

AGREEMENT

between

THE TOWN OF STONEHAM

and

THE STONEHAM LIBRARY STAFF ASSOCIATION, M.L.S.A.,

LOCAL 4928, MFT, AFT, AFL/CIO

Effective: July 1, 2022

Expiring: June 30, 2025

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JOB DESCRIPTIONS

LIBRARY TECHNICIAN
SENIOR LIBRARY TECHNICIAN
CIRCULATION SUPERVISOR

PREAMBLE

This Agreement entered into by the Town of Stoneham, hereinafter referred to as the "Town" and the Stoneham Library Staff Association, M.L.S.A., Local 4928, MFT, AFT, AFL/CIO, hereinafter referred to as the "Association" is designed to maintain and promote a harmonious relationship between the Town and such of its employees who are within the provisions of this Agreement. This Agreement is in accordance with the provisions of Massachusetts General Laws Chapter 150E. This Agreement is made in order to establish more efficient and progressive public services and for the purpose of establishing a peaceful procedure for the resolution of differences and for the establishment of rates of pay, hours of work and standards of productivity and performance and other terms and conditions of employment.

ARTICLE 1
MANAGEMENT RIGHTS

1.0 The Town reserves and retains all rights and authority not expressly abridged by the specific provisions of the Agreement. The Association recognizes the prerogatives of the Town to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority.

The parties agree that the Town Administrator shall, subject only to the express provisions of applicable law, exercise final authority on behalf of the Town in determining the administration of this contract.

ARTICLE 2
ASSOCIATION RECOGNITION

2.0 The Town hereby recognizes the Association as the exclusive representative for the purpose of collective bargaining relative to wages, hours of work, standards of productivity and performance, and other terms and conditions of employment. The bargaining unit as defined in MCR-3766 as amended shall consist of those job classifications listed as follows:

Effective upon signing of this Agreement October 11, 2017, All Library Technicians and Senior Library Technicians, including those Library Technicians and Senior Library Technicians working a scheduled twenty (20) hours per week or more and all other regularly scheduled nonprofessional employees working at least a scheduled ten (10) hours per week, with the exception of pages.

Effective upon signing of this Agreement October 11, 2017, the attached pay scale will be used for the two (2) 10 hour's employees.

Effective upon signing the July 1, 2022 Agreement, the Employer shall create a new job classification called "Senior Circulation Supervisor." The qualifications for this position shall be either ten (10) years of service with a public library system or an employee who holds a Master of Library Science degree. A new grade shall 39 be added to the collective bargaining agreement and attached hereto. The parties agree to meet and confer to discuss additional job description questions that may arise.

Effective July 1, 1999, in addition to the job classifications listed above, the bargaining unit shall also consist of the Circulation Supervisor job classification.

ARTICLE 3

ASSOCIATION OFFICERS AND REPRESENTATIVES

- 3.0 On or before October of each year, the Association shall furnish the Town (Town Administrator) with a list of its officers and authorized agents in writing, of any changes. No association representative will be recognized by the Town (Town Administrator) except those designated in writing by the Association.
- 3.1 The Association Stewards and other representatives shall be granted a reasonable amount of time without loss of pay during working hours to investigate and settle grievances, negotiate contracts, or for Massachusetts Labor Relations Commission business.
- 3.2 The Library Director, or his/her designee, shall notify the Association of the name, job title and address of all eligible personnel upon their employment.
- 3.3 Effective July 1, 1991, a minimum of two day's paid leave shall be granted each Association Officer for the purpose of attending conferences, collective bargaining training sessions, and meetings to disseminate information.

ARTICLE 4
NON-DISCRIMINATION

4.0 The Town will not discriminate against any employee covered by this Agreement because of membership in, or activity on behalf of the members of the Association.

The Association will not discriminate with regard to representation of its members or with regard to terms and conditions of membership because of race, color, creed, sex, age or national origin.

ARTICLE 5
BENEFIT STIPULATION

5.0 Except as indicated herein, benefits will apply to those bargaining unit members who work a basic work week of thirty-five (35) hours.

Further, permanent part-time bargaining unit employees who work a regular schedule of a minimum of twenty (20) hours per week will be granted benefits on a pro-rata basis.

Additionally, the 2 (two) ten (10) – hours per week part time positions will be granted benefits on a pro rate basis.

5.1 All benefits are based upon continuous Town service. Continuous Town service shall be defined as employment uninterrupted except for required military leave and for jury duty, sick leave, bereavement leave, holidays and vacations and authorized leaves of absence.

ARTICLE 6
GRIEVANCE PROCEDURE

6.0 Section 1.Definition:

A grievance shall be defined as a dispute, controversy or alleged violation or misapplication of the specific terms and/or provisions of this Agreement.

Section 2. Introduction:

The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those problems which, from time to time, may arise and affect the conditions of employment of the employees covered in this Agreement. The parties recognize the importance of prompt and equitable disposition of any grievance at the lowest organization level possible. The Town and the Association desire such procedure shall be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved; and nothing in this Agreement shall prevent any such employee from individually presenting their grievance. Whenever possible, the aggrieved employee will first discuss this grievance with the Library Director or his/her designee.

Section 3. Steps of the Grievance Procedure:

Step 1. If the grievance is not adjusted to the grievant's satisfaction by the grievant's immediate supervisor, he/she may then submit his/her grievance in writing to the Library Director, or his/her designee. The Library Director, or his/her designee, shall meet with the employee and render a decision within seven (7) working days.

Step 2. If the grievance is not adjusted to the satisfaction of the grievant within seven (7) working days after the meeting at Step 1, the grievance may be submitted to the Town Administrator, or his/her designee, for a hearing. The Town Administrator or his/her designee shall provide for such hearing within ten (10) working days from the date of request and following such hearing shall submit their decision, in writing, to the complainant within ten (10) working days of the hearing. Time periods may be extended or waived by mutual agreement.

