

TENTATIVE AGREEMENT PROPOSED FOR RATIFICATION
BETWEEN THE
TOWN OF STOUGHTON
AND THE
STOUGHTON LIBRARY STAFF ASSOCIATION
LOCAL 4928 (MLSA), AMERICAN FEDERATION OF TEACHERS (AFT),
AFT MASSACHUSETTS (AFL-CIO)

This **MEMORANDUM OF AGREEMENT** is entered into by and between the Stoughton Library Staff Association, Local 4928 (MLSA), American Federation of Teachers (AFT), AFT Massachusetts (AFL-CIO) (hereinafter the "Union") and the Town of Stoughton Board of Selectmen (hereinafter, the "Town").

WHEREAS, the Town and the Union entered into a collective bargaining agreement for the period July 1, 2019 through and including June 30, 2022; and

WHEREAS, the duly-authorized representatives of the Town and the duly authorized representatives of the Union have met, pursuant to Massachusetts General Laws, Chapter 150E, to negotiate a successor agreement; and

WHEREAS, said representatives of the Town and the Union have, subject to ratification by the membership of the Union and the Town, agreed to a successor agreement for the period of July 1, 2022, through and including June 30, 2025;

NOW, THEREFORE, in consideration of mutual promises and covenants, the parties hereto agree as follows:

1. The Collective Bargaining Agreement in effect for the period July 1, 2019 through and including June 30, 2022, shall be in full force and effect for the period July 1, 2022 through and including June 30, 2025, except as modified by this **MEMORANDUM OF AGREEMENT**.

2. **ARTICLE 1 – RECOGNITION**

AMEND PARAGRAPH 1.0 TO ADD "***Circulation Department Liaison***" TO THE LIST OF POSITIONS.

3. **ARTICLE 2 – UNION DUES**

AMEND PARAGRAPH 2.0 TO READ AS FOLLOWS:

2.0 The Union dues of employees covered by this Agreement will be deducted each week by the Employer from the wages of each employee covered by this Agreement who has signed an authorization form, ***attached hereto as Appendix B***, for the deduction of dues and presents it to the Treasurer of the Town in accordance with the provisions of Section 17A of Chapter 180 of the General Laws, as amended.

4. **ARTICLE 6 – HOURS OF WORK**

AMEND THE CHART IN PARAGRAPH 6.0 TO READ AS FOLLOWS:

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PARAPROFESSIONAL EMPLOYEES	
Circulation Department Liaison	35 Hours ¹
Library Assistant	35 Hours
Outreach Coordinator	35 Hours ¹
PROFESSIONAL EMPLOYEES	
Librarian	35 Hours
Literacy Coordinator	35 Hours
PART-TIME EMPLOYEES	At the discretion of Library Director
¹ Effective 7/1/2024	

5. ARTICLE 7 – OVERTIME

AMEND CURRENT PARAGRAPH 7.2 TO READ AS FOLLOWS:

7.2 Library Closures.

A. Library Closures - Weather. *On a day when Town Hall is closed, has a delayed opening, or an early release due to weather conditions **affecting the Town generally** the Library shall also be closed, have a delayed opening, or early release. Employees shall check the Town of Stoughton Hotline (781-232-9248) to determine if the Library and/or Town Hall will be closed for inclement weather.*

B. Library Closures - Health/Safety Reasons. *If the temperature in the Library shall fall below 60 degrees Fahrenheit or rise to over 87 degrees Fahrenheit for more than one hour, or if a physical condition exists which the Library Director or his/her designee determines may jeopardize the health and/or safety of Library employees, patrons, or the general public then the Library Director may close the Library. On a day when the Library Director is not working and said condition exists, staff will attempt to notify the Library Director. If staff are unable to contact the Library Director, staff will then attempt to notify the Town Manager who may close the Library. If staff are unable to contact the Library Director or the Town Manager, then the Library shall be closed, or remain closed.*

