of all the terms and provisions hereinafter set forth, the Board of Trustees, the Union and the employees hereby mutually agree as follows:

ARTICLE I – RECOGNITION

The Board of Trustees recognizes the Union as the sole and exclusive bargaining agent for the employees of the Holbrook Public Library (excluding the Library Director and the Assistant Director) covered by this Agreement for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment.

ARTICLE II - PAYROLL DEDUCTIONS AND DUES

The Union agrees that it will make membership in the Union available to all eligible employees of the Holbrook Public Library covered by this Agreement and referenced in Appendix B Salary Schedule, and such membership shall be on the same terms and conditions as are uniformly applicable to all members of the Union.

The Board of Trustees agree to direct the Town of Holbrook to deduct, monthly, the Union dues and initiation fees from the earned wages of each employee covered by this Agreement, as determined by the Union. However, no such deduction shall be made, nor shall the Town be obligated to deduct, except when authorized by an employee on the appropriate form, a copy of which is hereto annexed and marked, "Appendix A". A copy of each authorization shall be submitted to the Town. The dues deducted from the Town shall be forwarded to the Union no later than sixty (60) days after such deduction was made.

The Union agrees to and hereby does indemnify and save the Board of Trustees and the Town harmless from and against any and all claims, demands, suits or any other form of liability which might arise out of or by reason of any action taken by the Board of Trustees and the Town in reliance upon information furnished to the Town and the Board of Trustees by the Union for the purpose of complying with any of the provisions of this Article.

The Town and the Board of Trustees reserve the right to require a surety company bond from the Union covering the amount of dues to be deducted by the Town, and as indemnification under paragraph (C) of this Article.

ARTICLE III - DEFINITIONS

The term "Trustees" as used in this Agreement means the Holbrook Public Library Board of Trustees.

The term "Parties" as used in this Agreement refers to the Holbrook Public Library Board of Trustees and the Union as participants in this Agreement.

The term "Town" as used in the Agreement shall mean the town of Holbrook.

The term "Library" as used in this Agreement means the Holbrook Public Library.

The term "Director" as used in this Agreement shall be understood to mean the Director of the Holbrook Public Library.

The term "Compensation" as used in this Agreement means the salary or wages earned by an employee, but does not include allowance for expenses authorized and incurred as incidents to employment.

The term "Continuous Employment" as used in this Agreement means employment uninterrupted except for required military service and for authorized vacation leave, sick leave, bereavement leave or other authorized leave of absence.

The term "Discharge or Dismissal" as used in this Agreement means the permanent, involuntary termination of a person from service.

The term "Disciplinary Action" means an oral warning, written reprimand, probation, suspension, demotion or dismissal, as defined in Article XXIII (Disciplinary Action).

The term "Employee" as used in the Agreement shall mean any member of the bargaining unit.

The term "Grievance" means a misunderstanding or disagreement between an employee and a supervisor that relates to working conditions and relationships, or to policies, rules and regulations. Grievances must be filed in writing with the Director.

The term "Leave" means an authorized absence from regularly scheduled work hours, which has been approved by the Director or the Board of Trustees.

The term "Probationary Period" means a working period of ninety (90) days during which time an employee is required to demonstrate ability to meet acceptable standards of performance prior to an appointment to a classified position. An employee shall have no rights of appeal or grievance under this Agreement until completion of the probationary period.

The term "Suspension" means an involuntary absence without pay imposed on an employee for disciplinary action *or* pending final outcome of appeal.

The term "Union Representative" as used in this Agreement shall mean the chapter chairperson and/or any duly authorized designee of the Union.

Whenever a personal pronoun is used in this Agreement, such pronoun shall be understood to apply equally to both male and female members of the bargaining unit.

Payroll Classifications - For this Agreement, the following classes of employees are established:

Regular Full-Time Employee - An employee who has completed the probationary period and reports to a regular work station and who works a regularly established work schedule of at least 32 hours per week. Regular full-time employees are eligible for certain employee benefits as defined herein.

Regular Part-Time Employee - An employee who has completed the probationary period and reports to a regular work station and who works a regularly established work schedule of at least 20 hours but less than 32 hours per week. Regular part-time employees are eligible for certain employee benefits as defined herein.

Part-Time Employees - An employee who has completed the probationary period and works less than 20 hours per week on a regular, year round basis. Such employee is not eligible for health insurance, life insurance, retirement or maternity benefits

Temporary Employees - An employee who is scheduled to work less than 20 hours per week and/or less than six months per year on a seasonal or temporary basis, or who works on an on-call or as needed basis. Such employees are not eligible for employee benefits except as provided in State Statute.

ARTICLE IV - DRESS CODE

- a. Employees shall wear clothing which includes a shirt with pants or skirt, or the equivalent (e.g. dresses, leggings, or shorts), and footwear.
- b. Shirts and dresses must have fabric in the front (covering the midriff) and on the sides (under the arms).
- c. Clothing must cover undergarments (waistbands and straps excluded).