Section 4. Arbitration:

A grievance involving the interpretation or application of this Agreement which is not resolved under the preceding sections of this Article may be submitted to arbitration within twenty (20) working days after receipt of the written answer from the Town Administrator or his/her designee or twenty (20) working days after the written answer from the Town Administrator or his/her designee is due. The arbitrator will be selected from a panel supplied by the American

Arbitration Association or the State Board of Conciliation and Arbitration which will conduct the arbitration under its rules. Costs of the arbitration will be shared equally by the parties.

The arbitrator shall have no power to alter or vary the terms of this Agreement. The decision of the arbitrator shall be final and binding on the Town, the Association and on employees covered by this Agreement.

Section 5. Waiver of Grievance:

A grievance shall be deemed waived:

1. Unless submitted in writing within ten (10) working days of the occurrence, or failure of occurrence or upon the grievant's first knowledge of the incident upon which the grievance is based;
2. Unless submitted to arbitration within twenty (20) working days after receipt of the written answer from the Town Administrator or his designee;
3. If there is any deviation from this procedure in attempting to resolve the grievance before completing all the steps indicated.

Section 6. Exclusions:

Any matter which occurred, or failed to occur prior to the effective date of this Agreement, shall not be subject of grievance or arbitration hereunder.

ARTICLE 7

BASIC WORK WEEK

- 7.0 The basic work week shall consist of thirty-five (35) hours unless otherwise specified. The scheduled day shall consist of seven (7) hours and, in addition, shall have a one-hour unpaid lunch or dinner.
- 7.1 Rest periods shall be included and continued, in accordance with present practice.

- 7.2 Changes in hours of work or operation are subject to negotiations between the parties.
- 7.3 Effective upon the signing of this Agreement, all full-time bargaining unit members must take an unpaid lunch period in accordance with MGL Chapter 149, section 100.
- 7.4 Consistent with current practice, hours worked on a Saturday shall be in addition to a bargaining unit employee's normally scheduled work week.

ARTICLE 8

OVERTIME

- 8.0 Overtime is defined as any hours worked in excess of 35 hours. The hours worked by any member of the Association, from 35 to 40 hours in a week, will be compensated for at straight time.

Overtime pay shall be earned and compensated in accordance with applicable provisions of the Fair Labor Standards Act (FLSA).

- 8.1 Employees who have left their place of employment on completion of their assigned work schedule who are recalled for overtime work before their next scheduled starting time shall be guaranteed a minimum of four (4) hours of overtime pay.
- 8.2 The Library Director shall not change the working schedules, after posting, for the purpose of avoiding overtime.
- 8.3 Employees in like classifications, may swap shift schedules, by mutual agreement, in concurrence with the Library Director.

ARTICLE 9

SICK LEAVE

9.0 Employees covered by this Agreement, who have completed their probationary period, shall be granted sick leave with pay for absence caused by illness, or by injury, or exposure to contagious disease (non-occupational).

Effective January 1, 1997, with the approval of the department head and Town Administrator, sick leave may be used prior to the completion of a new employee's one-year probationary period. If employment with the Town is terminated and sick leave time is due the Town, the Town has the right to deduct that sick leave time due from the pay check of the terminated employee.

Note: In no case shall the granting of sick leave exceed the actual time accrued or if the time accrued is less than five days, not to exceed five days.

9.1 Sick leave, for full-time employees, shall accrue at the rate of one and one-fourth days for each month of actual service based on regularly scheduled hours and not to exceed fifteen working days in any calendar year. Part-time employees shall receive pro-rated equivalent days. Unused sick leave may be accumulated from year to year.

9.1(a) Sick time is adjusted when a permanent increase or decrease in hours occurs.

9.2 An employee who is sick has the responsibility to notify his/her immediate superior of his/her intended absence as soon as possible. The Town may request a doctor's certificate or other satisfactory evidence of illness for absences in excess of three working days, or before or after scheduled days off, vacations or holidays, or after a pattern of absences has developed. In any of the above situations the individual claiming illness has the burden of establishing eligibility for sick leave.

9.3 Extension of paid sick leave in excess of accumulated credit can be made only upon recommendation of the department head or supervisory authority after review by the Town Administrator. In determining whether sick leave extension will be granted, the

prior attendance performance of the employee and unused vacation leave are significant factors for consideration.

Extension of sick leave in excess of accumulated credit when granted will be debited against his or her subsequent sick leave accrual or at the discretion of the Library Director, other methods of pay-back may be worked out.

9.4 Effective up on the signing of this agreement October 11, 2017, quarterly sick time reports will be distributed to Union members by department head upon receipt of reports from Town Accountant.

9.5 Each employee hired on or before December 31, 1971, will be credited with three sick days for each year of service. Each employee hired on or before January 1, 1972, but not later than December 31, 1972, will be credited with one year of service for the purpose of applying the preceding sentence. Each employee hired on or after January 1, 1973 will accrue sick leave under Section 9.1.

9.6 Family Illness - Effective July 1, 1989

With the approval of the Town Administrator, an employee shall be allowed to use accrued sick time for family illness if so needed. Such use shall not exceed twenty work shifts without prior approval of the Town Administrator. Family shall include the employee's spouse, child, mother, father, sister(s), brother(s), mother-in-law, father-in-law, sister(s)-in-law and brother(s)-in-law. Also included shall be in-laws and close relatives residing with the employee.

9.7 Sick Leave Bank

- A. This provision will be effective on July 1, 2003. There shall be established a Sick Leave Bank for the use of Bargaining Unit Members.
- B. Membership in the Sick Leave Bank shall be strictly voluntary and those members of the bargaining unit who wish to participate shall contribute two (2) sick days to the bank to join. Newly hired employees shall have the option of joining the bank by contributing one (1) sick day from their account within the first year of their employment.