C. *If the Library is closed **under the provisions of this article** for all or part of a day because of an emergency, Act of God or by determination of the Library Director or, in her absence, the Town Manager or his/her designee, employees who would have normally been scheduled to work shall **not be required to work from home, and shall** be compensated in full, without having to **return to work or** be rescheduled. ***In addition, employees normally scheduled to work, who have taken a Personal Day, a day of Sick Leave, or a day of Vacation Leave on the date of closure, shall not have the Personal Day, Sick Leave, or Vacation Leave deducted from their current personal leave balances.****

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D. ***Working From Home.*** *It is agreed and understood that all members of the bargaining unit will normally perform their duties in person at the public library. If the public library is closed due to unforeseen circumstances and for an extended period, then the Town may require members of the bargaining unit to temporarily perform their duties from home. While working from home normal work hours/schedules will apply. The Town agrees to provide employees with the appropriate and necessary technology to work from home.*

6. **ARTICLE 8 – WAGES**

A. **AMEND PARAGRAPH 8.0 TO READ AS FOLLOWS:**

8.0 Effective July 1, ~~2019~~ **2022**, The Town and the Union agree that the job classifications, ***grades***, and wages scales shall be administered consistent with the job grades set forth below and the wage grid that is set forth ***the Salary Schedule*** in Appendix A ***attached*** hereto.

OUTREACH COORDINATOR	Grade 1
LIBRARY ASSISTANT	Grade 1
LITERACY COORDINATOR	Grade 2
LIBRARIAN	Grade 3

A. ***Effective July 1, 2022, a newly hired employee will normally be placed on the Salary Schedule in Appendix A at Step 1, however an employee with verifiable experience in a Massachusetts Public Library may be placed on the Salary Schedule at a Step higher than Step 1 and up to Step 3, based on his/her prior experience. After an employee's initial placement on the Salary Schedule progression through the Steps shall be based upon years of service in the bargaining unit, one (1) Step for each year of service up to Step 5. An employee will then advance to Step 6, Step 7, Step 8, Step 9, and Step 10 upon completion of the required number of years of service in the bargaining unit:***

STEP ADVANCEMENT:
STEP 6 Upon Completion of 5 Years of Service
STEP 7 Upon Completion of 10 Years of Service
STEP 8 Upon Completion of 15 Years of Service
STEP 9 Upon Completion of 20 Years of Service
STEP 10 Upon Completion of 25 Years of Service

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- B. Effective July 1, 2022 current members of the bargaining unit will be placed on the Salary Schedule in Appendix A according to the Migration Schedule below and will advance one (1) Step for each additional year of service up to Step 5, and then continue to advance to Step 6, Step 7, Step 8, Step 9, and Step 10 one (1) Step for each additional year of service until they reach the Step commensurate with their years of service.***

MIGRATION SCHEDULE - 7/1/2022							
LASTNAME	FIRSTNAME	TITLE	LOCATION	GRADE	DOH	YOS	STEP
ROMEIRO	TERESA	LIBRARY ASSISTANT	LIBRARY	Grade 1	03/06/2000	22.0	OG
IACOBUCCI	CHRISTINE	OUTREACH SERVICE COORDINATOR	LIBRARY	Grade 1	02/04/2013	9.0	5
MENESES	MELISSA	LIBRARY ASSISTANT	LIBRARY	Grade 1	6/18/2014	8.0	4
REIS	MAGGIE	LIBRARY ASSISTANT	LIBRARY	Grade 1	01/14/2019	3.0	2
FURTADO	JOANNA	LIBRARY ASSISTANT	LIBRARY	Grade 1	08/16/2021	1.0	2
FREITAS	MELISSA	LIBRARY ASSISTANT	LIBRARY	Grade 1	12/08/2022	0.0	1
SEWCYK	MARGARET	PRESCHOOL LIBRARY COORDINATOR	LIBRARY	Grade 2	10/04/1971	51.0	OG
GEKOW	SMADAR	LITERACY COORDINATOR	LIBRARY	Grade 2	07/01/2015	7.0	4
OLSHIN	JOSHUA	LIBRARIAN	LIBRARY	Grade 3	07/16/2007	15.0	OG
DEAN	AMY	LIBRARIAN	LIBRARY	Grade 3	02/18/2014	8.0	6
BERGHMAN	LAUREN	LIBRARIAN	LIBRARY	Grade 3	11/05/2018	4.0	2
BESHERS	STACEY	LIBRARIAN	LIBRARY	Grade 3	10/15/2019	3.0	1

