

AGREEMENT

between the

TOWN OF FRANKLIN

and the

FRANKLIN PUBLIC LIBRARY STAFF ASSOCIATION

MASSACHUSETTS LIBRARY STAFF ASSOCIATION (MLSA)

LOCAL 4928

AMERICAN FEDERATION OF TEACHERS (AFT)

AFT MASSACHUSETTS (AFL-CIO)

July 1, 2022 – June 30, 2025

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## **LIBRARY AGREEMENT**

This is a collective bargaining agreement between The Town of Franklin (hereinafter referred to as the Employer) and the Franklin Public Library Staff Association, Massachusetts Library Staff Association (MLSA), Local 4928, American Federation of Teachers (AFT), AFT Massachusetts, AFL- CIO (hereinafter referred to as the "Union").

### **ARTICLE 1**

#### **RECOGNITION**

##### **SECTION 1.1**

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other specific conditions of employment as contained in this Agreement for all full-time and regular part-time employees of the Franklin Public Library except: the Library Director, Assistant Library Director, Administrative Executive Secretary, custodians/maintenance personnel and pages.

##### **SECTION 1.2**

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Union or changing any condition in this Agreement.

### **ARTICLE 2**

#### **INTENT AND PURPOSE**

##### **SECTION 2.1**

The general intent and purpose of this Agreement is in the mutual interests of the Town and the Union. By the consummation of this Agreement, the parties seek to continue and promote harmonious relations and mutual cooperation between the Employer and the Union; to formulate work rules to govern the relationship; to ensure the uninterrupted operation of the services provided by the employees; to set forth the agreement of the parties with respect to rate of pay, hours of work and conditions of employment under which members represented by the Union are to perform their duties; to provide for an orderly and equitable adjustment of all grievances as herein defined, all with the goal of improving the Library Services in the Town of Franklin. In seeking to achieve these goals, the parties acknowledge that the Employer has and must retain authority over the policies and administration of the departments, which it exercised under the law, except as expressly modified by a specific provision in this Agreement.

## **ARTICLE 3**

### **MANAGEMENT RIGHTS**

#### **SECTION 3.1**

The Employer shall retain all the rights which it now has by law, custom, practice, usage or precedent to administer, manage, operate and perform its customary work, and to determine methods and means by which the operations of said departments are to be performed and to direct the employees of the departments in any manner which in its opinion is in the best interest of the Town, except to the extent that any such rights have been specifically modified or limited by the terms of this Agreement.

## **ARTICLE 4**

### **UNION DUES**

#### **SECTION 4.1**

The Town agrees that Union dues, determined in accordance with the constitution of the Union, may be deducted bi-weekly from the salary of any employee in the Bargaining Unit who signs and files with the Town a form authorizing such deductions. The Town shall remit the sum so deducted to the treasurer of the Union.

#### **SECTION 4.2**

Any such authorization may be withdrawn by the employee by giving at least sixty (60) days' notice in writing of such withdrawal to the Town and by filing a copy with the treasurer of the Union.

## **ARTICLE 5**

### **UNION REPRESENTATION**

#### **SECTION 5.1 Union Representatives**

A written designation of the Union steward representatives shall be furnished to the employer immediately after their designation and the Union shall notify the Employer of any changes.

**A.** The above shall be granted reasonable time off during working hours to investigate and to settle grievances and attend meetings without loss of pay. The Employer shall be responsible to pay one (1) day's pay for one (1) employee to attend one (1) labor seminar per contract year.

**B.** Union stewards and/or elected officials from the Union may meet with new employees for up to thirty (30) minutes within the first two (2) weeks of employment.

## **SECTION 5.2 Bulletin Board**

Bulletin Boards shall be made available for posting and parties to this Agreement, both of whom may use the bulletin board for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.

## **SECTION 5.3 Access to Premises**

The Employer agrees to permit representatives of the national and local unions to enter the premises at reasonable times during working hours for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees.

# **ARTICLE 6**

## **DISCRIMINATION AND COERCION**

### **SECTION 6.1**

There shall be no discrimination by the Employer or other agents of the Employer against any employee because of their activity or membership in the Union. The Employer further agrees that there will be no discrimination against any member for their adherence to any provision of this Agreement or their refusal to comply with any order which violate this Agreement.

# **ARTICLE 7**

## **GRIEVANCE AND ARBITRATION PROCEDURE**

### **SECTION 7.1**

A grievance shall be defined as only a direct and specific violation of a provision of this Agreement. A grievance shall be settled in the following manner:

#### **A. Step One – Library Director**

The union steward and/or representative, with or without the aggrieved employee, must take up the grievance or dispute in writing with the Library Director or their designee within seven (7) working days of the date of the grievance. The supervisor shall attempt to adjust the matter and shall respond to the steward within seven (7) working days.