- C. A labor/management_Committee of Union members will be appointed by the chairperson to serve a term of two (2) years to administer the Sick Leave Bank. There shall be two (2) union representatives and one (1) management representative on the Sick Bank Committee. The role of the subcommittee is to review and approve or deny sick bank disbursement requests. Decisions by the Sick Bank Committee shall not be arbitrary or capricious.
- D. Members of the bargaining unit may draw from the bank once their accumulated sick leave has been depleted and they have suffered a five (5) day loss of pay. Management shall provide an annual accounting of the sick bank use and accumulation.
- E. Use of the bank shall be based on medical documentation submitted to the sick leave bank committee. Sick leave bank disbursements shall be in twenty-five (25) day increments with a maximum of one hundred (100) within a twelve (12) month rolling period. Members of the bargaining unit on Parental Leave shall be excluded from using the Sick Leave Bank for their time on Parental Leave except for serious medical conditions.

ARTICLE 10

WORKERS' COMPENSATION

- 10.0 In the event an employee who has accrued sick leave becomes eligible through personal injury to receive Workmen's Compensation payments, that employee may receive compensation for the difference between his/her base pay and the Workmen's Compensation payments by drawing upon his/her accrued sick leave.

ARTICLE 11

PARENTAL LEAVE

The Town and the Association agree to abide by the State statute governing same, (see Chapter 149, Section 105D as amended).

- 11.1 Every full-time bargaining unit employee is entitled to a parental leave of absence for a period of eight (8) weeks if the employee complies with the following conditions:
- A. The employee provides a doctor's statement attesting to the pregnancy and expected delivery date or comparable adoption documentation; and
 - B. The employee has been employed three (3) consecutive months; and

- C. The employee gives at least two (2) weeks' notice of the expected departure date and intended date of return.
- 11.2 The employee can return to the same or a similar position without loss of employment benefits for which the employee was eligible on the date the leave commenced, if nothing has occurred during the leave that would have otherwise terminated the employee's employment with the EMPLOYER under existing law, rule, or regulation.
- 11.3 Bargaining unit employees shall be allowed to use accumulated sick leave, personal days, vacation days, and/or compensatory time to receive pay while on a parental leave of absence. If the employee does not have accumulated leave, the parental leave shall be unpaid.
- 11.4 A bargaining unit employee may take an extended, unpaid, leave of absence for up to one (1) year for extended parental leave purposes.

ARTICLE 12
PERSONAL DAYS

12.0

Effective July 1, 1997, each unit employee shall receive, upon request, two (2) Personal days per calendar year, all of which shall be deducted from accumulated sick leave as they are used.

Effective July 1, 2004, each unit employee shall receive, upon request, two (2) personal days per calendar year, only one of which shall be deducted from accumulated sick leave as it is used.

Effective January 1, 2010, each unit employee shall receive, upon request, three (3) personal days per calendar year, neither of which shall be deducted from accumulated sick leave as it is used.

Personal days cannot be accrued or carried over from year to year.

- a) Personal days shall be based on an employee's regularly scheduled hours on January 1st of each calendar year.

- b) If an employee's hours are temporarily increased, personal hours shall not be adjusted.
- c) If an employee's hours are permanently increased, personal hours shall be increased as of the date of the original change.
- d) If an employee's hours are permanently decreased, an adjustment decreasing personal time shall be made. If a negative balance occurs due to the decrease in hours, an employee must transfer vacation time to clear the negative balance.

ARTICLE 13

BEREAVEMENT

Effective July 1, 1991

13.0 a) Immediate Family - Time Extended.

In the event of a death in the immediate family of an employee, either full-time or part-time, he/she shall be paid up to four work days, irrespective of schedule.

b) Same - Defined.

Immediate family shall include the employee's spouse, child, mother, father, mother-in-law, father-in-law, sisters, brothers, grandchildren, significant other. Also included shall be other in-laws and close relatives residing with the employee.

c) In-Laws, Aunts, Uncles and Grandparents - Time Extended.

Employees, either full-time or part-time, shall be paid up to two work day's pay, irrespective of schedule, for the purpose of attending the funeral of one of his/her in-laws, (other than those stated in section (b) above), aunts, uncles or grandparents.

ARTICLE 14
HOLIDAYS

14.0 Effective July 1, 2003, the following holidays shall be paid holidays for all members of the bargaining unit:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	*½ Day before Christmas
Juneteenth	Christmas Day
Independence Day	

*Effective July 1, 2003, the ½ day before Christmas shall also be a paid holiday for all members of the bargaining unit. The Library shall close at 1:00 P.M. on the day before Christmas.

14.1 An employee shall be deemed eligible for holiday pay if all the following requirements are met:

- 1 Employee is currently employed at the time of the holiday.
2. Employee has worked the regular scheduled workday before the holiday and the day following the holiday or has permission from the department head to be absent, or is on paid leave.

14.2 If a holiday falls on the normal day off of a full-time employee, the employee shall be granted another day off with pay, to be used at the discretion of the employee with concurrence of the Library Director.

14.3 If a holiday falls on the normal day off of a part-time employee, the employee shall be granted pro-rata compensation, at the employee's regular rate of pay, in lieu of the holiday, during the holiday week.

14.4 Effective July 1, 2009, whenever one of the designated holidays falls on a Sunday, the following day shall be the legal holiday. Whenever one of the designated holidays falls on a Saturday, the previous Friday shall be the legal holiday.

- 14.5 An employee required to work on a holiday shall be compensated at double the regular rate of pay, or compensatory time off at double time, at the employee's option.

- 14.6 When a holiday is proclaimed by state or federal authorities, it will be granted to union members, as such. Proclamations by such authorities must include the word "holiday" and should be anticipated on an annual basis going forward. Other observations provided to state or federal employees will be considered at the sole discretion of the Town.

