

**Memorandum of Agreement Between
BPL-PSA
And
Boston Public Library/City of Boston**

WHEREAS Boston Public Library/City of Boston (Employer) and Boston Public Library Professional Staff Association, AFL-CIO (Union) representing members of Bargaining Unit at the Boston Public Library System;

WHEREAS, the Collective Bargaining Agreements (CBA) expired on September 30th, 2020;

WHEREAS, The Collective Bargaining Agreement between the Employer and the Union that expired on September 30th, 2020 shall be continued through September 30th, 2023 with the modifications set forth below. All changes are intended to take effect as of the date of ratification by both parties, unless otherwise noted.

1. Article XXII Section 1: *Bargaining Unit Member will receive the following salary increases of:*

- a. Effective First Pay Period of October 2020: 2%
- b. Effective First Pay Period of October 2021: 1.5%
- c. Effective First Pay Period of October 2022: 2%
- d. This shall be retroactive for all current employees and those who retired during this time period.

2. Article XXII Section 1A *Replace with the following language:*

All those bargaining unit members on payroll at time of ratification shall receive a one time bonus of \$1,000 minus standard deductions in recognition of their service during the pandemic. This bonus accrued as of June 30, 2022.

3. Article XIX, Section 7: *Replace with following language;*

Effective for calendar year 2022, all full time benefits eligible and part time benefits eligible employees covered by this agreement are entitled to a pre-tax subsidy of 65% on monthly MBTA passes-up to a pre-tax value of \$232,-and a Bluebikes Membership at no cost to the employee. Additionally, full time benefits eligible employees are eligible for up to \$200 in bike maintenance and repair services redeemable exclusively at City-run bike maintenance and repair events. Forms to access these benefits will be available on the Beacon Portal. The parties agree that the City has the unilateral right to amend, alter and revise the monthly pre-tax MBTA pass and bike benefits administered through the City's Access Boston system.

To be eligible for the 65% pre-tax subsidy on the monthly MBTA pass described above, employees must receive their monthly pass through the City of Boston's payroll deduction program. Any pass obtained through this program shall not be transferable.

4. Article XVI, Section 2 *Expand bereavement leave to all BPL PSA staff regardless of employment or probationary status by adjusting the language as follows.* (A) In the event of the death of a spouse, domestic partner (as defined in City of Boston Ordinance 12-9A), father, father-in-law, mother, mother-in-law, a person who stood in loco parentis to the employee, brother, brother-in-law, sister, sister-in-law, child, grandparent, grandchild, step family member, or member of the employee's immediate household (for a period of six (6) months or more), ~~an employee with six (6) or more months of continuous active service and who is~~ **all bargaining unit members** in active service at the time of such death shall be entitled to receive, upon notification to his/her immediate supervisor or department head, up to five (5) working days' leave without loss of pay or the accrual of seniority, for the purpose of attending funeral services or arranging for burial. In the event of the death of aunt, uncle, niece or nephew, of any bargaining unit employee, the employee shall be entitled to receive three (3) working day's leave without loss of pay for the purpose of attending funeral services or arranging for burial. It is understood that these days must be days upon which the employee is regularly scheduled to work. Leave without loss of pay under this paragraph shall not be deducted from sick leave or vacation leave. An employee not entitled to leave without loss of pay under this Section may be granted leave for such purposes at the discretion of the Division Head or delegate.

5. Article XVI, Section 4: *Add new section to allow for 1 day of leave for cancer screenings.*

All bargaining unit members shall have access to 1 work day of leave for cancer screening concurrent with leave permitted by the City's Cancer Screening Policy. This leave will not be charged to any accrued leave. Leave may be used in half day increments. The screenings covered are: Breast, Colon, Skin, Thyroid, Oral Cavity, Lymph Nodes, Reproductive Organs and Lungs.

6. Article VII Sections 2-5: *Revise to be as follows.*

Step #1. Within ten (10) working days of the occurrence or failure of occurrence, whichever may be the case, the Association representative, with or without the aggrieved employee, shall present the grievance orally and in writing to the employee's immediate supervisor outside of the bargaining unit, or in the case of a promotional bypass, to the hiring manager for the position, who shall attempt to adjust the grievance informally and shall have the authority to do so on a non-precedent setting basis, but shall in any event answer the grievance in writing within ten (10) working days.

Step #2. If the grievance is not settled at Step #1, it shall be presented in writing to the Appointing Authority or his/her delegate in the Department in which the aggrieved employee serves within twenty (20) working days after receipt of the answer at Step I or it shall be deemed waived.

There shall be a meeting to attempt to resolve or narrow the dispute. Such meeting will occur no later than ten (10) working days from the presentation of the grievance at Step # 2.

Step #3. If the grievance is not resolved at Step #2 within six (6) working days following

the meeting at Step # 2, the grievance may be submitted to the City's Office of Labor Relations which shall schedule a hearing within ten (10) working days after it receives the grievance. If the grievance is not presented at Step #3 within thirty (30) working days after receipt of the answer at Step #2, it shall be deemed waived.

Conducting the hearing shall be one or more of the staff of the Office of Labor Relations. In addition, the City's committee to hear grievances may include such other persons as the Office of Labor Relations may from time to time designate.

Step #4. If the grievance is not resolved at Step #3 within fifteen (15) working days following the hearing, the Association, and only the Association, may submit the grievance to arbitration. If the grievance is not submitted to arbitration within thirty (30) working days after receipt of the Step #3 response, it shall be deemed waived. "Submission to arbitration" means a letter to the American Arbitration Association, postage prepaid, postmarked within the 30-working-day period, with a copy to the Office of Labor Relations.