- d. Fabric covering breasts, genitals, and buttocks must be opaque.
- e. Hats and other headwear must allow the face to be visible.
- f. Exceptions can be made by the Director if working conditions would result in soiled or damaged clothing.
- g. Any items depicting or advocating violence, criminal activity, use of alcohol or tobacco or drugs, pornography or sexual innuendo, politics, or hate speech are prohibited.
- h. Name badges shall be worn by staff at all times.

Employees who have a question about the appropriateness of their clothing should consult their supervisor. The Library Director shall have the right to determine if an employee is in conformance with the Dress Code Policy. Said determination may be subject to the grievance process if it is believed to be arbitrary or capricious. Employees that are sent home by the Library Director or his/her designee for not complying with the dress code policy will not be paid for any hours not worked. Violations of this policy may be grounds for just cause disciplinary action.

ARTICLE V - HOURS OF WORK

The five (5) day opening schedule is:

Tuesday	9:30 a.m. to 7:30 p.m.
Wednesday	9:30 a.m. to 7:30 p.m.
Thursday	9:30 a.m. to 7:30 p.m.
Friday	9:30 a.m. to 2:30 p.m.
Saturday	9:30 a.m. to 2:30 p.m.

- The Board of Trustees and the Director retain the right to alter the work week provided employees are given written notice sixty (60) days in advance of any change.
- The regular work week for full-time employees shall be between thirty-two (32) and forty (40) hours.
- Full-time employee schedules will not include more than one (1) night nor more than every other Saturday, unless the employee agrees to work such a schedule.
- Part-time employee schedules are flexible, based upon a regular number of weekly hours.
- Part-time employees will be hired to work a certain number of hours per week. Part-time employee schedules may be altered to work more than their regular hours via mutual consent between the employee and the Library Director.
- Employees that work 4 hours or less are entitled to a 10-minute paid break
- Employees that work between 4-6 hours are entitled to a 15-minute paid break

- Employees that work 6 hours or more are entitled to a 15-minute paid break as well as a 30-minute unpaid lunch/dinner, which can be combined with the 15-minute paid break for a 45-minute total break (at the employee's discretion).
- Employees that work more than 8 hours will earn another 15-minute paid break.
- Breaks should be taken about halfway through the shift.
- The draft schedule will be posted at least two weeks in advance. Employees have one week to request changes or switch shifts. A final schedule will be posted one week in advance. If an employee then uses paid time off, it will be counted against the number of hours they are scheduled for on the final schedule.
- Staff schedules may be altered to cover vacations, sickness, or unusual circumstances.
- Employees may switch shifts so long as there is at least one key holder in the building at all times (including breaks).
- Subject to prior Director approval, Level 3 and level 4 employees may work at the library during hours the Library is closed, or work from home (provided there is enough work to be accomplished remotely). Said time will not exceed 1/5 of the employee's weekly schedule over a two (2) week period, unless given prior approval by the Director.
- Subject to prior Director approval, Level 2 employees may work at the library during hours the Library is closed. Said time will not exceed 1/5 of the employee's weekly schedule over a two (2) week period, unless given prior approval by the Director.
- Employees whose work from home request was granted will be expected to work from home (if practical) during their regularly scheduled shift or use accrued leave time when the library is closed due to unforeseen closures (e.g. those cited in Article XX).
- The Custodian may work a majority of hours during times the library is closed.
- Employees will not be scheduled for overtime

ARTICLE VI – VACATIONS

Upon completion of a probationary period, employees shall be entitled to vacation with pay.

- Vacation accrual is based on the number of hours per month in relation to the number of hours the employee works each week. Accrued time will be accounted for on the 1st of each month beginning the 1st of the month after they are hired (e.g. if the employee begins work on July 15, the first accrual is August 1, then September 1, and so on).
- Vacation leave accrual is at a rate of 0.03846 times hours worked. This is about 70 hours per year (two weeks) for a 35-hour-per week employee, and roughly 40 hours for a 20-

hour employee.

- On the employee's 5th anniversary, the accrual rate increases to 0.0575 times hours worked (roughly 105 hours or 3 weeks for a 35-hour employee).
- On the employee's 9th anniversary, the accrual rate increases to 0.07692 times hours worked (roughly 140 hours or 4 weeks for a 35-hour employee).
- On the employee's 13th anniversary, the accrual rate increases to 0.09579 times hours worked (roughly 175 hours or 5 weeks for a 35-hour employee).
- Vacation leave not used in any year may be accumulated to a maximum of 2.5 times an employee's regular weekly number of hours for use in subsequent years.
- In scheduling vacations, preference shall be given to employees on the basis of years of employment in the bargaining unit. However, no employee will be bumped from a vacation if it has been pre-approved for longer than two (2) weeks.
- Subject to the Director's approval, employees are allowed to take vacation leave in excess of the amount of earned time. This "deficiency" time shall not exceed the employee's regular weekly number of hours. Employees who sever the employment relationship must compensate the Town of Holbrook for any "deficiency" time that exists.

