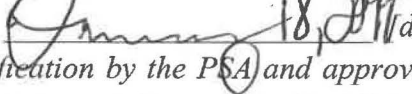


CITY OF BOSTON'S JANUARY 18, 2019 OFF THE RECORD PACKAGE PROPOSAL

The City presents the two accompanying draft Memoranda of Agreement for the period of 2016 to 2020 as an Off-the-Record Proposal without prejudice to its position during on-the-record bargaining. All City proposals not included herein remain a part of the City's on-the-record bargaining agenda. These two draft MOA's constitute one comprehensive package that must be accepted in its entirety.

**MEMORANDUM OF AGREEMENT
by and between the
BOSTON PUBLIC LIBRARY PROFESSIONAL STAFF ASSOCIATION
AND THE CITY OF BOSTON
in successor contract negotiations**

This Memorandum of Agreement ("MOA") is made pursuant to Massachusetts General Laws Chapter 150E between the City of Boston ("City") and the Boston Public Library Professional Staff Association (hereinafter, "the PSA" or "the Union").

On  [date], the parties reached a tentative agreement subject to ratification by the PSA and approval by the Mayor and Boston City Council of the October 1, 2017 through September 30, 2020 agreement. This three (3) year agreement is the product of successor collective bargaining to the October 1, 2016 to September 30, 2017 agreement between the City and the PSA. This MOA shall be effective for the period from October 1, 2017 through September 30, 2020.

This three (3) year agreement shall not take effect unless and until the union has ratified, the mayor has approved, and the City council has funded, the prior one (1) year agreement covering the period from October 1, 2016 through September 30, 2017.

Except as expressly provided below, the parties agree that the terms and provisions of their Collective Bargaining Agreement effective October 1, 2016 through September 30, 2017 shall be extended without modification for the period commencing on October 1, 2017 and ending on September 30, 2020.

1. Article II, NON-DISCRIMINATION, amend as follows:

The Municipal Employer and the Association agree not to discriminate in any way against employees covered by this Agreement on account of race, color, religion, creed, ancestry, national origin, military status, sex, sexual orientation, gender identity, age, handicap of a qualified handicapped person, physical handicap, parental status, marital status, genetic information, pregnancy or a condition related to said pregnancy, union activity or membership or non-membership in the Association. The Municipal Employer and the Association agree to apply the concept of Affirmative Action consistent with the terms of this Agreement.

2. Article VI, EMPLOYEE STATUS/DISCIPLINE & DISCHARGE, Section 4, Floaters, amend as follows:

...

~~Employees will be obligated to serve one year in this position(s) before being eligible for selection to another bargaining unit position. The establishment of, and/or use of, such position(s) shall not limit the right of the library to assign any other employee consistent with contract provisions.~~

...

3. Article X, HOURS OF WORK AND OVERTIME, Section 4, amend as follows:

An employee shall not be denied overtime compensation for authorized overtime service by reason of authorized absence during the week in which such overtime service is performed. ~~However, in the event of unauthorized absence in the week in which overtime service is performed, or in the event of absence without pay by reason of disciplinary action, such employee shall be compensated for each overtime service on a straight time basis only.~~ However, in the event of unauthorized absence in the week in which overtime service is performed, or in the event of absence without pay by reason of disciplinary action, such employee shall be compensated for such overtime service on the first thirty five (35) hours worked on a straight-time basis only, and only paid overtime once they have worked over thirty five (35) hours during that week.

4. **For purposes of this OTR package proposal only, the City agrees that it can withdraw its proposal in section 6 to replace the system of converting sick to vacation leave with a sick leave redemption at retirement or death benefit.**

5. Article XXII, COMPENSATION, Section 9, replace with the following:

“Any employee who is permanently separated from employment shall receive a payment for any and all accrued but unused vacation hours and compensatory time. ”

6. Article XVI (“Leaves of Absence with Pay”)

Section 1: Leaves of Absence with Pay

Subject to the operating needs of the Library, as determined by its Director (or delegate), leave of absence without loss of pay or accrual of seniority will be permitted for the following reasons:

....

(E) Parental Leave

1. Every employee covered by this Agreement shall be granted parental leave consistent with the City of Boston’s Family & Medical Leave Policy and the provisions of this collective bargaining agreement for leave after the birth, adoption, or commencement of fostering a child. Concurrent with the Parental Leave provision in the Family & Medical Leave Policy, effective upon funding by the City Council as of [insert date of City Council funding], employees covered by this Agreement may also be granted paid parental leave consistent with the City’s Paid Parental Leave Policy. Such Paid Parental leave shall run concurrent with the City’s Family & Medical Leave Policy and any other applicable approved leaves of absence, including those covered by the Family and Medical Leave Act, the Massachusetts Parental Leave Act, and this Collective Bargaining Agreement. The Union waives its right to bargain over the City’s decision and any impacts associated with such decision to change or eliminate the Paid Parental Leave Policy. The City will provide thirty (30) days’ notice to the Union of any change to or elimination of the Paid Parental Leave Policy. (Employees with questions may contact BPL or City of Boston Human Resources)

2. Any employee who bears a child biologically shall be eligible to use accumulated sick leave for disability caused by pregnancy, childbirth, or related conditions and recovery therefrom for twelve 12 weeks after the birth of a child in the first year of childbirth.