#### **B. Step Two - Town Administrator**

If the grievance has not been settled, it must be presented in writing to the Town Administrator within fourteen (14) working days after the Library Director's response is due. The Town Administrator shall respond to the steward in writing within fourteen (14) days.

### **C. Step Three - Arbitration**

If the grievance is still unsettled, either party must, within thirty (30) days after the reply of the Town Administrator is due, by written notice to the other, request arbitration.

### **SECTION 7.2 Arbitration**

Arbitration shall be initiated and conducted under the auspices of the American Arbitration Association pursuant to the then prevailing rules thereof.

- A.** The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.
- B.** The expense for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause a record to be made, providing it pays for the record. If the other party and/or the arbitrator desire a copy of the record then the total cost of the record will be shared equally.

### **SECTION 7.3 Grievances Involving Disciplinary Actions**

Grievances involving disciplinary actions shall be processed beginning at Step Two.

## **ARTICLE 8**

### **JUST CAUSE/PROBATIONARY PERIOD**

#### **SECTION 8.1 Just Cause**

No Bargaining Unit Member shall be disciplined, discharged or terminated without just cause.

#### **SECTION 8.2 Probationary Period**

New hires are subject to a six (6) month probationary period. During this period, a probationary employee may be terminated for any reason and at the sole discretion of the Employer. Any such termination will not be subject to the grievance and arbitration procedure.

## **ARTICLE 9**

### **SENIORITY**

#### **SECTION 9.1**

The parties agree that Appendix B correctly states the Seniority of the present employees of the Franklin Public Library. All employees employed beyond the date of this Agreement shall have their Seniority determined from the member's first date of membership in the bargaining unit. Seniority shall be broken by voluntary resignation, discharge for cause and any leave of absence in excess of one year.

## **ARTICLE 10**

### **LAYOFF AND RECALL**

#### **SECTION 10.1 Layoff**

**A.** When, in the judgement of the Town, it becomes necessary to implement cost reductions, the Town shall have the right, after appropriate discussion with the Association, to reduce costs. Cost reductions may include elimination of positions, reduction of hours, or a combination of hours and positions.

**B.** If the Town deems further reductions involving layoffs necessary, Employees shall be laid off by seniority as defined in Article 9. Employees regularly scheduled for less than twenty (20) hours per week shall be laid off before employees regularly scheduled to work twenty (20) or more hours per week.

**C.** The Town shall have the right to determine which classification(s) will be subject of the reduction leading to a layoff. An employee whose classification has been selected for such reduction shall, if deemed qualified in the reasonable discretion of library management, be able to bump the least senior employee in the same or another classification. The displaced employee may then exercise bumping rights.

#### **SECTION 10.2 Recall**

**A.** Employees severed due to a reduction in force shall be recalled to their previous position if available, or to any position for which the employee is qualified. Seniority used during the reduction in force will be the basis for the recall (last to be laid off will be the first to be recalled).

**B.** Employees severed due to a reduction in force shall have a right of recall for up to twelve (12) months after the date of the layoff.

**C.** The employer shall, through the use of the U.S. Postal Service first class certified mail, mail any notice of intent to recall to the employee's last known address. The employee shall have fourteen (14) calendar days to indicate their desire to accept the position.

**D.** All previously earned benefits and seniority credits shall be restored to the employee if recalled or rehired within twenty-four (24) months of the date of the layoff.



## **ARTICLE 11**

### **VACANCIES, JOB POSTINGS, AND BIDDING**

#### **SECTION 11.1 Vacancies, Job Postings, and Bidding**

When a position covered by this Agreement becomes vacant, and the Employer solely determines that filling the position is necessary, such vacancy shall be posted in a conspicuous place in the department, listing the pay, duties, and qualifications. The union president will be provided with copies of the posting. This notice of vacancy shall remain posted for seven (7) days.

- A.** Qualified employees within the bargaining unit interested in the position shall apply in writing within the posting period.
- B.** The Employer will award the position to the most qualified applicant in the unit regardless of the employee becoming eligible for benefits at twenty (20) hours per week. All matters being equal, seniority will prevail. An employee's qualifications are to be determined by the Library Director.
- C.** If no applicant within the unit is qualified, the Employer may fill the position from outside the bargaining unit.

#### **SECTION 11.2 Trial and Training Period**

The successful applicant shall be given a four (4) week trial and training period in the new position at the applicable rate of pay. If at the end of the trial and training period it is determined solely by the Employer that the employee is not qualified to perform the work, they shall be returned to their old position and rate of pay.