ARTICLE VII - BEREAVEMENT

Each employee covered by this Agreement shall be granted time off without reduction of pay to make funeral arrangements, attend the funeral, and attend to such other matters as may be necessary in the event of the death of a family member. The time so granted shall be the continuous days commencing with the notification of death and concluding on the day of the funeral ceremonies, but shall not exceed four (4) work days, except as provided below. Family member is defined as grandparent, parent, spouse, brother, sister, child and grandchild of the employee or that of his/her spouse. There will be an additional two (2) days of bereavement leave added to the aforesaid four-day period in the event of the death of a spouse or child of an employee.

Two (2) days of bereavement leave will be granted in the case of the death of a niece, nephew, uncle or aunt of an employee.

In the event the family member resides out of state, if requested, the Director may grant additional time not to exceed two (2) additional days.

ARTICLE VIII - LEAVE OF ABSENCE AND PERSONAL DAYS

- A. Except as otherwise provided in this Agreement, all leaves of absence shall be without compensation and may be taken only with the consent of the Board of Trustees and the approval of the Director.

B. Upon completion of a probationary period, employees shall be entitled to personal leave in accordance with the following:

- Personal time for the year is equal to the employee's number of regular weekly hours. Employees will earn personal time at the start of the year on July 1.
- Employees hired after July 1 will start earning time on the ensuing month following their hiring and will continue earning hours each month.
- The earn rate will be based on the first of the month equal to 1/12 of the employee's regular weekly number of hours. For example, a 35 hours a week employee will earn 2.92 hours a month and a 20 hours a week employee will earn 1.66 hours per month.
- Personal time must be used between July 1 and June 30 each year, and can be used in increments of no less than 30 minutes up to a full day. Personal time cannot be carried over nor be paid out.
- All effort will be made to approve personal time requests in the order that they come in, although employees should provide as much advance notice as possible to meet minimum staffing needs.

C. Other Leaves

An employee in the bargaining unit shall be granted leave of absence of one (1) day with pay to attend a commencement exercise at which he will be awarded a degree.

D. Maintenance of Rights

All benefits to which an employee was entitled at the time an unpaid leave of absence commenced, including any unused accumulated sick leave on the books, shall be restored to the employee upon their return, and they will be assigned to the same position held at the time said leave commenced, if possible, or, if not, to a substantially similar or equivalent position, if available.

E. Extensions of Leave of Absence

Leaves of absence may be extended by the Board of Trustees and the Director.

F. Unpaid Leave

Upon request, employees with no remaining paid leave available will be granted up to one (1) week of their regular hours of unpaid leave. More than one week of unpaid leave is subject to the Director's approval.

ARTICLE IX - SICK LEAVE

- A. Employees shall accrue sick leave at the rate of 0.0575 multiplied by the number of hours worked (this equates to three weeks (15 days) per year).
- B. Sick leave not used in any year shall be accumulated to a maximum of one hundred (100) days for use in subsequent years, with buyback rights upon retirement. Sick leave buyback shall be over a three (3) year period; 33.3 days each year.
- C. A voluntary Sick Leave Pool will be established for employees. In order to initially fund the bank, employees may deposit a minimum of two (2) days of their sick leave allowance, and the Town's contribution will match employee contribution.

Employees who present medical documentation of a protracted illness or injury of at least ten working days and who have used up all of their sick leave may apply to draw out of the Bank.

The operation of the Bank and withdrawals shall be carried out in accordance with the following guidelines:

- 1. Only employees who have deposited a minimum of two (2) days may be permitted to make withdrawals.
 - 2. All requests for withdrawals must be made on an appropriate form with specific reasons cited.
 - 3. The Bank will be operated by a Committee consisting of three members representing the Federation and two members representing the Town.
 - 4. Employees may join the Bank at any time with a deposit of two (2) days.
 - 5. The balance of days in the Bank will be carried over from year to year.
- D. If requested, each employee shall receive notice of his accrued sick leave.
 - E. The employee shall provide notice of absence due to illness to the Director on the first day of such absence and on each continuing day except in cases of prolonged illness.
 - F. The Director may require an employee, after seven (7) consecutive sick days, to submit a doctor's certificate stating the nature of the illness or injury and the expected duration.

ARTICLE X - HOLIDAYS

- A. The Board of Trustees recognizes the following days as holidays in which the Library

will not be open:

-New Year's Day -Martin Luther King Jr Day -Presidents Day -Patriots Day -Saturday during Memorial Day weekend -Memorial Day -Juneteenth -Independence Day -If Independence Day falls on a Friday, Saturday, Sunday, or Monday, the library will close the Saturday of Independence Day weekend	-Saturday During Labor Day weekend -Labor Day -Columbus Day -Veteran's Day -½ day on the day before Thanksgiving Day -Thanksgiving Day -Day after Thanksgiving -Day before Christmas -Christmas -Day after Christmas -The Library shall close at 3:00 P.M. the day before New Year's Day
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If Town Hall is closed for any other holiday not listed above, the library will either close or employees will be given floating holiday time equal to 1/5 their regular weekly schedule.