3. Other employees who become parents shall be eligible to use accumulated sick leave for up to twelve (12) weeks of bonding leave triggered by the birth or adoption of a child.
4. Any employee, upon request, shall be given a parental leave of absence without pay within the first year of the birth or adoption of a child; provided that an employee shall be eligible to use accumulated sick leave and other paid time off consistent with the provisions in paragraphs 1-3. Except for the time period during which the employee uses accumulated paid time off, as provided hereunder, the parental leave shall be without pay and shall be for a period not to exceed one (1) year after the date of delivery or arrival of an adopted child. This extended one (1) year leave does not apply to fostering a child.
5. An employee shall furnish the Personnel Office with a physician's certificate or appropriate documentation at least thirty (30) days prior to becoming a parent either through the birth of a child or adoption, when foreseeable
6. One month prior to returning to work an employee shall provide the Personnel Office with a written statement indicating the expected date of return to work. To the extent any disability-related accommodation is necessary, an employee shall provide reasonable advance notice to the Personnel Office with a statement from the employee's physician indicating what if any accommodations are necessary.
7. Upon returning to work from parental leave the employee shall regain the employee's previous position without loss of seniority or longevity.

7. Article XVII ("Leaves of Absence Without Pay")

In Section 3, delete the existing language and replace with "This Section intentionally left blank."

~~Subject to the operating needs of the Library, an employee shall be granted one (1) week unpaid paternal leave in order to attend to the birth, adoption, or care of _____ a new child in the employee's immediate household. At the discretion of the Library, an employee may be granted an additional one (1) week unpaid leave. The employee may choose to use any accumulated vacation and/or personal leave for paternal leave purposes. Upon returning to work, the employee shall regain his previous position without loss of seniority or longevity.~~

8. Article XI (“Vacancies”)

Modify Section 1 as follows:

Suitable electronic notice of all vacancies within the bargaining unit and resulting promotional opportunities and lateral transfer opportunities will be given to staff and to the Association President, and sufficient time will be allowed for all employees to advance their candidacy by submitting a current resume. Such notice will be electronically posted for five (5) consecutive workdays. 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 a brief summary of the job duties and responsibilities) in new and existing positions within the bargaining unit and will accept applications from staff members to fill such vacancies for a period of (10) working days after the notice. ~~The failure of the Boston Public Library to choose a bargaining unit member and anything related to the P-5 or P-6 position(s), are not grievable under the collective bargaining agreement.~~ The failure of the Boston Public Library to choose a bargaining unit member for any non-bargaining unit position is non-grievable under the collective bargaining agreement.

On posting vacancies, the Library Department will consider previously and/or contemporaneously filed requests for lateral transfer to the branch library or unit in which the promotional vacancy exists. It is understood and agreed that the Library Department reserves and retains the right to assign employees to a particular branch library or unit or to transfer employees from one branch library or unit to another for the good of the service. However, no such transfer shall be made because of an employee's union activity.

Interviews of personnel who have applied for the announced vacancies shall begin within 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 for posted vacancies within their' units, The Division Head, in consultation with the Assistant to the Director for Personnel, is responsible for the final selection of such candidate.

Add at the end of the Section 2: Method of Selection,

“Where the Union files a grievance over the non-selection of an employee(s), the Union shall be limited to advancing to arbitration the grievance of one (1) non-

selected employee per vacancy. The Union shall specify such grievant(s) in writing at the time of filing the demand for arbitration.”

9. In Article XIX (“Miscellaneous”), Section 7 (“MBTA Pass Benefit”), replace the first two sentences as follows:

“Effective upon the funding of this 2017 to 2020 contract by the Boston City Council, the Library agrees to contribute twenty five dollars (\$25.00) per month per eligible employee towards the MBTA pass selected by the employee. (The Library’s contribution will not exceed twenty five dollars (\$25.00) per month per employee, regardless of the type of pass selected by the employee).”

10. In Article XXII (“Compensation”), Section 2 (regarding additional compensation for a 2nd, job-related Master’s degree) increase the benefit by one hundred dollars (\$100.00) from five hundred dollars (\$500.00) to six hundred dollars (\$600.00).