## **ARTICLE 12**

### **HOURS OF WORK**

#### **SECTION 12.1 Workweek**

The workweek shall consist of up to five (5) days within the six (6) days of Monday through Saturday.

- A. Hours of Work.** The starting and quitting times on any given day shall be no earlier than 8:00 a.m. or later than 10:00 p.m. on Monday through Friday and 8:30 a.m. to 5:15 p.m. on Saturday.
  - 1.** Starting and ending times and day assignment shall be solely at the discretion of the Employer. The regular hours of work shall be consecutive, except for interruptions for lunch periods.
  - 2.** The Director will make every effort to assign work for hours prior to 9:00 a.m. and later than 9:00 p.m. to employees who volunteer for such assignments.
  - 3.** Employees required to stay beyond closing time for non-library purposes shall be paid at the rate of time and one-half (1 ½) the normal rate of pay for such time with a minimum of one (1) hour.

**B. Workday, Breaks, and Meal Breaks**

1. Employees scheduled to work six (6) or more hours per day, will take a thirty (30) minute unpaid, duty-free meal break, mid-shift.
2. Employees who work between four (4) and five and one-half (5 ½) hours per day will be entitled to take one (1) fifteen (15) minute paid, duty-free break during their shift.
3. Employees who work more than five and one-half hours (5 ½) per day will be entitled to take two (2) fifteen (15) minute paid, duty-free breaks, one during each one-half (1/2) shift.

**C. Part-Time Employees**

The work schedule of part-time employees shall reflect a minimum of ten (10) hours per week.

**SECTION 12.2 Sunday Hours**

At the discretion of the Town, the Library may also provide library services on Sunday. No employee shall be forced to work on Sunday.

- A. Bargaining unit employees shall have preference for all Sunday work opportunities.
- B. Any work on Sunday shall be compensated at a rate equal to time and one-half (1½) the employee's normal hourly rate.
- C. At least four (4) weeks advanced notice shall be given to the bargaining unit prior to initiating Sunday hours.
- D. An employee scheduled to work nineteen (19) hours or less per week may choose to work a Sunday shift. The Sunday hours count towards the nineteen (19) hours for the week. An employee must, with the Director's approval, reduce their hours later in the week to ensure they do not go over 19 hours.

**SECTION 12.3 Distribution of Additional Work**

Any non-scheduled work assignments shall be distributed fairly and equitably among all bargaining unit members scheduled to work twenty (20) or more hours per week, based on seniority.

**SECTION 12.4 Compensatory Time**

Management may offer the employee compensatory time or pay for additional hours beyond their regularly scheduled hours.

- A. Compensatory time or pay for overtime work, over forty (40) hours, shall be a rate equal to time and one-half (1½) the employee's normal hourly rate.
- B. Employees who elect compensatory time off must use said compensatory time within thirty (30) days at a time mutually agreed to with the Director.

**SECTION 12.5 Program Assignments**

Employees who are responsible for a program shall be provided with one (1) hour away from their regular duties to prepare. That time shall be identified in the regular schedule prepared by the Library Director.

## **ARTICLE 13**

### **EMERGENCY CLOSINGS**

#### **SECTION 13.1**

The Franklin Public Library is open according to the published schedule. In rare situations, with the prior approval of the Town Administrator, the Library may be closed.

#### **SECTION 13.2**

Any employee who notifies the Director they will not be coming to work because of weather or other emergency conditions, or who elects to leave during their scheduled hours will use vacation or personal time.

#### **SECTION 13.3**

Once the Town Administrator approves a library closing, any staff member who has reported for work will be paid for the remainder of their scheduled hours.

#### **SECTION 13.4**

Bargaining unit members who are called and told not to report will be paid for their normally scheduled hours.

## **ARTICLE 14**

### **WAGES**

#### **SECTION 14.1**

Hourly rates of pay for employees are set forth in Appendix A of this agreement, which is attached hereto and is hereby made a part of this agreement. Appendix A will apply to all employees regardless of the number of hours scheduled per week.

#### **SECTION 14.2**

The hourly rates of pay set forth in Appendix A shall be effective on the dates specified in the appendix.

#### **SECTION 14.3**

Employees hired or promoted between July 1<sup>st</sup> and December 31<sup>st</sup> will receive their step increases effective the first full pay period of July in the next calendar year.

#### **SECTION 14.4**

Employees hired or promoted between January 1<sup>st</sup> and June 30<sup>th</sup> will receive their step increases effective the first full pay period of July in the next calendar year.

#### **SECTION 14.5**

All employees shall be paid by direct deposit. The employee shall designate to which financial institution the Town of Franklin will forward direct deposits as payment for wages earned during each pay period.