Employees not scheduled for a day that a holiday falls with get 1/5 of their regular weekly number of hours as a floating holiday within the year.

Floating holiday time must be used in the fiscal year and may not be paid out or carried over.

ARTICLE XI - GROUP INSURANCE & HOSPITALIZATION PLAN

- A. The Group Insurance and Hospitalization Plan provided to employees shall be the same as those provided to Town Hall employees.
- B. Life Insurance policies provided to employees and retirees shall be the same as those provided to Town Hall employees.
- C. The parties agree that the Norfolk County Retirement Plan will be made part of the Agreement.
- D. Additional benefits:
 - 1. Tax sheltered annuity: Employees shall be provided the same benefits as Town Hall employees.
 - 2. Worker's Compensation: Employees shall be provided the same benefit as Town Hall employees.
 - 3. Disability Insurance: Employees shall be provided the same benefit as Town Hall employees.
 - 4. Job connected injury and assault: Employees shall be provided the same

- benefit as Town Hall employees.
5. Medical benefits extended to retirees and dependents: Employees shall be provided the same benefit as Town Hall employees.

ARTICLE - XII -COMPENSATION

Employees covered under this Agreement shall be paid weekly based upon the hours worked and the applicable hourly rates set forth in the wage schedule attached as Appendix B. Employees shall be placed on the salary schedule at the step appropriate for training and experience, as determined by the Director.

A. Method and time of salary payment

Employees shall be paid in 52 weekly installments, as long as provided by the Town.

B. Itemized Payroll Deductions

Accompanying each paycheck will be an itemized payroll deduction statement enclosed in an envelope showing gross earnings, itemized deductions, total of deductions and net earnings, as long as provided by the Town.

All employees shall have the option of direct deposit at the bank or credit union of their choice, as long as provided by the Town.

C. Severance Pay

Upon retirement or death, members of the bargaining unit or their heirs shall receive severance pay equal to all unused sick leave accrued to one hundred (100) days (paid over a three year period-33.3 days per year), vacation time, holiday pay and longevity based on the employee's compensation at the date of retirement or death.

D. Work in Higher Classification

Any employee performing work in a higher classification for more than seven (7) consecutive days shall be paid at their current step in the higher classification. After an employee completes the performance of work in a higher classification, they shall return to their original classification as per the Director.

E. Call-ins

Call-ins shall be to cover emergencies only. Employees shall receive compensatory time.

ARTICLE XIII -LONGEVITY

A full-time employee who has completed continuous years of service with the Library shall receive an annual longevity stipend given to them the pay period after their date of hire in

accordance with the following schedule:

5-9 Years of Employment:	\$500
10-14 Years of Employment:	\$1,000
15-19 Years of Employment:	\$1,500
20+ Years of Employment:	\$2,000

A part-time employee who has completed continuous years of service with the Library shall receive an annual longevity stipend given to them the pay period after their date of hire in accordance with the following schedule:

5-9 Years of Employment:	\$250
10-14 Years of Employment:	\$500
15-19 Years of Employment:	\$750
20+ Years of Employment:	\$1,000

ARTICLE XIV- JURY DUTY

An employee called for jury duty shall be paid by the Town in an amount equal to the difference between the compensation for a normal working period and the amount paid by the Court, excluding the allowance for travel.

If an employee is on jury duty and is released in enough time to work a 3 hour shift or more, they are to report to work.

ARTICLE XV -SENIORITY

- A. The length of continuous service of the employee within the unit shall determine the seniority of the employee.
- B. In all personnel actions involving classifications of employees covered by this agreement relating to transfers and promotion, the employer will take into account the following factors:
 - 1. Seniority
 - 2. Qualifications and ability to perform the work required. Seniority shall be the governing factor, except when the employee with greater seniority does not have the ability or physical qualifications to perform the available job in a satisfactory manner.

ARTICLE XVI - MATERNITY/ADOPTION/PARENTAL LEAVE

- A. A leave of absence without pay will be granted for a period up to four (4) months after delivery or adoption for all employees covered by the terms of this Agreement. A bargaining unit employee may work so long as their physician

permits. An employee may use accumulated sick leave during this leave. The Town agrees to comply with the Family and Medical Leave Act.

B. Extended Maternity/Parental Adoption Leave

An employee shall be granted an extended maternity, parental or adoptive leave of absence without pay to become effective at their discretion for a period not to exceed one (1) year.

1. An employee on maternity/parental/adoptive leave shall notify the Director of their intent of return at any time after the commencement of the leave.
2. An employee returning from a maternity/parental/adoptive leave of absence will be returned to their previous position and will retain the seniority held at the time the leave became effective.
3. An employee may use accumulated sick leave during maternity/parental/adoptive leave.

C. Small Necessities Leave Act (SNLA)

Pursuant to M.G.L. Chapter 149 Section 52 D, employees are entitled to twenty four (24) hours of unpaid leave during any twelve (12) month period, in addition to any leave available under the FMLA to:

1. participate in school activities directly related to the educational advancement of a son or daughter of the employee, such as parent-teacher conferences or interviewing for a new school;
2. accompany the son or daughter (qualified dependent) of the employee to routine medical or dental appointments, such as check-ups or vaccinations; and
3. accompany an elderly relative of the employee to routine medical or dental appointments or appointments for other professional services related to the elder's care, such as interviewing at nursing or group homes.