- 14.7 Effective July 1, 1991, informal holiday practices will continue to be at the discretion of the Library Trustees and members covered under this contract shall be compensated for time off.

- 14.8 Effective July 1, 1991, at least two weeks prior to a scheduled holiday, the Library Director will produce a work schedule and affected employees will be rescheduled accordingly.

ARTICLE 15

VACATION

- 15.0 Effective January 1st of each calendar year, the vacation schedule for all bargaining unit employees, which shall be accrued in monthly increments, shall be as follows:

Years of service as of January 1 st	Total yearly vacation allotment (in days)	Monthly accrual (in days)
1 < 5	10	.8333
5 < 10	15	1.25
10 < 15	20	1.6667
15 < 20	25	2.0833
20 +	30	2.5

- 15.0(b) It shall be understood that monthly accruals may be represented in hours. It shall also be understood that "days" for part time employees shall be calculated by dividing their average weekly hours by 5 (i.e. a new employee who works 15 hours per week shall be

credited with 30 hours of paid vacation time as shown by this formula: 15 hours a week/5 days a week*10 days of paid vacation).

- 15.1 Length of service shall be computed from the anniversary of the employee's date of hire.
- 15.2 Employees who have fulfilled requirements for a vacation and whose service is terminated by dismissal through no fault or delinquency on their part, or by resignation or retirement, or death, without their having been granted vacation to which they are entitled, shall be paid an amount in lieu of the vacation due.
- 15.3 If a holiday credit falls within the vacation period, it shall not count as part of the vacation allowance.
- 15.4 Vacation pay shall be prorated for part-time employees according to their hours of work.
- 15.5 Effective July 1, 1991, an employee on vacation who becomes seriously ill may cancel his/her vacation and use accumulated sick leave to the extent equal to the number of sick days minimally required.
- 15.6 Effective July 1, 2008, the department head may schedule employee' vacations at any time during the year in accordance with the requirements of his or her department.
- 15.7 Effective January 1, 2014 vacation time will be posted once a year on the first day of the calendar year that a qualified employee is employed with the Town of Stoneham within this collective bargaining unit. This vacation time will not be applied retroactively. On or about the first day of January of each calendar year the employee will have placed on his/her paycheck the number of hours he/she has earned in the previous year of employment based on his/her years of service. The vacation time shall be prorated in years that vacation will increase (1, 5, 10, 15 and 20 years) based on their anniversary date and shall be credited on the first day of January in the year that they will reach the milestone year. Example: if an employee was hired on July 1, 2011 he/she would be credited one week vacation on or about January 1, 2012 and will then receive 2 weeks vacation on or about January 1, 2013. On January 1, 2016 (five year anniversary) an employee will receive 2 weeks and 2.5 days of vacation in accordance with the collective

bargaining agreement. On January 1, 2017 the employee will be credited with 3 weeks vacation.

All vacation time will be placed on the qualified employee's weekly paycheck in hours and shall be prorated based on their regularly scheduled hours of the preceding year.

Effective on May 1, 2017, new hires will earn their vacation time on a monthly prorated basis. Once a new employee successfully completes the probationary period, they will be credited with a monthly proration of their annual vacation allotment. Employees hired before May 1, 2017 will continue to be credited with their annual vacation allotment amount on January 1st of each year. In accordance with the current practice.

15.8 Accrual of Vacation while on Leaves of Absence

Disability Leave: Employees receiving paid leave (i.e. sick leave or worker's compensation) are not eligible to accrue other forms of paid leave after sixty (60) calendar days on long-term leave.

Unpaid Leave of Absence: Unless otherwise specified in a Collective Bargaining Agreement, vacation hours shall cease to accrue when an employee is in an "unpaid" status.

Family and Medical Leave of Absence: Employees on an approved paid 12-week FMLA absence will continue to accrue vacation hours.

If an employee temporarily has his/her hours increased the vacation time shall not be accruing on the increased hours, unless the temporary increase in hours lasts longer than six (6) months. If an employee temporarily has his/her hours decreased then

vacation time shall be accrued on the decreased hours unless the temporary decrease in hours is for less than 30 days.

It will be incumbent upon the employee to bring to the attention of the accounting department any discrepancies in their vacation time in a reasonable time frame.

All new employees shall be allowed to use up to 1 week vacation time at the completion of said employee's first 6 months of employment.

15.9 Bargaining unit employees hired on or before September 14, 1998, shall have their vacation allotments grandfathered. These employees shall accrue two and one-half (2.5) days per month of paid vacation. These employees shall be entitled to carryover up to thirty (30) days of vacation every year.

ARTICLE 16
COMPENSATORY TIME

Effective upon the signing of this Agreement dated November 12, 2013, the following Compensatory Time language will be in effect:

16.0 Premium Overtime

Non-exempt bargaining unit members are eligible to receive premium overtime pay for hours actually worked in excess of forty (40) hours in a regular workweek at a rate of not less than time and one-half (1.5) of their regular rate of pay.

16.1 Straight Time

Straight time is paid for hours worked up to 40 hours per week. The employee will receive straight time pay on an hour to hour basis for each hour worked up to 40 hours in a workweek. Vacation days, holiday and excused absences will

constitute as actual hours worked. Excused absences shall mean bereavement, personal leave and sick leave.