- C. Effective July 1, 2022 senior employees designated as "OG" above shall be considered grandfathered as "off-grid" for the purposes of Step advancement on the Salary Schedule in Appendix A and shall be paid at the OG Rate for his/her Grade as specified in Appendix A, and for all hours worked or any portion thereof.***

B. AMEND PARAGRAPH 8.1 TO READ AS FOLLOWS:

8.1 Advancement through the steps shall occur at the intervals set forth in Appendix A. For the employees listed in Appendix A, it is understood and agreed that step advancements do not necessarily correspond to years of service and that the progression through the steps shall be based on the number of years that the identified employee has been paid at the particular step. For employees hired on or after July 1, 2019, progression through the steps shall be based upon years of service in the bargaining unit. To the extent an employee is eligible to receive **an** step increase in any given year, said increase shall be effective the first payroll period occurring on or after July 1st.

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7. ARTICLE 9 – LONGEVITY

AMEND THE ARTICLE TO READ AS FOLLOWS:

ARTICLE 9
LONGEVITY

9.0 On or about the first payroll period in December of each year full-time employees shall receive longevity payments in accordance with the following schedule. Effective July 1, ~~2018~~ **2023**, increase longevity to the following:

Continuous Length of Service on December 1 st	AMOUNT
AFTER 5 YEARS	\$650.00
AFTER 10 YEARS	\$1,000.00
AFTER 15 YEARS	\$1,300.00
AFTER 20 YEARS	\$1,600.00
AFTER 25 YEARS	\$2,150.00

9.1 Computation of longevity is based on continuous employment for the Town of Stoughton. Twelve (12) months employment in the current year makes an employee eligible for a full-year longevity payment. Any amount less than twelve (12) months upon termination of employment shall be payable on a pro-rata basis.

9.2 Permanent part-time employees who work a minimum of twenty (20) hours per week shall be entitled to longevity payments of fifty percent (50%) of the full-time employee schedule in Section 9.0.

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8. ARTICLE 11 – VACATIONS

A. AMEND THE ELIGIBILITY CHART IN PARAGRAPH 11.2A TO READ AS FOLLOWS:

AFTER COMPLETING		VACATION HOURS EARNED
12 Months	1 Year	70 Hours
24 Months	2 Years	84 Hours
36 Months	3 Years	91 Hours
48 Months	4 Years	98 Hours
60 Months	5 Years	105 Hours
72 Months	6 Years	112 Hours
84 Months	7 Years	119 Hours
96 Months	8 Years	126 Hours
108 Months	9 Years	133 Hours
120 Months	10 Years	140 Hours
300 Months	25 Years	175 Hours

B. AMEND PARAGRAPH 11.2E TO READ AS FOLLOWS:

The Town Manager at his/her discretion may credit a newly hired or current employee for time in *full-time* service to another community or the Commonwealth up to a maximum credit of nine (9) years.

9. ARTICLE 12 – HOLIDAYS

AMEND PARAGRAPH 12.0 TO ADD "**Juneteenth**" TO THE LIST OF PAID HOLIDAYS.

10. ARTICLE 14 – SICK LEAVE

AMEND PARAGRAPH(S) 14.7A AND 14.7B TO CHANGE "two hundred" TO READ "**two hundred (200)**".

11. ARTICLE 17 – BEREAVEMENT LEAVE

A. AMEND PARAGRAPH 17.0 TO READ:

17.0 In the event of a death occurring in the immediate family of a permanent employee or of the employee's spouse, the employee shall be granted a maximum of five (5) consecutive ~~calendar~~ **workdays** (35 hours) off without loss of pay. For purposes of this Article, "immediate family" means *spouse*, parent, **brother, sister**, child, ~~spouse or sibling~~, **step-child**, grandchild, **grandparent, mother-in-law, father-in-law**, daughter-in-law, son-in-law, or a relative residing in the same household.