Employees may elect to substitute any accrued vacation, personal, medical, or sick leave for any of the above 3 items. Employees must provide a written request for leave at least seven (7) days in advance or if the need for leave is not foreseeable, as soon as practicable.

ARTICLE XVII - TRANSFERS AND VACANCIES

When a position covered by this agreement becomes vacant, such vacancy shall be provided to the Union Chapter chair, as well as externally listing the pay, hours, duties and qualifications. This notice of vacancy shall remain posted for six (6) working days.

Employees interested shall apply in writing within the six (6) working day period.

Written acknowledgement shall be forwarded to the employee upon receipt of their application.

All internal applicants shall be granted interviews.

Qualified internal applicants will be given preference over external applicants.

ARTICLE XVIII - FAIR PRACTICES

The Board of Trustees agrees not to discriminate in any way prohibited by law against employees covered by this Agreement.

ARTICLE XIX -NOTICES AND ANNOUNCEMENTS

All official information pertaining to employees shall be furnished to the local Union Chapter Chair.

ARTICLE XX –WORKING CONDITIONS

A. Library Facilities:

No employee shall be required to work in an area where the temperature is above 80 degrees or below 60 degrees. Employees shall not suffer any monetary loss due to a temporary closing. When there is exposure to potentially harmful, unsafe, toxic, and/or poisonous gasses in a work area, affected employees shall be relocated to another area in the library where said conditions don't exist. If there are no such areas employees will be allowed to leave without loss of pay or leave time.

B. Weather Related Circumstances:

In the event Holbrook schools are closed, the Library shall also be closed. If the schools are closed for multiple consecutive days, but the storm has passed the Library Director will determine if the Library can open. On Saturdays, weather related school remote learning days, and school vacation days, if the Director of the Library determines conditions to be adverse the Library shall be closed. In such instances the Director of the Library shall contact employees by 7:00am. Employees not required to report to work or remain at work during extreme weather conditions or when the Library is temporarily closed for any reason shall not suffer monetary loss.

C. Damage or Loss of Property:

1. No employee shall be held responsible for loss, damage or destruction of library property, when such loss, damage or destruction is not the fault of the employee.

2. An employee shall report in writing any loss, damage or destruction to the Director immediately upon becoming aware of such loss, damage or destruction.

D. HVAC

Non-custodial employees shall not be responsible for operating the HVAC system.

ARTICLE XXI - MANAGEMENT RIGHTS

The Board of Trustees and the Director retain the right to manage and operate the Holbrook Public Library, including the right to select, hire, promote, and transfer employees; to suspend, discipline, and discharge employees for just cause; and to relieve employees of duty because of lack of work or lack of funds.

The Trustees and the Director retain the right to maintain efficient operations and to determine the methods, means, and personnel by which such operations are to be implemented, including the right to determine the standards and methods of employee training, the number of employees required to operate the Library, and the assignment of work to each employee, provided that such rights shall not be exercised in violation of other articles of this Agreement.

Furthermore, the Trustees and Director retain the right to promulgate rules and regulations pertaining to the employees covered by this Agreement, so long as such rules and regulations do not conflict with any term or condition of this Agreement, are not exercised in an arbitrary or capricious manner, or are a subject that requires bargaining in accordance with Chapter 150E of the Massachusetts General Laws.

ARTICLE XXII - DURATION

This Agreement shall take effect on July 1, 2022, and shall remain in force and effect until June 30, 2025. It shall continue in force and effect from year to year thereafter, unless changed or terminated in the above manner and in the manner provided herein.

ARTICLE XXIII - SCOPE OF THE AGREEMENT

It is hereby agreed that any provision of this Agreement which requires the appropriation of money by the Town (or if any or all the provisions of this Agreement require approval of the Town or amendment of a Town by-law, under any provision of the General Laws of the Commonwealth of Massachusetts) then this Agreement shall not go into effect and shall not be binding on the parties to this Agreement until said appropriation, approval or amendment is made by vote of the Town. In the event the Town shall fail to make such appropriation, approval or amendment, then those parts of the Agreement so affected shall be null and void and of no binding effect between the parties hereto, and those parts of this Agreement which may be legally binding on the Town shall remain in full force and effect during the term of this Agreement, and in this event, the parties agree to renew collective bargaining negotiations.

ARTICLE XXIV - DISCIPLINARY ACTION

No employee will be disciplined, reprimanded, or discharged without just cause.

Disciplinary action normally will follow this order:

- 1) Verbal Warning
- 2) Written Warning
- 3) Probation (not to exceed 90 days)
- 4) Suspension
- 5) Discharge

The Director and/or Board of Trustees may discipline according to the seriousness of the offense.