16.2 Compensatory Time

- a) Effective upon the signing of this Memorandum of Agreement dated November 12, 2013, an employee may request compensatory time instead of overtime. Compensatory time must be approved in advance by the department head or his/her designee. It shall be understood and assumed, unless explicitly requested and approved by management, in writing, that a bargaining unit employee shall receive their hourly wages for all hours worked.
- b) An employee must consent to accepting compensatory time in lieu of overtime payment prior to the performance of work or in accordance with the Collective Bargaining Agreement. Employees may use their comp. time by submitting a request to their department head in accordance with established departmental procedures, provided such request does not unduly disrupt the operation of the department.
- c) Effective January 1, 2014 the reconciled comp. time balance on the MUNIS system for previously earned comp. time balance will be frozen and additional comp. time hours will not be added to this balance.
- d) Effective January 1, 2014 an employee may earn new comp. time in lieu of overtime with prior approval of the department head or his/her designee. At no time can comp. time exceed 40 hours unless prior written approval of the Town Administrator is received. New comp. time earned must be taken within five (5) months of the date it was earned unless prior written approval from the Town Administrator is received. All combined comp. time shall not exceed 240 hrs.

ARTICLE 17

LONGEVITY

Effective July 1, 2010 this language has been eliminated from the contract.

ARTICLE 18

JOB POSTING AND BIDDING

18.0 Effective July 1, 2003

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 during which time interested employees may apply in writing to the Library Director. The Association representative shall be notified in writing at the time of the posting.

Current staff may be given preference for existing vacancies for which they are qualified; and every reasonable effort will be made to give preference to such qualified candidates.

ARTICLE 19

SALARIES

19.0 SALARY SCHEDULES

The salary schedules for all bargaining unit employees shall be increased as follows:

- a) Effective and retroactive to July 1, 2022, all salary schedules shall be increased by two percent (2.0%).
- b) Effective July 1, 2023, all salary schedules shall be increased by two percent (2.0%).
- c) Effective July 1, 2024, all salary schedules shall be increased by one point seventy five percent (1.75.0%).

d) Deletion of "transition steps" from salary schedule.

Please see the attached salary plans for:

Library Technician	Grade 29
Senior Library Technician	Grade 36
Circulation Supervisor	Grade 39

Note: Effective January 1, 1994, there will be no additional pay for longevity, which will be included in the base salary. Longevity will be eliminated for all employees.

19.1 Anniversary Dates

Effective July 1, 1999, all existing employees' anniversary dates (for purposes of step increases and promotions) will be July 1st.

Example: New employees hired or current employees promoted before January 1st of any fiscal year shall be eligible to receive a step increase on July 1st of the following fiscal year. New employees hired or current employees promoted after January 1st of any fiscal year shall not be eligible to receive a step increase in the following fiscal year.

19.2 Employees covered by this Agreement shall be placed at step in grade that reflects their years of service, in their present job classification.

19.3 Effective October 11, 2017, all Union members to have direct deposit.

ARTICLE 20

NO STRIKE

20.0 The Association on its own behalf and on behalf of each of the employees it represents, hereby agrees and covenants that during the term of this Agreement, and in the event that expiration occurs prior to a new Agreement, it will not advocate, authorize, approve, participate or in any way encourage any strike, work stoppage, slow down or

withholding of services, including paid extra services in the event of emergencies, from the Employer, the Town of Stoneham.

ARTICLE 21

LAYOFF

In the event that layoffs from positions covered by this Agreement become necessary, employees shall be laid off from the affected positions in accordance with their seniority within the bargaining unit and their ability to perform the work available with no more training than would be required of a new employee. When two or more employees are qualified to fill an available position, the employee(s) with the least seniority in the bargaining unit shall be laid off first. A laid off employee with seniority may bump into an equal or lesser classified position for which s/he is qualified. This will be determined by the Library Director and approved by the Library Trustees and the Town Administrator. No employee from outside the bargaining unit may bump into a position in this bargaining unit.

- 21.1 In the event of a layoff, seniority shall be computed as full years of service combined with proportionate permanent part-time years of service, within the bargaining unit, for equivalent full-time service.
- 21.2 Effective upon the signing of this Memorandum of Agreement, recall rights to recognized Association positions shall be effective for a two (2) year period from the date of layoff based on seniority as defined above. A recalled employee shall be reinstated with seniority and all other benefits.
- 21.3 Effective upon the signing of this Memorandum of Agreement, accrued benefits (vacation, personal time) at the time of layoff, shall be used prior to any collection of an unemployed benefit.

ARTICLE 22

RETRAINING

22.0 The Library will provide bargaining unit employees with such training and retraining as may be necessary to assist the employee in the use and operation of such technological devices and improvements as the Library may from time to time procure. The Library shall assume all directly related costs.

ARTICLE 23

PROFESSIONAL DEVELOPMENT REIMBURSEMENT

23.0 Effective July 1, 2023, bargaining unit employees may request to attend professional development opportunities from the Library Director. If the Library Director approves of the professional development, the bargaining unit employee shall be reimbursed by the EMPLOYER up to five hundred dollars (\$500.00) for related costs. The employee may be released from work to attend professional development or the Library Director shall make reasonable scheduling accommodations.

ARTICLE 24

DISCIPLINARY ACTION

24.0 An employee may be discharged or disciplined by the appointing authority for just cause if it is revealed that the employee is unable or unwilling to perform the required duties, or displayed conduct, habits or dependability which did not merit continuing the employee in the position. The employee shall be notified in writing of the reasons for the termination and the effective date of the action. The employee may appeal the removal pursuant to Article VI, Grievance Procedure.

24.1 An employee may be removed by the appointing authority during the first year's probationary period, at the discretion of the Library Director.

ARTICLE 25

JURY DUTY

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

ARTICLE 26

FREEDOM TO JOIN

26.0 Any bargaining unit employee desiring to drop their federation membership must do so by way of a signed written letter to the EMPLOYER and the FEDERATION.

26.1 The EMPLOYER shall provide the FEDERATION access to members of the bargaining unit that the FEDERATION exclusively represents. Access shall include, but shall not be limited to:

- A. The right to meet with individual employees on the premises of the public employer during the workday to investigate and discuss grievances, workplace-related complaints, and other workplace issues;
- B. The right to conduct worksite meetings during lunch breaks and other non-work breaks and before and after the workday on the employer's premises to discuss workplace issues, collective bargaining negotiations, the administration of collective

bargaining agreements, other matters related to the duties of an exclusive representative and internal federation matters involving the governance or business of the federation; and

C. The right to meet with newly hired employees, without charge to the pay or leave time of such an employee within ten (10) days of hire.