B. AMEND PARAGRAPH 17.1 TO READ:

17.1 In the event of the death of a ~~grandparent~~, brother-in-law or sister-in-law, the employee shall be granted up to three (3) consecutive calendar days (21 hours) without loss of pay. In the event of **the death of an** ~~aunt/uncle or niece/nephew~~ **aunt, uncle, niece, or nephew** the employee shall be granted one (1) calendar day (7 hours) off without loss of pay.

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12. ARTICLE 22 – HEALTH AND LIFE INSURANCE

AMEND ARTICLE TO READ AS FOLLOWS:

ARTICLE 22
HEALTH AND LIFE INSURANCE

22.0 *Health Insurance premiums are split between the Town and employees with the Town paying seventy percent (70%) and employees paying thirty percent (30%). The Town agrees that employee costs for Health Insurance premiums will be pre-tax deductions equalized throughout the year based upon twenty-six (26) payroll periods. Health insurance premiums shall be deducted one (1) month in advance, e.g., health insurance premiums for the month of March will be deducted from an employee's wages in February, and any increases effective July 1st will be deducted from an employee's paycheck during the month of June.* ~~The Town agrees to provide master medical coverage for employees who are in the hospitalization insurance group and life and accident insurance with the Town paying fifty percent (50%) of the premium.~~

22.1 *The Town and the Union are parties to a Memorandum of Agreement, February 27, 2023, which provides health insurance benefits to eligible members of the bargaining unit in accordance with MGL c. 32B effective July 1, 2023 through June 30, 2024. Any changes to Health Insurance benefits effective July 1, 2024 shall be subject to further negotiation by the parties pursuant to MGL c. 150E and MGL c. 32B.* ~~The Town agrees that employee costs for health care premiums will be pre-tax deductions on Stoughton Public Library Employees' paychecks, which will be implemented by the Town as soon as possible.~~

22.2 The Town agrees to meet and discuss with the Union the feasibility of offering employees a group eye care plan. The cost of any such plan shall be borne exclusively by the employees.

22.3 The Union agrees that upon reasonable notice from the Town, it will meet at reasonable times and reasonable intervals for the purpose of participating in negotiations with the Town, and, at the Town's option, with bargaining representatives of other Town Employees, concerning changes to the Town's health and hospitalization plan. Negotiations will include without limitation, changes in plan design, employee contribution rates, co-pays and deductibles, and the cost of prescription drugs.

13. ARTICLE 24 – OFFICE CONDITIONS

- A.** AMEND TITLE OF ARTICLE TO READ: ***LIBRARY CLOSURES/WORKING FROM HOME***
- B.** DELETE EXISTING PARAGRAPH 24.0 AND REPLACE IT WITH A NEW PARAGRAPH 24.0 "LIBRARY CLOSURES."
- C.** MOVE PARAGRAPH(S) 7.2 A, 7.2 B, AND 7.2 C ABOVE TO PARAGRAPH 24.0 AS PARAGRAPH(S) 24.0 A, 24.0 B, AND 24.0 C.
- D.** MOVE PARAGRAPH 7.2 D ABOVE TO NEW PARAGRAPH 24.1 "WORKING FROM HOME".
- E.** RE-NUMBER PARAGRAPH(S) "7.3" TO "7.4" TO READ "7.2" TO "7.3".

14. ARTICLE 26 – MISCELLANEOUS

- A.** AMEND PARAGRAPH 26.7 TO READ AS FOLLOWS:

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26.7 ***Probationary Period/Just Cause.*** Employees will serve a six (6) month probationary period after being hired. ***No employee who has completed his/her probationary period will be disciplined or discharged without just cause.*** Employees who are serving their probationary period do not have access to the grievance procedure if they have been terminated for job performance reasons.