11. Article XXII (“Compensation”) –

Section 1. Provide base wage increases as follows:

Effective FPP January 2018 → 2 % base wage increase.

Effective FPP January 2019 → 2 % base wage increase.

Effective FPP January 2020 → 2 % base wage increase.

Effective FPP January 2019, perform the following tasks in this order:

1. Move employees at Step 1 to Step 2 and this shall be the new anniversary date for those employees. Employees at any other Step other than Step 1 shall not move a Step.
2. Eliminate Step 1 from all pay grades.
3. ~~Renumber the Steps of all salary grades so that the former Step 2 is now Step 1, Step 3 is now Step 2, etc., such that the pay scale ends at Step 6.~~
4. Notwithstanding paragraph 1 above, create a new Step 7 8 which will be two and one half percent (2.5%) greater than the then existing Step 6 7. Employees who have been in step 7 for a year or more as of FPP January 2019 shall move to step 8 effective FPP January 2019.

(To advance a Step an employee must have been in the prior Step for a full year)

Add new Section 1A:

Members shall receive a one-time lump sum payment of two hundred and fifty Dollars (\$ 250.00), minus standard deductions, effective the first pay period in March of 2019.

12. Article XXII Section 6 and 7. [Longevity]

For purposes of this OTR package proposal, the City withdraws its proposals to delete the longevity benefit contained in Sections 6 & 7.

13. **The parties have a TA to eliminate the following language, which was introduced into the CBA through the parties' October 1, 2010 to September 30, 2013 MOA.**

~~Employees who had any portion of the FY2010 base wage increase delayed for the three hundred and sixty four (364) day period will receive a lump sum payment equal to the actual dollar value of base wages not earned during the three hundred and sixty four (364) day period, less all applicable taxes and deductions. The lump sum payment will be based on an employee's base wage and will not include any retroactive payment of overtime or additional earnings that occurred during the FY10 wage delay period.~~

14. **The parties have a TA relative to biweekly pay as follows:**

Article XXII, Section 5.

Delete first sentence: "Salaries shall be computed on a weekly basis at the rate of 1/52.2 of the annual salary."

Add the following:

"The City may, upon 90 days' notice to employees, change from paying employees weekly to paying employees bi-weekly.

"Effective the first pay period following ratification of the 2017 to 2020 agreement, employees will receive electronic pay stubs, but will have the option to elect to receive a paper copy."

15. Section 14 – Tuition Reimbursement, replace the existing language with the following,

- (A) A Committee, made up of 2 BPLPSA members and 2 ~~Library membersexempt managers~~ will accept and render determinations on requests for tuition reimbursement ~~at least quarterly~~twice a year, ~~effective beginning July 1, 2019~~. ~~During such meetings, this same Committee may discuss the development of new training and professional development opportunities.~~
- (B) Each year, on July 1, the Library shall allocate \$30,000 to a continuing education fund for the benefit of BPLPSA members. A BPLPSA member may receive up to \$2,000 toward the reimbursement of tuition and fees per annum based on available funds. ~~All~~ ~~Determination of course eligibility and requests for reimbursement shall be considered twice a year: once in July and again in January.~~ ~~The Committee shall distribute the funds on a pro rata basis among the eligible applicants with half of the fund being available in July and the other half in January.~~ Funds may be used to further a BPLPSA member’s specific job duties or to expand their librarianship (and related) skills generally. ~~All~~ ~~payment, or reimbursement for a course will be approved with a “2.0” grade or better, a “C” or better, or a “Pass” grade (if the course is only offered on a Pass/Fail basis) depending on the school’s grade method.~~ ~~Payment or reimbursement will be made for courses taken from accredited Colleges or Universities as well as other programs approved by the Committee.~~
- (C) To the extent all available funds are not allocated, the Committee may provide applicants funding in excess of \$2,000 per annum.
- (D) ~~Educational~~Professional development and/or training opportunities beyond tuition reimbursement, may be made available to bargaining unit employees at the sole discretion of the Library. And such decisions shall not be subject to grievance and arbitration.

The parties have a TA regarding the following item:

16. Article XV (“Sick Leave”)

In Section 1, Sick Leave Accrual, Paragraph D, eliminate reference to the Commonwealth of Massachusetts as follows: “The Library will honor the unused sick leave balance of employees who transfer directly and without interruption of service from other City of Boston ~~or Commonwealth of Massachusetts~~ Departments.”

The parties have TA’s on these matters –

17. Article XII (“Temporary Service in a Higher Position”).

Amend Section 1 as follows:

Section 1. An employee who is performing, pursuant to assignment, temporary service in a position classified in a grade higher than the grade of his/her regular position, other than for the purpose of vacation, shall, commencing with the ~~fifth~~ sixth consecutive day of actual service in such higher position, be compensated at the rate of the higher position as if promoted to such position. Vacation, as used in this Section, shall mean annual leave but not terminal leave. Selection of an employee to perform temporary service in such higher position shall be made in accordance with Article XI, Section 2.