26.2 New Employee Information. Not later than ten (10) calendar days after the date of hire, the EMPLOYER shall provide the following contact information to the FEDERATION in spreadsheet file format or other format agreed to by the FEDERATION: (i) name; (ii) job; (iii) title; (iv) worksite location; (v) home address; (vi) work telephone number; (vii) home and personal cellular telephone numbers on file with the public employer; (viii) date of hire; (ix) work email address; and (x) personal email address on file with the public employer.

ARTICLE 27
MISCELLANEOUS

27.0 Personal Vehicle/Mileage

Employees required to use personal vehicles for Library business, as approved by the Library Director, shall be reimbursed for mileage in accordance with the established Town rate.

27.1 Work Cancellation

Effective upon the signing of this Memorandum of Agreement, if the Stoneham Public Library shall close for inclement weather or any other emergency (i.e., heating/air

conditioning system), the members of the Library Staff Association will not have to charge off any of their time if they were scheduled to work. If an employee is required to remain at the work site, during the closure, he/she may do so at the rate of time and one half. The employee must receive permission from the Town Administrator and Library Trustees in order to remain working at time and one half. If an employee wishes to stay after the closing and fails to get the Town Administrator's and Library Trustees' approval, the Town will not provide additional time off or compensation.

27.2 Leave of Absence

An employee may be granted a leave of absence subject to the discretion of the Library Trustees.

ARTICLE 28

WEEKEND DIFFERENTIAL

28.0 Effective July 1, 2022, an employee whose schedule includes work on Saturday shall be paid an additional \$3.00 per hour for hours actually worked for any Saturday.

ARTICLE 29

NIGHT DIFFERENTIAL

29.0 Effective July 1, 2022, all employees whose schedule includes work after 5:00 P.M. shall be paid an additional \$3.00 per hour for the hours actually worked after 5:00 P.M.

ARTICLE 30
SEVERABILITY

- 30.0 Should any part of or any provision herein contained be rendered or declared invalid or amended by reason of any existing or subsequent enacted legislation or by any decree of a court of competent jurisdiction, such invalidation or amendment of such part or portion of this Agreement shall not invalidate the remaining portions thereof; provided, however, upon such invalidation the parties signatory hereto agree to immediately meet to renegotiate such parts or portions affected. The remaining parts or provisions shall remain in full force and effect.
- 30.1 Should any provisions of this Agreement contain a conflict with a municipal personnel ordinance, by-law, rule or regulation or any statute as defined in General Laws, Chapter 150E, Section 7, the terms of this Agreement shall prevail.

ARTICLE 31
AUTHORITY TO BIND

- 31.0 Once an agreement has been reached relative to the terms of a new contract and prior to signing, the Association shall submit written evidence of the ratification by the Association membership.
- 31.1 Effective July 1, 1991, once an agreement has been reached relative to the terms of a new contract and prior to signing, the Town's administration, through its Board of Selectmen and Town Administrator, shall support any contract submitted to town meeting for funding.

ARTICLE 32
PAST PRACTICE

32.0 Effective July 1, 1991, the Town of Stoneham acknowledges that prior to instituting any substantial change in a well-established condition of employment not expressly set forth in this Agreement, it has an obligation to provide the Association prior notice and a reasonable opportunity to bargain about the proposed change.

ARTICLE 33
HEALTH INSURANCE

33.0 The Town will utilize a Public Employee Committee (PEC) which will be comprised of representatives from the Town's Union and appropriate members of management to review and discuss a number of health insurance plans and benefits. The Union will designate an appropriate representative to serve on the PEC. Bargaining unit members who participate in the GIC (Group Insurance Commission) health insurance benefit, shall pay a premium that is in accordance with the Public Employees Committee (PEC) Agreement.

ARTICLE 34
DURATION

34.0 This Agreement shall be effective retroactively to July 1, 2022 and shall continue through June 30, 2025.

34.1 The parties agree that ongoing negotiations will continue relative to a successor collective bargaining agreement.

Either party will notify the other party to reopen negotiations for a successor collective bargaining agreement by January 31, 2025.

This Agreement remains in full force and effect until a successor Agreement is reached.


STONEHAM LIBRARY STAFF ASSOCIATION,
MASSACHUSETTS LIBRARY STAFF ASSOCIATION,
LOCAL 4927, AMERICAN FEDERATION OF
TEACHERS, AFT MASSACHUSETTS, AFL-CIO

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11/3/2022

Deborah Cunningham
Steward

TOWN OF STONEHAM

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11/3/2022

Dennis J. Sheehan
Town Administrator

**LIBRARY SALARY PLAN
GRADE 29**

FY 23-INCREASE 2.00%

EFFECTIVE	GROUP/BU DESC	GRADE	STEP	HOURLY	DAILY	WEEKLY	ANNUAL
07/01/2022	STONEHAM LIBRARY STAFF ASSOC	29	1	\$17.9183	\$125.428	\$627.14	\$32,736.71
07/01/2022	STONEHAM LIBRARY STAFF ASSOC	29	2	\$18.3662	\$128.564	\$642.82	\$33,555.20
07/01/2022	STONEHAM LIBRARY STAFF ASSOC	29	3	\$18.8255	\$131.778	\$658.89	\$34,394.06
07/01/2022	STONEHAM LIBRARY STAFF ASSOC	29	4	\$19.2960	\$135.072	\$675.36	\$35,253.79
07/01/2022	STONEHAM LIBRARY STAFF ASSOC	29	5	\$19.7785	\$138.450	\$692.25	\$36,135.45
07/01/2022	STONEHAM LIBRARY STAFF ASSOC	29	6	\$20.2729	\$141.910	\$709.55	\$37,038.51
07/01/2022	STONEHAM LIBRARY STAFF ASSOC	29	7	\$20.7797	\$145.458	\$727.29	\$37,964.54
07/01/2022	STONEHAM LIBRARY STAFF ASSOC	29	8	\$21.2992	\$149.094	\$745.47	\$38,913.53