## **SECTION 14.6**

Employees shall access their payroll advice information online through employee self-service, available 24/7 and from off site as well as at work, and do not receive paper payroll advice forms.

## **SECTION 14.7**

In the event an employee applies for and is promoted to a position in a higher work grade, the employee will be paid at the step of that higher level which will result in a raise of at least four percent (4%).

## **SECTION 14.8 Temporary Work Assignments**

- A.** Where, in the judgment of the Library Director, unfairness would otherwise result, a library employee temporarily assigned to work of a higher classification for at least two (2) weeks shall be paid at the higher classification.
- B.** The salary will be determined using the formula established in Section 14.7.
- C.** The new higher salary becomes effective on the first day of such assignment. In the event that a short- term temporary assignment extends beyond two (2) weeks, the employee shall be compensated at the higher classification salary rate retroactively to their first day on such assignment.
- D.** At the completion of any temporary assignment, the employee shall return to their previous position, work schedule and hourly rate of pay.

## **SECTION 14.9 Reclassification**

The duties of any employee may be reviewed by the Library Director upon request of the employee or on the Director's own initiative. If it appears to the Director that such employee belongs in a different job classification because of changes in the nature of the employee's duties, the Director may recommend their reclassification to the Town Administrator who shall then review the facts and approve or deny the proposed reclassification. A reclassified employee shall be assigned a new anniversary date, which shall be the effective date of the reclassification as approved by the Town Administrator. Reclassified employees shall be eligible for a step increase each subsequent July following a reclassification.

# **ARTICLE 15**

## **EDUCATION**

### **SECTION 15.1 Reimbursement**

The Town will reimburse employees for all fees and tuition incurred in the attendance of seminars, college courses and conferences associated with library work, provided the employee has first obtained the permission of the Town Administrator or designated representative to attend said seminar and/or conference. Permission to attend shall be solely within the discretion of the Employer.

- A.** The reimbursements shall come from an allocation of \$3,000.00 annually made solely for Library Staff Association members. Any funds not used during the year will revert to the Town. Library employees may receive additional educational reimbursements from the Town allocation at the discretion of the Town Administrator.

**B.** Employees will provide advance notice of their intent to utilize the benefit of this article by September 1<sup>st</sup> of each contract year to the Town Administrator or their designated representative. Requests received after September 1<sup>st</sup> shall be served on a first come, first serve basis dependent upon the availability of residual funds.

#### **SECTION 15.2 Educational Incentive**

Employees who have attained a degree from an accredited institution shall receive an additional educational incentive:

<b>Educational Incentive</b>		
<b>Degree</b>	<b>Per Pay Period</b>	<b>Annually</b>
Associates Degree	\$26.93	\$700.00
Bachelors Degree	\$61.54	\$1,600.00
Master of Library Science (MLS)	\$73.08	\$1,900.00
Master of Library Information Science (MLIS)	\$73.08	\$1,900.00

**A.** Part-time employees working less than 20 hours per week will receive the prorated stipend in the first paycheck in November each calendar year. The payment will be prorated based on hours worked in the preceding fiscal year. The formula will be:

[full time annual stipend x (hours worked in the preceding year divided by 52 weeks, divided by 35 hours per week)]

**B.** If a part-time employee leaves before payment for the fiscal year has been made, they will receive the payment in their final paycheck from the Town.

### **ARTICLE 16**

#### **OVERTIME**

##### **SECTION 16.1**

Employees covered under this agreement shall be paid overtime at the rate of one and one-half (1 ½) times their regular rate of pay for work in excess of forty (40) hours in one week.

##### **SECTION 16.2**

Overtime work shall be voluntary. There shall be no discrimination against any employee who declines to work overtime. If the Town Administrator or his designee declares an emergency then employees must respond to overtime.

## **ARTICLE 17**

### **PAID HOLIDAYS**

#### **SECTION 17.1**

**A.** The following days shall be recognized as paid holidays for employees working twenty (20) hours or more per week:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day
President's Day	Veteran's Day
Patriot's Day	1/2 Day Before Thanksgiving <sup>1</sup>
Memorial Day	Thanksgiving Day
Juneteenth	1/2 Day Before Christmas <sup>1</sup>
Independence Day	Christmas Day
	1/2 Day Before New Year's Day <sup>1</sup>

<sup>1</sup> When Holiday Occurs on Monday - Saturday

**B.** The following days shall be recognized as paid holidays for employees working less than twenty (20) hours per week:

1/2 Day Before Christmas <sup>1</sup>
Christmas Day
1/2 Day Before New Year's Day <sup>1</sup>
New Year's Day

<sup>1</sup> When Holiday Occurs on Monday – Saturday

#### **SECTION 17.2**

Employees shall be paid for a holiday based upon the number of hours they are scheduled to work on a day when the holiday is observed. If a holiday is observed on a day when an employee is not scheduled to work, the employee shall be entitled to an additional day or half-day given at a mutually agreed upon time that is arranged between the employee and the Director. Holidays must be taken, and no compensation will be allowed for failure to do so.