ARTICLE XXV - GRIEVANCE PROCEDURE

If there is a grievance between the parties to this Agreement as to the meaning and application of the terms and provisions of this Agreement, then such grievance shall be handled by the following grievance procedure:

- Informal Step:** An employee may meet informally with the Director to discuss any issue they believe constitutes a grievance.
- Step 1:** The employee and/or Union shall present the grievance in writing to the Director, who shall have three (3) days (exclusive of Saturday, Sunday and holidays) to render a decision.
- Step 2:** In the event the grievance is not settled by the action of Director, then said grievance shall be presented in writing to the Board of Trustees within five (5) working days after the Director's response is due. The Board of Trustees shall respond to the Union Steward in writing within fourteen (14) working days. Failure by the said Board to reply within this period shall be construed as a decision favorable to the employee.
- Step 3:** If the grievance is still unsettled, the Union may within fifteen (15) days after the reply of said appropriate Board is due, by written notice to the other party, request arbitration. The arbitration proceedings shall be conducted by an arbitrator to be selected by the Board of Trustees and the Union, using the AAA rules for Arbitration.

The arbitrator selected by the parties shall hold hearings promptly and, unless the time limits are extended by mutual agreement of the parties, shall issue its decision not later than thirty (30) days from the date of the close of the hearings; or, if oral hearings have been waived, from the date established for the final submission of evidence and briefs. The failure of an

arbitrator to issue its decision within the time limit herein provided for shall not invalidate or affect the grievance in any way. The arbitrator's decision shall be in writing and shall set forth findings of fact, application of law, if applicable, reason and conclusion. The decision of the arbitrator shall be binding and final upon the Board of Trustees, the Union and the aggrieved employee.

The arbitrator shall not amend, change or alter the Agreement in effect at the time of the grievance, and their sole duty shall be to interpret the said Agreement with reference to said grievance.

The expense for the arbitrator's services and the proceedings shall be borne equally by the Town and the Union.

It is mutually agreed that the Board of Trustees and the Union will abide by the rules of the American Arbitration Association.

ARTICLE XXVI - EXCULPATORY CLAUSE

It is hereby expressly agreed that the members of the Board of Trustees and the Library Director of the Town of Holbrook, acting as their agents, who shall execute this agreement on behalf of the Town are not personally liable in any way under this Agreement or for any representations expressed or implied pertaining to the written agreement or execution of the same.

ARTICLE XXVII - NO STRIKE CLAUSE

The Town, the employees and the Union and its officers or agents hereby agree that they will comply with the provisions of Massachusetts General Laws, Chapter 150E.

ARTICLE XXVIII - ACADEMIC FREEDOM: PROFESSIONAL ACTIVITY

A. Training

1. At the discretion of the Director, employees shall be provided with up to three (3) technical in-house development days per year.
2. Employees shall be granted professional development days to attend library related conferences and workshops. All expenses incurred to attend such conferences and workshops shall be reimbursed. These days and expenses are granted at the discretion of the Director.
3. Subject to appropriations, employees shall be eligible for reimbursement for tuition costs, including books for academic course work in library science taken and successfully completed. Course taken must be approved by the Library Director and must be job related.

B. Mileage

Employees shall be reimbursed the IRS mileage rate for any driving in the course of library business.

ARTICLE XXIX - UNION RIGHTS AND RESPONSIBILITIES

A. Printing of Agreement

The Trustees agree to provide copies of the Agreement and to distribute copies of each Agreement to each member of the bargaining unit presently employed as well as each new employee hired during the duration of this Agreement.

B. Union Activities at the Library Level

1. Meetings-Before the opening of, during lunch time, and after the close of the Library, the Union shall have the right to use designated areas in the Library for meetings of employees provided there is not interference with any scheduled Library activities. The use of such designated areas shall be arranged with the Director.
2. All official information pertaining to employees shall be furnished to the local Union Chapter
3. Arrangements for cards, flowers, fruit baskets, or other gifts or outings for celebrations, illness, or sympathy for a Union member will be initiated and coordinated by the Union members. The Union is welcome to invite the Library Director, Assistant Director, Library Trustees, Friends of the Library, and/ or patrons to participate, but there is no obligation on their part to do so.

C. Agency Fee

This section intentionally is left blank

ARTICLE XXX – SAVINGS CLAUSE

- A. There shall be no changes, variations, amendments, waivers or modifications of any term of conditions of this Agreement unless the same in writing and duly executed by the parties to this Agreement.
- B. In the event any part of this Agreement is declared unconstitutional or in violation of any law, that part of the Agreement so affected will not be binding between the parties, nor be in effect under this Agreement, but any of the remaining parts not so affected shall continue in full force and effect.
- C. A waiver of any breach of condition of this Agreement shall not be construed as a waiver of future enforcement of any and all terms and conditions of this Agreement.