FY 24-INCREASE 2.00%

EFFECTIVE	GROUP/BU DESC	GRADE	STEP	HOURLY	DAILY	WEEKLY	ANNUAL
07/01/2023	STONEHAM LIBRARY STAFF ASSOC	29	1	\$18.2767	\$127.936	\$639.68	\$33,391.30
07/01/2023	STONEHAM LIBRARY STAFF ASSOC	29	2	\$18.7335	\$131.134	\$655.67	\$34,225.97
07/01/2023	STONEHAM LIBRARY STAFF ASSOC	29	3	\$19.2020	\$134.414	\$672.07	\$35,082.05
07/01/2023	STONEHAM LIBRARY STAFF ASSOC	29	4	\$19.6819	\$137.774	\$688.87	\$35,959.01
07/01/2023	STONEHAM LIBRARY STAFF ASSOC	29	5	\$20.1741	\$141.218	\$706.09	\$36,857.90
07/01/2023	STONEHAM LIBRARY STAFF ASSOC	29	6	\$20.6784	\$144.748	\$723.74	\$37,779.23
07/01/2023	STONEHAM LIBRARY STAFF ASSOC	29	7	\$21.1953	\$148.368	\$741.84	\$38,724.05
07/01/2023	STONEHAM LIBRARY STAFF ASSOC	29	8	\$21.7252	\$152.076	\$760.38	\$39,691.84

FY 25-INCREASE 1.75%

EFFECTIVE	GROUP/BU DESC	GRADE	STEP	HOURLY	DAILY	WEEKLY	ANNUAL
07/01/2024	STONEHAM LIBRARY STAFF ASSOC	29	1	\$18.5965	\$130.176	\$650.88	\$33,975.94
07/01/2024	STONEHAM LIBRARY STAFF ASSOC	29	2	\$19.0613	\$133.430	\$667.15	\$34,825.23
07/01/2024	STONEHAM LIBRARY STAFF ASSOC	29	3	\$19.5380	\$136.766	\$683.83	\$35,695.93
07/01/2024	STONEHAM LIBRARY STAFF ASSOC	29	4	\$20.0263	\$140.184	\$700.92	\$36,588.02
07/01/2024	STONEHAM LIBRARY STAFF ASSOC	29	5	\$20.5271	\$143.690	\$718.45	\$37,503.09
07/01/2024	STONEHAM LIBRARY STAFF ASSOC	29	6	\$21.0403	\$147.282	\$736.41	\$38,440.60
07/01/2024	STONEHAM LIBRARY STAFF ASSOC	29	7	\$21.5662	\$150.964	\$754.82	\$39,401.60
07/01/2024	STONEHAM LIBRARY STAFF ASSOC	29	8	\$22.1054	\$154.738	\$773.69	\$40,386.62

**LIBRARY SALARY PLAN
GRADE 36**

FY 23-INCREASE 2.00%

EFFECTIVE	GROUP/BU DESC	GRADE	STEP	HOURLY	DAILY	WEEKLY	ANNUAL
07/01/2022	STONEHAM LIBRARY STAFF ASSOC	36	1	\$21.2992	\$149.094	\$745.47	\$38,913.53
07/01/2022	STONEHAM LIBRARY STAFF ASSOC	36	2	\$21.8318	\$152.822	\$764.11	\$39,886.54
07/01/2022	STONEHAM LIBRARY STAFF ASSOC	36	3	\$22.3775	\$156.642	\$783.21	\$40,883.56
07/01/2022	STONEHAM LIBRARY STAFF ASSOC	36	4	\$22.9368	\$160.558	\$802.79	\$41,905.64
07/01/2022	STONEHAM LIBRARY STAFF ASSOC	36	5	\$23.5104	\$164.572	\$822.86	\$42,953.29
07/01/2022	STONEHAM LIBRARY STAFF ASSOC	36	6	\$24.0981	\$168.686	\$843.43	\$44,027.05
07/01/2022	STONEHAM LIBRARY STAFF ASSOC	36	7	\$24.7006	\$172.904	\$864.52	\$45,127.94
07/01/2022	STONEHAM LIBRARY STAFF ASSOC	36	8	\$25.3181	\$177.226	\$886.13	\$46,255.99

FY 24-INCREASE 2.00%

EFFECTIVE	GROUP/BU DESC	GRADE	STEP	HOURLY	DAILY	WEEKLY	ANNUAL
07/01/2023	STONEHAM LIBRARY STAFF ASSOC	36	1	\$21.7252	\$152.076	\$760.38	\$39,691.84
07/01/2023	STONEHAM LIBRARY STAFF ASSOC	36	2	\$22.2684	\$155.878	\$779.39	\$40,684.16
07/01/2023	STONEHAM LIBRARY STAFF ASSOC	36	3	\$22.8251	\$159.776	\$798.88	\$41,701.54
07/01/2023	STONEHAM LIBRARY STAFF ASSOC	36	4	\$23.3955	\$163.768	\$818.84	\$42,743.45
07/01/2023	STONEHAM LIBRARY STAFF ASSOC	36	5	\$23.9806	\$167.864	\$839.32	\$43,812.50
07/01/2023	STONEHAM LIBRARY STAFF ASSOC	36	6	\$24.5801	\$172.060	\$860.30	\$44,907.66
07/01/2023	STONEHAM LIBRARY STAFF ASSOC	36	7	\$25.1946	\$176.362	\$881.81	\$46,030.48
07/01/2023	STONEHAM LIBRARY STAFF ASSOC	36	8	\$25.8245	\$180.772	\$903.86	\$47,181.49