#### **SECTION 17.3**

In order to provide employees one (1) of two (2) summer holiday weekends (Memorial Day and Labor Day), the schedule will be “flipped” each year.

#### **SECTION 17.4**

If required to work on one of the aforementioned holidays due to contingencies and/or emergencies, payment shall be made at the rate of one and one-half (1½) times the normal rate.

**ARTICLE 18**  
**PAID TIME OFF FOR PART-TIME EMPLOYEES**

**SECTION 18.1**

Part-time employees working nineteen (19) hours or less per week may take up to fourteen (14) hours of paid time off each fiscal year.

**ARTICLE 19**  
**VACATION LEAVE**  
**(EMPLOYEES HIRED PRIOR TO JULY 1, 2012)**

**SECTION 19.1**

For employees hired prior to July 1, 2012, vacation shall be earned monthly and available on the first day of the next month based on regularly scheduled hours per week and longevity.

**SECTION 19.2**

Vacation time must be used within fourteen (14) months from the date earned or it will be dropped from the accumulated total.

**SECTION 19.3**

Table for full-time thirty-five (35) hour per week employees:

Length of Service	Date of Accrual	Accrual Rate	Maximum Accrual
0-5 Years	First Full Month of Employment	5.83 Hours Per Month	81.62 Hours
5-10 Years	After 60 Months	8.75 Hours Per Month	122.5 Hours
10-20 Years	After 120 Months	11.67 Hours Per Month	163.38 Hours
20 or More Years	After 240 Months	14.58 Hours Per Month	204.12 Hours

**SECTION 19.4**

Twenty (20) to thirty-five (35) hour per week employees will accrue vacation time proportionate to their regularly scheduled hours. For example, an employee working twenty (20) hours per week will receive 3.33 hours per month.

**SECTION 19.5**

No monetary grant shall be allowed for vacations not taken and no vacation time may be taken before it is earned.

## **SECTION 19.6 Scheduling of Vacations**

- A.** Vacation leave is to be granted by seniority, subject to approval of the Library Director.
- B.** Vacation leave requests may be submitted by January 10<sup>th</sup> for the next twelve months and be approved by the Library Director. Approved vacations will be posted by January 31<sup>st</sup>.
  - 1. Seniority will prevail if more than one (1) leave request is submitted for the same time period.
  - 2. The Director shall determine the number of employees that may be on leave at any one (1) time but in no case shall the Director withhold approval unreasonably.
- C.** After the initial posting period, the Director will respond to any vacation request within two (2) days. The vacation calendar will be updated with each approval.

## **SECTION 19.7 Termination of Employment**

Upon termination of employment for any reason cash payment for accrued vacation shall be made.

# **ARTICLE 20**

## **SICK LEAVE**

(EMPLOYEES HIRED PRIOR TO JULY 1, 2012)

### **SECTION 20.1**

Sick Leave for full-time employees hired prior to July 1, 2012 will be earned at the rate of one and one-quarter (1¼) days for each month of service. For employees scheduled less than full-time but for twenty (20) hours or more per week, the sick leave will be accumulated monthly as one-fourth of the number of hours scheduled in the normal workweek.

### **SECTION 20.2**

Sick leave accruals start the first working day of the month in which employed.

### **SECTION 20.3**

An employee in continuous employment shall be credited with the unused portion of leave granted up to a maximum of one hundred and sixty (160) days. In no event will unused sick leave be compensated for monetarily other than as provided for in the provisions of this Article.

### **SECTION 20.4**

An employee who is incapacitated by reason of injury sustained in the course of and arising out of their employment by the Town may elect to receive from their accumulated sick leave the difference between their normal work week compensation and the weekly indemnity paid by Workers' Compensation, beginning the first day of incapacity.



## **SECTION 20.5**

A doctor's certificate may be required for an absence of three (3) days or longer, or may be required at any time at the discretion of the Library Director or immediate supervisor.

## **SECTION 20.6**

Injury, illness, or disability self-imposed shall not be considered a proper claim for leave under this Article unless the employee is under an approved treatment plan.

## **SECTION 20.7**

Immediate notice of absence must be given to Library Director or immediate supervisor. Failure to do so will result in loss of pay.

## **SECTION 20.8 Severance Pay**

Upon retirement, employees covered by this Agreement who have accumulated at least fifty (50) sick leave days, shall be entitled to compensation for any unused sick leave at the rate of fifty dollars (\$50.00) per day up to a maximum of five thousand dollars (\$5,000).