The arbitrator shall be selected by the mutual agreement of the parties. If the parties fail to agree on a selection in the first instance, the American Arbitration Association shall be requested to provide a panel of arbitrators from which a selection shall be made. Expenses for the arbitrator's services shall be shared equally by the parties.

Grievances related to promotional bypass that are denied at Step #3 shall be moved to expedited arbitration according to the rules of the American Arbitration Association within five (5) working days after receipt of the Step 3 decision.

Section 3. Written submissions of grievances shall be presented electronically and in hard copy on a form agreed upon jointly and shall be signed by the representative of the Association filing the grievances. If a grievance is allowed at any step of the grievance procedure, the adjustment shall be noted on the grievance form and shall be signed by the Municipal Employer's representative and the Association representative. At any step of the grievance procedure where the grievance is denied, the grievance form shall so indicate and shall include a written explanation by the Municipal Employer's representative for denying the grievance, and shall be signed by both the Municipal Employer and the Association representatives, and referred to the next step of the grievance procedure as provided herein.

If the grievance is a class grievance or involves a dispute in more than one department or involves the decision by a manager above the employee's immediate supervisor outside of the bargaining unit, the Association may present the grievance at Step # 2 initially.

7. **Article XV SICK LEAVE Section 1: Sick Leave Accrual.** *Revert to distributing sick time in January and July.* Eliminate last sentence of Section 1, paragraph (A). The original language regarding dispersal in January and July has been maintained in the contract.
8. **Article 22, Section 14:** *Update language to include the following;* Professional development funds monies may be used for attendance at approved professional conferences.
9. **Article XI Vacancies Section 1:** *Clean up conflicting language to read as follows and*

new second paragraph.

Suitable electronic notice shall be posted of all vacancies, lateral transfers, and promotional opportunities within the bargaining unit for internal and external candidates to apply. Such notice will be posted for fifteen (15) consecutive workdays. Management may schedule interviews as applications come in but cannot make a selection until the end of the fifteen (15) day posting period. Such notice will include a description of the duties by attachment of the job description and location of the position in which the vacancy exists, together with its title, pay grade, and requisite qualifications. The Boston Public Library agrees herein to inform the Association and post vacancies (including brief summary of the job duties and responsibilities) in new and existing positions for internal and external candidates.

Management and the union will meet monthly to discuss barriers to entry, areas of redundancies, and other ways to make the hiring process more effective, efficient, and result in the best quality candidates that are reflective of our community.

10. Article XI Vacancies Section 1: Change to “all applicants who meet the minimum qualifications”

“The Division Head will schedule interviews of all applicants that meet the minimum qualifications so that they shall begin with a reasonable time after the posting period for such vacancies has ended. Department, Branch and Unit Heads shall participate in the interviewing of candidates who have applied. The Division Head, in consultation with the Assistant to the Director of Personnel, is responsible for the final selection of such candidates.

11. Article XI Vacancies Section 2: Add to Section 2’s 1st sentence

The selection of an employee for promotion or lateral transfer shall be made on the basis of qualifications, ~~and~~ ability, and length of service.

12. Article XIX Section 6 Strike “anything” from last sentence and add following after last sentence.

No member will be disciplined for anything that has not resulted in a conviction. The content of the CORI report shall not be brought to any other forum or be used in evaluations. No discipline shall be issued for convictions not related to day to day work. No conviction more than 5 years old for a felony and 3 years old for a misdemeanor shall be considered. In the case that a CORI report raises concern for management, an emergency meeting between management, the individual, and the union shall take place to review the issue and find potential resolutions.

13. Article XX Section 2: Housekeeping to update language as follows.

(A) Subject to the operating needs of the Library as determined by its Director/designee, leave of absence without loss of pay or the accrual of seniority will be permitted upon written notification to the ~~appropriate department head~~ Office of Labor Relations for members of the Executive Board of the Association to attend one (1) Executive Board meeting per month.

All other parts of this section remain unchanged.

14. Article XIII Holidays: (Housekeeping) Add the Juneteenth holiday (June 19th) to the list of observed annual City holidays in the CBA.

15. **Article XXV: Duration:** 3-year agreement from October 1st, 2020 and to expire on September 30th, 2023.

16. **Updating contract with gender neutral language.** Replace 'he/she' with 'they' or 'theirs' where appropriate.

17. **Produce an integrated contract document.**

This Memorandum of Agreement is a tentative agreement that shall be effective upon ratification of both parties, is hereby signed and sealed by their duly authorized representatives. The parties recognize and agree that all proposals/counterproposals regarding changes to the Collective Bargaining Agreement not embodied in this Memorandum have been withdrawn.

FOR THE EMPLOYER

FOR THE UNION



Christopher C. Strunk

Christopher C. Strunk (Dec 9, 2022 10:58 EST)

(date) (date) Jessica L. Elias

Jessica L. Elias (Dec

9, 2022 13:21 EST)

Maty Cropley

Maty Cropley

(Dec 9, 2022 13:16 EST)

Bryce Kieren Healy

Bryce Kieren Healy (Dec 9, 2022 13:22 EST)

Karen S. SHafts

Karen S. SHafts (Dec 9, 2022

14:01 EST)

BPL PSA Tentative Agreement 2020 to 2023

Final Audit Report 2022-12-09

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By: Jennifer Doe (jdoe@aftma.net)

Status: Signed

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