FY 25-INCREASE 1.75%

EFFECTIVE	GROUP/BU DESC	GRADE	STEP	HOURLY	DAILY	WEEKLY	ANNUAL
07/01/2024	STONEHAM LIBRARY STAFF ASSOC	36	1	\$22.1054	\$154.738	\$773.690	\$40,386.62
07/01/2024	STONEHAM LIBRARY STAFF ASSOC	36	2	\$22.6581	\$158.606	\$793.030	\$41,396.17
07/01/2024	STONEHAM LIBRARY STAFF ASSOC	36	3	\$23.2245	\$162.572	\$812.860	\$42,431.29
07/01/2024	STONEHAM LIBRARY STAFF ASSOC	36	4	\$23.8049	\$166.634	\$833.170	\$43,491.47
07/01/2024	STONEHAM LIBRARY STAFF ASSOC	36	5	\$24.4003	\$170.802	\$854.010	\$44,579.32
07/01/2024	STONEHAM LIBRARY STAFF ASSOC	36	6	\$25.0103	\$175.072	\$875.360	\$45,693.79
07/01/2024	STONEHAM LIBRARY STAFF ASSOC	36	7	\$25.6355	\$179.448	\$897.240	\$46,835.93
07/01/2024	STONEHAM LIBRARY STAFF ASSOC	36	8	\$26.2764	\$183.934	\$919.670	\$48,006.77

**LIBRARY SALARY PLAN
GRADE 39**

FY 23-INCREASE 2.00%

EFFECTIVE	GROUP/BU DESC	GRADE	STEP	HOURLY	DAILY	WEEKLY	ANNUAL
07/01/2022	STONEHAM LIBRARY STAFF ASSOC	39	1	\$26.0782	\$182.548	\$912.74	\$47,645.03
07/01/2022	STONEHAM LIBRARY STAFF ASSOC	39	2	\$26.7302	\$187.112	\$935.56	\$48,836.23
07/01/2022	STONEHAM LIBRARY STAFF ASSOC	39	3	\$27.3984	\$191.788	\$958.94	\$50,056.67
07/01/2022	STONEHAM LIBRARY STAFF ASSOC	39	4	\$28.0830	\$196.582	\$982.91	\$51,307.90
07/01/2022	STONEHAM LIBRARY STAFF ASSOC	39	5	\$28.7854	\$201.498	\$1,007.49	\$52,590.98
07/01/2022	STONEHAM LIBRARY STAFF ASSOC	39	6	\$29.5050	\$206.536	\$1,032.68	\$53,905.90
07/01/2022	STONEHAM LIBRARY STAFF ASSOC	39	7	\$30.2427	\$211.698	\$1,058.49	\$55,253.18
07/01/2022	STONEHAM LIBRARY STAFF ASSOC	39	8	\$30.9987	\$216.990	\$1,084.95	\$56,634.39

FY 24-INCREASE 2.00%

EFFECTIVE	GROUP/BU DESC	GRADE	STEP	HOURLY	DAILY	WEEKLY	ANNUAL
07/01/2023	STONEHAM LIBRARY STAFF ASSOC	39	1	\$26.5998	\$186.198	\$930.99	\$48,597.68
07/01/2023	STONEHAM LIBRARY STAFF ASSOC	39	2	\$27.2648	\$190.854	\$954.27	\$49,812.89
07/01/2023	STONEHAM LIBRARY STAFF ASSOC	39	3	\$27.9464	\$195.624	\$978.12	\$51,057.86
07/01/2023	STONEHAM LIBRARY STAFF ASSOC	39	4	\$28.6447	\$200.512	\$1,002.56	\$52,333.63
07/01/2023	STONEHAM LIBRARY STAFF ASSOC	39	5	\$29.3611	\$205.528	\$1,027.64	\$53,642.81
07/01/2023	STONEHAM LIBRARY STAFF ASSOC	39	6	\$30.0951	\$210.666	\$1,053.33	\$54,983.83
07/01/2023	STONEHAM LIBRARY STAFF ASSOC	39	7	\$30.8476	\$215.934	\$1,079.67	\$56,358.77
07/01/2023	STONEHAM LIBRARY STAFF ASSOC	39	8	\$31.6187	\$221.330	\$1,106.65	\$57,767.13

FY 25-INCREASE 1.75%

EFFECTIVE	GROUP/BU DESC	GRADE	STEP	HOURLY	DAILY	WEEKLY	ANNUAL
07/01/2024	STONEHAM LIBRARY STAFF ASSOC	39	1	\$27.0653	\$189.458	\$947.29	\$49,448.54
07/01/2024	STONEHAM LIBRARY STAFF ASSOC	39	2	\$27.7419	\$194.194	\$970.97	\$50,684.63
07/01/2024	STONEHAM LIBRARY STAFF ASSOC	39	3	\$28.4355	\$199.048	\$995.24	\$51,951.53
07/01/2024	STONEHAM LIBRARY STAFF ASSOC	39	4	\$29.1460	\$204.022	\$1,020.11	\$53,249.74
07/01/2024	STONEHAM LIBRARY STAFF ASSOC	39	5	\$29.8749	\$209.124	\$1,045.62	\$54,581.36
07/01/2024	STONEHAM LIBRARY STAFF ASSOC	39	6	\$30.6218	\$214.352	\$1,071.76	\$55,945.87
07/01/2024	STONEHAM LIBRARY STAFF ASSOC	39	7	\$31.3874	\$219.712	\$1,098.56	\$57,344.83
07/01/2024	STONEHAM LIBRARY STAFF ASSOC	39	8	\$32.1720	\$225.204	\$1,126.02	\$58,778.24