## **SECTION 20.9 Payment Upon Death of the Employee**

In the event an employee dies while employed by the Town, their estate shall be entitled to compensation for any unused accumulated sick leave at the rate of fifty dollars (\$50.00) per day up to a maximum of five thousand dollars (\$5,000), regardless of the length of service and not subject to the aforementioned fifty (50) day minimum accumulation.

## **SECTION 20.10**

Employees accumulating more than eighty (80) days of sick leave may trade sick days for vacation days on three (3) sick days traded for one (1) vacation day basis. No more than five (5) additional vacation days may be earned in any calendar year. Unused sick leave will not be compensated for in any other manner.

**ARTICLE 21**  
**EARNED TIME (ET)**  
**(EMPLOYEES HIRED AFTER JUNE 30, 2012)**

**SECTION 21.1**

Full-time employees, working thirty-five (35) hours per week, shall be eligible for Earned Time (ET) and accrue time in hours each month as follows:

Years of Service	Number of Days Annually (If Worked Full Year)	Number of Hours Annually (If Worked Full Year)	Monthly Accrual in Hours	Maximum Accrual in Hours (1.25 Years Accrual)
0-5 Years	19	133	11.0833	166.25
5-10 Years	23	161	13.4167	201.25
10-20 Years	28	196	16.333	245
20 or More Years	32	224	18.667	280

- A.** Earned Time (ET) may be used for vacations, sick days and personal days.
- B.** A “day” equals one-fifth (1/5) of a regular workweek.
- C.** Part time employees working twenty (20) or more hours per week earn leave in hours on a prorated basis.
- D.** All requests for ET must have the approval of the department manager and may be denied based on workload, staffing, or other management concerns.
- E.** ET must be requested in advance with the manager. Single days should be requested at least a full business day in advance. Longer periods should be requested at least a week in advance to allow planning for workload issues. A manager may deny a request for time off.
- F.** When an employee needs to take time for illness or something unexpected, they should contact their manager prior to, or within fifteen (15) minutes of the start, of the workday.
- G.** Although ET accrues from the first day of employment, the use of ET is not allowed until after 6 months of employment, unless approved by the Town Administrator.
- H.** If an employee’s hours increase and they become eligible for benefits, ET status shall be based on the member’s first date of membership in the bargaining unit.
- I.** Employee must use ET in two (2) hour increments.
- J.** An employee taking time off must use ET rather than taking time off without pay.
- K.** While employees are generally permitted to use ET for all purposes, abuse or excessive use of unscheduled ET, including an improper pattern of use, is prohibited and may be grounds for disciplinary action.
- L.** Employees are responsible for maintaining a balance of ET to cover normal and unanticipated absences. Employees with low balances of ET may be advised by their managers about the appropriate and good management of their ET.

**M.** Jury Duty, Military Reserve Duty, and Bereavement Leave are not deducted from ET accruals, but are paid as regularly scheduled hours.

**N.** Employees may hold up to one and one quarter (1.25) years' accrual at any time during the year. If they have the maximum balance of ET, they will not accrue further earned time until time has been used. Employees will earn time each month and be able to plan vacations throughout the year.

**O.** The Town will grant each new employee fifteen (15) Sick Bank days after successful completion of their probationary period.

**P.** Employees may transfer ET to their personal Sick Bank as long as the Sick Bank balance does not exceed the sixty (60) day maximum. An employee may transfer ET to Sick Bank once a year, in either May or November. One (1) hour of ET transfers as one (1) hour of sick leave.

**Q.** Upon termination of employment, an employee is entitled to receive pay for any unused ET accumulated. It will be paid at the employee's base rate.

**R.** There is no cash payment for any sick leave balance.

**S.** There is no exchange of sick leave or Sick Bank time to vacation.

**T.** Employees who are in active status will earn time. Those on Workers' Compensation or unpaid leaves over thirty (30) days, except for approved Family Medical Leave, will not earn time during those periods of time.

## **SECTION 21.2**

Employees are encouraged to consider potential needs for illness in their use of ET. Employees may access their Sick Bank deposits after they have been absent from work two (2) consecutive workdays for an illness. The department head or Town Administrator may request a doctor's certification prior to approval of Sick Bank usage.

**A.** Employees on an approved Family Medical Leave for their own personal illness may use Sick Bank balances on an intermittent basis. Care for a family member's medical care does not qualify for Sick Bank usage.

**B.** Employees on Workers' Compensation may use time from their Sick Bank to bring their regular pay to one hundred percent (100%). Worker's Compensation pays sixty percent (60%) of pay.