B. **AMEND PARAGRAPH 26.8 TO READ AS FOLLOWS:**

26.8 **OPENING, CLOSING AND CLEANING OF THE LIBRARY.** ***Effective July 1, 2023*** the parties agree that it shall ~~not~~ be the responsibility of ~~any~~ bargaining unit members to ~~secure~~ ***open*** and close the library. The Town will ensure that ~~all custodian is present~~ ***members of the bargaining unit are trained and proficient in how to*** open/close the Library ***and activate/deactivate the Library alarm system.*** ***Should a safety issue exist when members of the bargaining unit are preparing to open/close the library the members shall not be required to open/close the library until the safety issue has been resolved, however staff shall not leave the library unsecured. Members of the bargaining unit shall not be required to perform cleaning, custodial, or maintenance duties.***

15. **ARTICLE 27 – TOOLS, MATERIALS, AND EQUIPMENT**

A. **AMEND TITLE OF ARTICLE TO READ: TOOLS, MATERIALS, EQUIPMENT, AND SAFETY**

B. **AMEND ARTICLE TO ADD A NEW PARAGRAPH 27.1 TO READ:**

27.1 SAFETY COMMITTEE. The parties shall develop and maintain a Safety Committee to address issues of employee and patron safety. The Safety Committee shall consist of the Union Chapter Chairperson, the Library Director, the Town Manager or his/her designee, and one (1) representative from the bargaining unit appointed by the Union Chapter Chairperson. Bargaining unit members will submit safety related issues to the Safety Committee through the Union Chapter Chairperson. Said Safety Committee may meet up to four (4) times per school year, or as requested by the Union Chapter Chairperson or the Library Director.

16. **APPENDIX A – SALARY SCHEDULE**

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APPENDIX A

SALARY SCHEDULE

SALARY SCHEDULE (FY2023) - 7/1/2022										
RETROACTIVE										
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Grade 1	\$21.54	\$21.86	\$22.19	\$22.52	\$22.86	\$23.20	\$24.07	\$24.98	\$25.91	\$26.88
Grade 2	\$25.92	\$26.31	\$26.71	\$27.11	\$27.51	\$27.93	\$28.97	\$30.06	\$31.19	\$32.36
Grade 3	\$31.00	\$31.46	\$31.94	\$32.41	\$32.90	\$33.39	\$34.65	\$35.95	\$37.29	\$38.69
Grade	STEP ADVANCEMENT:									
1	Library Assistant									
1	Outreach Coordinator									
2	Literacy Coordinator									
2	Preschool Library Coordinator									
3	Librarian									
SALARY SCHEDULE (FY2024) - 7/1/2023										
COLA 2.0% (RETROACTIVE)										
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Grade 1	\$21.97	\$22.30	\$22.63	\$22.97	\$23.32	\$23.67	\$24.55	\$25.48	\$26.43	\$27.42
Grade 2	\$26.44	\$26.84	\$27.24	\$27.65	\$28.06	\$28.49	\$29.55	\$30.66	\$31.81	\$33.00
Grade 3	\$31.62	\$32.09	\$32.57	\$33.06	\$33.56	\$34.06	\$35.34	\$36.66	\$38.04	\$39.47
Grade	STEP ADVANCEMENT:									
1	Library Assistant									
1	Outreach Coordinator									
2	Literacy Coordinator									
2	Preschool Library Coordinator									
3	Librarian									
SALARY SCHEDULE (FY2025) - 7/1/2024										
COLA 2.0%										
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Grade 1	\$22.41	\$22.74	\$23.09	\$23.43	\$23.78	\$24.14	\$25.05	\$25.98	\$26.96	\$27.97
Grade 2	\$26.97	\$27.37	\$27.79	\$28.20	\$28.63	\$29.05	\$30.14	\$31.27	\$32.45	\$33.66
Grade 3	\$32.25	\$32.73	\$33.23	\$33.72	\$34.23	\$34.74	\$36.05	\$37.40	\$38.80	\$40.25
Grade	STEP ADVANCEMENT:									
1	Library Assistant									
1	Outreach Coordinator									
2	Circulation Department Liaison									
2	Literacy Coordinator									
2	Preschool Library Coordinator									
3	Librarian									

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APPENDIX A
SALARY SCHEDULE

- A. **EFFECTIVE AND RETROACTIVE TO JULY 1, 2022:** Delete the current Appendix A and replace it with new Appendix A – Salary Schedule above. All current members of the bargaining unit will migrate to the new Salary Schedule in Appendix A in accordance with Paragraph 8.0 B and 8.0 C above.
- B. **EFFECTIVE AND RETROACTIVE TO JULY 1, 2023:** Increase wages across all classifications on the Salary Schedule by two percent (2.0%).
- C. **EFFECTIVE JULY 1, 2024:** Increase wages across all classifications on the Salary Schedule by two percent (2.0%).