ARTICLE XXXI - LAYOFF AND RECALL

- Section 1. In the event it is necessary (due to bona fide economic and/or operational reasons such as technological advancements) to reduce the workforce, the Employer shall notify the Union at least thirty (30) days in advance of the need for reductions. The parties shall then meet in an attempt to determine ways to avoid any reductions in force.
- Section 2. When reductions remain necessary, voluntary reductions that allow for the continued proper operation of the Library shall occur prior to forced reductions.
- Section 3. Seniority shall be the governing factor, unless a more senior employee does not have the professional or physical qualifications to perform available duties in a satisfactory manner. Layoffs shall be in reverse order of seniority; the least senior employees shall be the first laid off.
- Section 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. Employees with greater seniority shall be the first to be recalled.
- Section 5. No new employee shall be hired while an individual who is qualified professionally and physically to perform the duties has recall rights.
- Section 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.) There will be no accumulation of benefits or years of service for an employee during his/her time of layoff.

ARTICLE XXXII- RESIGNATION & RETIREMENT

Employees who resign will provide the Director with at least two weeks advanced notice. Employees shall submit a letter of resignation indicating their last day of work as soon as possible. Once the employee has submitted their resignation, the Library Director may begin the process of posting and filling the position.

Employees may be eligible for retirement benefits pursuant to M.G.L. Chapter 32, and the Holbrook retirement board

Employees planning to retire shall give three months advance written notice. The 3 month notice requirement may be waived if there are extenuating circumstances, such as health. Once an

employee has notified the Director of their retirement date, the Library Director may begin the process of posting and filling the position.

ARTICLE XXXIII – HEALTH & SAFETY

- A. A Health & Safety Committee comprised of two (2) individuals representing the Association and two (2) individuals representing the Town/Library will be established to discuss health and safety issues in the workplace. The committee shall make recommendations to the respective parties to bargain into agreement.
- B. Perceived unsafe conditions shall be reported to the Committee. No employee shall work under conditions the Committee deems to be unsafe or unhealthy, nor shall they work during declared states of emergency. In such instances employees shall suffer no loss of pay nor leave time.

ARTICLE XXXIV - SALARY

Employees will be paid in accordance with the schedule in Appendix A

This agreement executed and sealed this 14 day of September 2022

Amy G. Mills
Kerry Gill
[Signature]

Town of Holbrook

[Signature]

Holbrook Town Library Association

**APPENDIX A
SALARY SCHEDULES**

July 1, 2022- June 30, 2023	Levels = Grades	Start	1 year	2 years	5 years	8 years
		Step 1	Step 2	Step 3	Step 4	Step 5
Librarian	Level 4	30	30.5	31.5	32.5	33.5
Library Technician	Level 3	22	22.5	23	23.5	25
Library Assistant	Level 2	19.25	20	20.5	21.25	22
Custodian	Level 2	19.25	20	20.5	21.25	22
Library Aide	Level 1	17.5	18	18.5	19	19.5

July 1, 2023- June 30, 2024	Levels = Grades	Start	1 year	2 years	5 years	8 years
		Step 1	Step 2	Step 3	Step 4	Step 5
Librarian	Level 4	30.6	31.11	32.13	33.15	34.17
Library Technician	Level 3	22.44	22.95	23.46	23.97	25.5
Library Assistant	Level 2	19.64	20.40	20.91	21.68	22.44
Custodian	Level 2	19.64	20.40	20.91	21.68	22.44
Library Aide	Level 1	17.85	18.36	18.87	19.38	19.89

July 1, 2024- June 30, 2025	Levels = Grades	Start	1 year	2 years	5 years	8 years
		Step 1	Step 2	Step 3	Step 4	Step 5
Librarian	Level 4	31.22	31.74	32.77	33.80	34.85
Library Technician	Level 3	22.88	23.40	23.92	24.45	26.01

Library Assistant	Level 2	20	20.88	21.32	22.10	22.88
Custodian	Level 2	20	20.88	21.32	22.10	22.88
Library Aide	Level 1	18.20	18.72	19.24	19.76	20.28

Level 4: Librarian

- Adult Services Librarian
- Youth Services Librarian
- Any other librarian position

Level 3: Library Technician

- Borrower Services Manager
- Any other manager position

Level 2: Library Assistant

- Borrower Services Assistant
- Programming & Marketing Assistant
- Finance & Operations Assistant
- Custodian
- Any other assistant position

Level 1: Library Aide

APPENDIX B JOB DESCRIPTIONS

Librarian - Level 4

- Youth Services, Adult Services
- Supervisor of Building / Keyholder
- Programming, new Services, social media, outreach, ordering, weeding
- Master's degree preferred: 1-3 years library experience; or any equivalent combination of education and experience. Those in progress of earning their degree are welcome to apply.

Library Technician - Level 3

- Borrower Services Manager
- Supervisor of Building / Keyholder
- Oversees processing of library materials for circulation and management of circulation desk. Coordinates the acquisition of museum passes, newspapers, magazines, etc. Does social media, weeding, ordering, helps schedule desk coverage with Assistant Director and Director, trains all staff on desk procedures.
- Bachelor's degree preferred: Associates degree required with 1-3 years library experience; or any equivalent combination of education and experience.