**C.** If an employee is out on extended illness more than five (5) consecutive workdays, and provides appropriate documentation, the initial two days from earned time will be converted to Sick Bank time.

**D.** Individual Sick Bank deposits accumulated under this plan will not be converted to cash under any circumstance.

### **SECTION 21.3**

Satisfactory medical evidence where there are concerns about abuse of ET for illness or Sick Bank time may be requested. Documentation may be required which consists of a signed statement by a licensed Physician that they have personally examined the employee and shall contain the nature of the illness or injury, unless identified by the medical provider as being of a confidential nature; a statement that the employee was unable to perform his or her duties due to the specific illness or injury on the days in question; and the prognosis for employee's return to work.

### **SECTION 21.4**

The medical provider's determination of the employee's incapacitation for duty shall be based upon the provider's assessment of the employee's health condition for the period of sick leave utilized, and by reviewing the employee's specific job duties and responsibilities as outlined in the position description.

## **ARTICLE 22**

### **FAMILY MEDICAL LEAVE ACT**

#### **SECTION 22.1**

The Town will continue the employee's health benefits coverage during an approved Family Medical Leave Act (FMLA) period. To be eligible for FMLA, the employee must have worked nine hundred (900) or more hours in the past fifty-two (52) week period. The employee will continue to accrue holiday, vacation and sick leave credits during the FMLA leave. At the end of the FMLA period, or when an employee exhausts all accrued leave, whichever is later, there will be no further accrual of sick or vacation, or payment for holidays. Seniority, however, will accrue during the term of the leave.

#### **SECTION 22.2**

An employee taking such leave is entitled to be restored to the position held by the employee when the leave commenced, as long as the position is budgeted, and will be entitled to any other benefits the employee would have accrued had they not taken family leave.

#### **SECTION 22.3**

The Town may designate extended leave as leave under the Family Medical Leave Act, when appropriate.

#### **SECTION 22.4**

The Town of Franklin will comply with Massachusetts laws and regulations regarding Parental Leave after the birth or adoption of a child.

## **ARTICLE 23**

### **BEREAVEMENT LEAVE**

#### **SECTION 23.1**

Employees are granted time off for the death and/or memorial services for a member of the immediate family or household. Bereavement leave includes the day on which the death occurs and up to three (3) workdays which follow.

#### **SECTION 23.2**

“Immediate family” includes the parent, parent-in-law, sibling, spouse, grandparent, grandchild, son or daughter of an employee. A “member of the household” includes anyone who resides with the same family unit as the employee and who is regarded, generally speaking, as a member of the family.

#### **SECTION 23.3**

Cases involving travel, funerals at later dates or other special circumstances should be referred to the Town Administrator. Permission shall not be unreasonably withheld.

#### **SECTION 23.4**

For death of relatives other than the immediate family, an absence of up to one (1) full day may be allowed to attend funeral or memorial service.

## **ARTICLE 24**

### **OTHER LEAVES**

#### **SECTION 24.1**

Employees covered by this Agreement hired prior to July 1, 2012, shall be entitled to two (2) personal days per fiscal year, provided that the Library Director be given twenty-four (24) hours’ notice. Personal time may be used for religious observances.

#### **SECTION 24.2**

Employees who take one or less sick days during any six (6) consecutive month period shall be credited with one (1) additional personal day that must be used within three (3) months of it being earned. In the event this day is not taken within the specified period mentioned above, it will be forfeited. Employees shall certify their claim to such a personal day with the Library Director within thirty (30) days of him/her qualifying for it.

### **SECTION 24.3**

Except as otherwise provided, all leaves of absence shall be without compensation and shall be subject to the approval of the Library Director; and in the instance of any such leave exceeding two (2) weeks, subject to the approval of the Town Administrator.

### **SECTION 24.4**

Employees who work less than twenty (20) hours per week will have the opportunity to make up any lost work hours, after reaching mutual agreement with the Library Director.

## **ARTICLE 25** NAME TAGS

### **SECTION 25.1**

Employees will wear name tags with their first name and title.

## **ARTICLE 26** HEALTH AND LIFE INSURANCE

### **SECTION 26.1**

Discussions about health insurance shall be in accordance with Massachusetts General Law.

## **ARTICLE 27** TOWN OF FRANKLIN POLICIES AND PROCEDURES

### **SECTION 27.1**

Library employees acknowledge and, to the extent they do not conflict with the collective bargaining agreement, adopt the General Policies section of the “Town of Franklin Policies and Procedures” which will be distributed in Fall 2019.

### **SECTION 27.2**

If future changes are made to the “Town of Franklin Policies and Procedures”, the Town will notify the Union of the proposed changes and provide them with an opportunity to bargain.