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17. APPENDIX B – MEMBERSHIP APPLICATION AND AUTHORIZATION FOR DUES DEDUCTION

AMEND AGREEMENT TO ADD A NEW APPENDIX B – MEMBERSHIP APPLICATION AND AUTHORIZATION FOR DUES DEDUCTION TO READ AS FOLLOWS:

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APPENDIX B
MEMBERSHIP APPLICATION
MASSACHUSETTS LIBRARY STAFF ASSOCIATION
LOCAL 4928



(PLEASE PRINT)

FIRST NAME: _____ LAST NAME: _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP CODE: _____
CELL PHONE: _____
PERSONAL (NON-WORK) E-MAIL: _____
LIBRARY: _____
EMPLOYMENT STATUS: (CHECK ONE) ☐ FULL TIME ☐ PART TIME (LESS THAN 20 HOURS/WEEK)

MEMBERSHIP APPLICATION AND AUTHORIZATION FOR DUES DEDUCTION

- ☐ I hereby request and accept membership in Massachusetts Library Staff Association (MLSA), Local 4928 and I agree to abide by its Constitution and Bylaws. I authorize the union and its successor or assignee to act as my exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment with my employer.
- ☐ Effective immediately, I hereby authorize and direct my Employer to deduct from my pay each pay period and transmit to Massachusetts Library Staff Association (MLSA), Local 4928 membership dues in the amount established or revised by Massachusetts Library Staff Association (MLSA), Local 4928 in accordance with the Massachusetts Library Staff Association (MLSA), Local 4928 Constitution and By-Laws. There shall be no change in the amount of dues deducted without 60 days prior notice to me by Massachusetts Library Staff Association (MLSA), Local 4928. If for any reason my Employer fails to make a deduction, I authorize the Employer to make such deduction in the subsequent payroll period.

I recognize that my authorization of dues deduction, and continuation of such authorization from one year to the next, is voluntary and not a condition of my employment.

In order to comply with the Internal Revenue Service ruling, be advised that your membership dues are not deductible for federal income tax purposes. However, they may be deductible as ordinary and necessary business expenses.

SIGNATURE: _____ DATE: _____

PAYROLL/TREASURER USE ONLY

☐ FULL DUES RATE ☐ HALF DUES RATE ☐ QUARTER DUES RATE ☐ EIGHTH DUES RATE

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18. POSITION UPGRADES - EFFECTIVE JULY 1, 2024:

- A. Effective July 1, 2024 the hours of work for the Outreach Coordinator position shall be increased from twenty (20) hours per week to thirty-five (35) hours per week.
- B. Effective July 1, 2024 the Town will post and fill a vacancy for the new Circulation Department Liaison position, Grade 2, thirty-five (35) hours per week. The agreed upon job description for this position is attached to this memorandum of agreement.

19. HOUSEKEEPING.

The Town accepts the maintenance (non-substantive) changes proposed in the Union's housekeeping document dated August 10, 2022.

This Memorandum of Agreement is subject to ratification by the Town and the Union. The Parties agree to use their best efforts to obtain ratification by their respective bodies.

Signed in duplicate this 25th day of July, 2023.

TOWN OF STOUGHTON

STOUGHTON LIBRARY STAFF ASSOCIATION, LOCAL 4928,
MLSA, AMERICAN FEDERATION OF TEACHERS (AFT),
AFT MASSACHUSETTS (AFL-CIO)

Debra C Robert

James M. Brown

Scott D. Damiano

Amy Neer

James F. Gatto

Amador Her

John M. M. Mif
John M. M. Mif

Katherine Feodoroff
Katherine Feodoroff (Jul 19, 2023 08:55 EDT)

Walter Armstrong
Walter Armstrong (Jul 19, 2023 08:59 EDT)

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