18. Article XVI (“Leaves of Absence With Pay”).

Amend Section 2 entitled “Funeral and Bereavement Leave,” 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 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 three~~ (53) 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 an employee with six (6) or more months of continuous service and who is in active service at the time of such death, shall be entitled to receive ~~three one~~ (31) 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.

19. Article XVIII (“Joint Committees”).

Delete Section 3 (“Committee on Public Service Issues”) in its entirety.

Section 3: Committee on Public Service Issues

~~Where the Library determines the provision of service conflicts with provisions of this Agreement, the Library may request that the Association designate up to four (4)~~

~~representatives to meet with an equal number of Library representatives about this concern. The Library and the Association are committed to addressing, studying, and resolving these concerns through their respective representatives. The parties agree that non-customary work schedules and management initiated transfers are among the solutions which will be considered by the committee. The Library shall have the right to implement solutions upon which mutual agreement has been reached.~~

20. Article XX (“Association Business”).

Update Section 5 to reflect the PSA’s non-affiliation with the CWA as follows:

Section 5: Annual Conventions

~~Effective July 1, 2008, Subject to the operating needs of the Library, as determined by its President/designee, time off without loss of pay shall be granted upon written notification to the appropriate Department Head(s) for attendance by up to three (3) employees who are delegates or alternates to the annual conventions of the Massachusetts State Labor Council, District 1 CWA, the CWA and the AFL-CIO. Leave under this Section 5 shall not exceed twelve (12) days in the aggregate per fiscal year.~~

21. Article XXII (“Compensation”)

Section 17 (“Health Insurance Opt Out”) –

~~Delete the last sentence of the first paragraph of Section 17 as follows: The City retains the right to amend, modify, or discontinue this Health Insurance Opt Out program upon 30 calendar days’ notice to the PSA.~~

22. Article XXII (“Compensation”)

Delete section 11 in its entirety and replace with:

Compensation Grade Appeal. The City and Union shall create a joint Compensation Grade Appeal Committee (Committee) comprised of up to two (2) individuals designated by the Union and up to two (2) individuals designated by the City. The Committee shall meet periodically in order to review a claim by the Union that certain position(s) should receive a compensation upgrade. The Committee may ensure that a job audit is completed as part of its review.

The Union agrees that any position for which an appeal is made was properly graded on the effective date of this Agreement. In considering an appeal, the Committee shall not examine

changes in the job content in the position for which the appeal is claimed that occurred prior to the effective date of this Agreement. Rather, the review shall be restricted to a review on the issue of whether, after the effective date of this Agreement, there was a fundamental and substantial change in the job content of such position that could have the effect of changing its compensation grade. Further, the review shall not consider perceived changes in job duties related to new technology, state or federal mandates, and/or increases in the volume of work or duties.

At the completion of its review, the Committee shall issue a non-binding recommendation to the City relative to the claim. The Union has the right to file and advance a grievance filed over the outcome of such recommendation under and in conformance with Article 7 of this Agreement except that in no event shall such grievance be subject to arbitration without the written agreement of the City of Boston's Office of Labor Relations.

In the event that the Committee unanimously recommends an upgrade, written agreement from the Office of Labor Relations shall not be withheld. Such arbitration shall be a de novo proceeding based on the standards set forth in paragraph two (2) of this section. In such arbitration, the Committee's recommendation and deliberations are not admissible. Furthermore, the arbitrator shall draw no inferences or base any findings on the fact that the dispute is before him/her.

The following pending CGAs shall survive the effective dates of the Agreement:

- Yan Wang filed 12/1/18
- Sujei Lugo filed 8/14/18
- Nancy Browne filed 6/17/18

The Committee's review of these three shall not examine changes in job content that occurred prior to the term of the 2017-2020 Collective Bargaining Agreement.

22. Article XXV, ("Duration of Agreement")

Amend the dates contained in Article XIX to reflect a three (3) year contract with a duration from October 1, 2017 through September 30, 2020.

In witness hereof, the City of Boston and the Boston Public Library Professional Staff Association have caused the Agreement to be signed, executed and delivered on the 18th day of January, 2019.

CITY OF BOSTON

~~_____~~
~~_____~~
Wald B
Sarina Gifford

BOSTON PUBLIC LIBRARY
PROFESSIONAL STAFF ASSOCIATION,

Emily Todd
~~_____~~
~~_____~~
Elva Ridge
~~_____~~
Michael
~~_____~~
~~_____~~
C. W. C.