Library Assistant - Level 2

- Borrower Services Assistant, Programming & Marketing Assistant, Finance & Operations Assistant, Custodian
- All: Supervisor of Building / Keyholder
- Borrower Services Assistant - Desk coverage is of primary importance, Helps with tech services tasks, circulation tasks, weeding, ordering, makes displays, makes posters, social media
- Programming & Marketing Assistant - Programming for all ages, works with librarians to help make sure we are offering programs to all ages and interests, social media, makes posters, helps cover desk as needed
- Finance & Operations Assistant - Supports work of the Library Director and Assistant Director in the area of finances. Maintains records. Collects and counts money, prepares deposits, does purchase orders. Opens orders and verifies delivery. Tracks accounts and finances and helps with state reports and grants. As needed: Helps process library materials for circulation, helps with social media, helps cover circulation desk, and helps with any other tech services tasks.
- All: Associate's degree preferred: High school diploma or equivalent required with 1-3 years library experience; or any equivalent combination of education and experience.

Custodian

- Keyholder, flexible schedule (agreed upon with Director) as long as trash removal and sanitizing of bathrooms and commonly touched surfaces happens at least every other day - responsible for any snow issues even if snow is happening outside of their regular shift - sanitizes, cleans, dusts, vacuums, removes trash and recyclables and puts them out at the correct time and brings in barrels after pickup, keeps the library looking and feeling clean

Library Aide - Level 1

- Circulation desk tasks (checking out and in, answer phones, helps patrons, makes cards, etc), puts books away, pulls holds, outside sign, helps set up rooms for programs, helps with program prep (crafts, etc), social media, makes displays - good customer service is essential
- Does not have a key or code, cannot be in charge of building
- Will usually work 3 4-hour shifts or 4 3-hour shifts, including at least one night and at least every other Saturday, some flexibility needed in case others are out
- High school degree or equivalent preferred: 1-3 years library experience a plus; or any equivalent combination of education and experience, especially with customer service.

APPENDIX C

SIDE LETTER OF AGREEMENT

BETWEEN THE

TOWN OF HOLBROOK LIBRARY BOARD OF TRUSTEES

AND THE

HOLBROOK TOWN LIBRARY ASSOCIATION

LOCAL 4928, MLSA, MFT, AFT, AFL-CIO

This Side Letter of Agreement is entered into by and between the Holbrook Library Board of Trustees and the Holbrook Town Library Association, Local 4928, MLSA, AFTMA, AFT, AFL-CIO;

WHEREAS; Library employees Jason Shurtleff, Jessica Pugsley, and Joshua Meyer are eligible to receive paid lunch breaks subject to the amount of hours worked;

WHEREAS; as part of negotiations for a successor collective bargaining agreement to be in effect for the period July 1, 2022 through June 30, 2025, the Parties agreed that lunch breaks for employees hired after July 1, 2022 shall be unpaid;

NOW, THEREFORE, the Parties have agreed to the following with respect to lunch breaks for Jason Shurtleff, Jessica Pugsley, and Joshua Meyer:

1. Employees who work eight (8) hours shall receive one hour paid lunch.
2. Employees who work six (6) hours shall receive one – half (½) hour paid lunch.
3. This Side Letter of Agreement applies only to Jason Shurtleff, Jessica Pugsley, and Joshua Meyer and shall not be considered or used as precedent for any other matter, or grant any other individual any additional rights beyond those that are contained in the collective bargaining agreement.

**APPENDIX D
LIBRARY ASSOCIATION - DUES AUTHORIZATION**

AUTHORIZATION FOR PAYROLL DEDUCTION

BY: _____
(Name of Employee)

TO: TOWN OF HOLBROOK

Effective _____, I hereby request and authorize you to deduct from my earnings each week, the current amount of dues as established by the UNION.

This amount shall be paid to the treasurer of HOLBROOK TOWN LIBRARY ASSOCIATION, MLSA, AFT-MA, AFT, AFL-CIO.

These deductions may be terminated by me by giving you a 60 days written notice in advance or upon termination of my employment.

Employee's Signature

Employee's Address

Employee's Phone

APPENDIX E
SIDE LETTER OF AGREEMENT
BETWEEN THE
TOWN OF HOLBROOK LIBRARY BOARD OF TRUSTEES
AND THE
HOLBROOK TOWN LIBRARY ASSOCIATION
LOCAL 4928, MLSA, MFT, AFT, AFL-CIO

This Side Letter of Agreement is entered into by and between the Holbrook Library Board of Trustees and the Holbrook Town Library Association, Local 4928, MLSA, AFTMA, AFT, AFL-CIO;

NOW, THEREFORE, as part of negotiations for a successor collective bargaining agreement to be in effect for the period July 1, 2022 through June 30, 2025, the Parties have agreed to the following:

Effective upon ratification of this agreement Jason Shurtleff will assume the position of Borrower Services Manager credited with 5 years seniority, Jessica Pugsley will assume the position of Borrower Services Assistant with 1 year seniority, and Joshua Meyer will assume the position of Adult Services Librarian with 1 year seniority.