**ARTICLE 28**  
VOLUNTEER WORK

**SECTION 28.1**

Under no circumstances will bargaining unit members' hours be replaced by volunteer help without agreement of the Union.

**ARTICLE 29**  
ANNUAL EVALUATION

**SECTION 29.1**

The Employer shall evaluate each member of the bargaining unit in writing on an annual basis. If a bargaining unit member disagrees with the content of the evaluation, the bargaining unit member shall have a right to present in writing contrary evidence to the Town Administrator. If the Town Administrator determines that the evaluation needs to be modified, they may make such remedial changes.

**ARTICLE 30**  
SEVERABILITY

**SECTION 30.1**

Should any provisions of this Agreement be found to be in violation of any federal or state law or by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. If proper notice is given by either party as to the desirability of amending, modifying or changing such benefit, privilege or working condition, it shall be subject to negotiation between the parties.

**ARTICLE 31**  
DURATION

**SECTION 31.1**

This Agreement shall be in full force and effect from July 1, 2022, through June 30, 2025.

**SECTION 31.2**

If negotiations for a new Agreement are not concluded by June 30, 2025, this Agreement shall continue in full force and effect until a new Agreement is executed.

IN WITNESS WHERE, the parties hereunto set their hands and seals this 20<sup>th</sup> day of July 2022.

**TOWN OF FRANKLIN**

**FRANKLIN PUBLIC LIBRARY STAFF ASSOCIATION**  
Massachusetts Library Staff Association (MLSA)  
Local 4928  
American Federation of Teachers (AFT)  
AFT Massachusetts (AFL-CIO)

*Jamie Hellen*  
Jamie Hellen (Jul 21, 2022 15:21 EDT)

*Kara Naff*  
Kara Naff (Jul 18, 2022 12:33 EDT)

*Vicki Buchanan*  
Vicki Buchanan (Jul 18, 2022 13:12 EDT)



**APPENDIX A**  
**SALARY SCHEDULE**

Effective	SALARY SCHEDULE (FY2023)				
7/3/2022	Revised Hourly Rates				
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
L1	\$24.16	\$24.64	\$25.14	\$25.64	\$26.15
L2	\$31.59	\$32.22	\$32.87	\$33.52	\$34.19
L3	\$33.07	\$33.73	\$34.41	\$35.09	\$35.80
L1	Library Assistant				
L2	Assistant Youth Services Librarian				
	Programming and Community Outreach Librarian				
L3	Supervisor of Reference and Public Services				
	Youth Services Librarian				
Effective	SALARY SCHEDULE (FY2024)				
7/2/2023	COLA 2.50%				
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
L1	\$24.76	\$25.26	\$25.77	\$26.28	\$26.80
L2	\$32.38	\$33.03	\$33.69	\$34.36	\$35.04
L3	\$33.90	\$34.57	\$35.27	\$35.97	\$36.70
L1	Library Assistant				
L2	Assistant Youth Services Librarian				
	Programming and Community Outreach Librarian				
L3	Supervisor of Reference and Public Services				
	Youth Services Librarian				
Effective	SALARY SCHEDULE (FY2025)				
7/14/2024	COLA 2.50%				
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
L1	\$25.38	\$25.89	\$26.41	\$26.94	\$27.47
L2	\$33.19	\$33.85	\$34.53	\$35.22	\$35.92
L3	\$34.74	\$35.44	\$36.15	\$36.87	\$37.61
L1	Library Assistant				
L2	Assistant Youth Services Librarian				
	Programming and Community Outreach Librarian				
L3	Supervisor of Reference and Public Services				
	Youth Services Librarian				

**Note:** Revised Hourly Rates for FY2023 are effective and retroactive to 7/3/2022. Retroactive wages shall be paid to eligible members of the bargaining unit immediately upon ratification of the 2022-2025 collective bargaining agreement.

Collective Bargaining Agreement  
Franklin Public Library Staff Association (MLSA)  
July 1, 2022 – June 30, 2025

**APPENDIX B**  
**SENIORITY LIST**

CHARTER MEMBERS		
	NAME	DATE OF HIRE
1	Vicki Buchanio Earls	1/19/1984
2	Rachel Dolaher	6/12/1989
3	Denise Coughlin	9/5/1989
NON-CHARTER MEMBERS		
4	Kara Naff	4/23/2012
5	Lauren Towle	11/5/2012
6	Caleigh Keating	12/12/2016
7	Mary Padden	11/5/2017
8	Brianne Comeau	8/21/2018
9	Caroline Vericker	9/11/2018
10	Mitzi Gousie	9/17/2018
11	Cindy Cornwall	3/20/2019