

MEMORANDUM OF AGREEMENT
By and between the
AMERICAN FEDERATION OF STATE COUNTY AND
MUNICIPAL WORKERS, COUNCIL 93, LOCAL 1526
AND THE CITY OF BOSTON
in successor contract negotiations

This Memorandum of Agreement ("Agreement") is made pursuant to Massachusetts General Laws Chapter 150E between the City of Boston ("City") and the American Federation of State, County & Municipal Employees, AFL-CIO, Local 1526 ("AFSCME 1526" or "the Union").

On April 13, 2023 the parties reached a tentative agreement subject to ratification by the Union and approval by the Mayor and Boston City Council of the October 1, 2020 to September 30, 2023 agreement between the City and the Union. This three (3) year agreement is the product of successor collective bargaining to the October 1, 2017 to September 30, 2020 agreement between the City and the Union. This Memorandum of Agreement shall be effective for the period from October 1, 2020 through September 30, 2023.

This Memorandum of Agreement supplements and amends the Collective Bargaining Agreement effective October 1, 2017 through September 30, 2020. Except as expressly provided below, the parties agree that the terms and provisions of their Collective Bargaining Agreement effective October 1, 2017 through September 30, 2020 shall be extended without modification for the period commencing on October 1, 2020 through September 30, 2023.

1. Article XX Compensation.

The prior language shall be removed and replaced with the following:

Section 1.

Bargaining unit members employed on the date this Memorandum of Agreement is funded by the City Council shall receive the following:

- Effective First Pay Period (FPP) October 2020 - Salary increase of 2%
- Effective First Pay Period (FPP) October 2021 - Salary increase of 1.5%
- Effective First Pay Period (FPP) October 2022 - Salary increase of 2%.

Retroactive pay shall be limited to employees of the City on the date that the Union ratifies this Memorandum of Agreement. Employees who separated from employment for any reason prior to the date the Union ratifies this Memorandum shall not be eligible

for retroactive pay, except that employees who retired shall be eligible for the retroactive pay.

Section 1A.

In recognition for the hard work during the COVID-19 pandemic, bargaining unit members employed on June 30, 2022 shall receive a one-time lump sum payment of one thousand Dollars (\$1,000.00), minus standard deductions, effectuated within ninety days from City Council funding.

2. Article XII Holidays.

Amend Section 1 as follows:

The following days shall be considered holidays for the purposes enumerated below:

New Years' Day
Martin Luther King Jr. Day
Presidents' Day
Patriots' Day
Memorial Day
Juneteenth
Independence Day
Labor Day
~~Columbus Day~~ Indigenous Peoples Day
Veteran's Day
Thanksgiving Day
Christmas Day

3. Article XVI Leaves of Absence with Pay - Section 5 Professional Development (new).

Add the following language to Article XVI Leaves of Absence with Pay:

Section 5. Professional Development

Effective the date this Memorandum of Agreement is funded by the City Council, bargaining unit members that have completed their probationary period, are in good standing, and are employed full-time may elect to access six (6) hours of professional development time during each quarter of the year. This time is to be used within the quarter and will not carryover between quarters, except when scheduling of release time for this purpose would have an adverse operational impact.

The Department will work with the Union to put together a list of approved training courses. All requests for professional development must include the approved training course that the employee will be completing. The Department reserves the right to revisit the approved training courses list at any time and will discuss changes with the Union. All requests to use time for professional development must be approved by the employee's direct supervisor prior to being used and is subject to the operational needs of the Library.

Employees may borrow professional development leave time from future quarters for professional development purposes up to 35 hours, however no more than 35 hours may be borrowed in any twelve (12) month period. Employees need to seek permission from their direct supervisor to borrow the time for a specific training. The direct supervisor will have discretion based on operational need to approve or deny the request. Direct supervisors will track all approved time.

Employees who work a 1/2 or 3/5 schedule will be eligible for professional development described in this article at a prorated basis for both hours per quarter and how many hours may be borrowed.

4. **Article XIV Annual Leave.**

1. Replace Section 1(a) language with the following:

"Subject to the specific provisions of this Article, every newly hired employee covered by this agreement must complete six months of work between July 1 and December 31 to be eligible for Annual leave on January 1."

2. Remove the following language from Section 1(c):

"Annual leave earned in one year may be taken after January 1 of the year following and is ordinarily used within that year. However,"

Leaving the following language:

"An employee at his/her own option may defer ten (10) days annual leave from one year to the next Permission to defer more than ten (10) days can be allowed only with the express written permission of the Division Head, and failure to obtain such permission will result in cancellation on December 31 of unused annual leave in excess often (10) days."

3. Replace Section 2 with the following language:

Section 2.

Annual leave for all members shall be calculated as follows:

- (1) "An employee who starts work before July 1, and who works for six (6) months shall be entitled to one (1) week of annual leave before December 31. An employee, who starts work on or after July 1, shall receive one (1) week of annual leave upon the completion of six (6) months of work. The Division Head, in their discretion may grant an additional week of vacation leave to such employees who were hired after July 1 and who have completed six (6) months of service. In no event shall the vacation entitlement for such employees exceed that established in Section 2(A)(2).
- (2) An employee who on January 1, has more than six (6) months of continuous service, but less than four (4) years of service, shall receive two (2) weeks of annual leave.
- (3) An employee who on January 1, has more than four (4) years of service, but less than seven (7) years of service, shall receive three (3) weeks of annual leave.
- (4) An employee who on January 1, has more than seven (7) years of service, but less than fifteen (15) years of service, shall receive four (4) weeks of annual leave.
- (5) An employee who on January 1, has more than fifteen (15) years of service, but less than thirty (30) years of service, shall receive five (5) weeks of annual leave.
- (6) An employee who on January 1, has more than thirty (30) years of service, shall receive six (6) weeks of annual leave.

4. Add a new Section 4:

Section 4.

Employees who have finished their probationary period between January 1, 2023, and the date of this Agreement shall be covered by the amended language of Article XIV.

5. Article XVI Leaves of Absence with Pay - Section 2 Bereavement Leave.

Replace Section 2 with the following language:

In the event of the death of a spouse, domestic partner (as defined in City of Boston Ordinance 12-9A), parent or parent-in-law, a person who stood in loco parentis to the employee, sibling, sibling-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), 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 a parent's sibling or a sibling's child, 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 delegated.

6. **Article XIX Miscellaneous - Section 12. CORI Check (new).**

Add the following language as Section 12.

Section 12. CORI Check

No member will be disciplined or terminated for anything that has not resulted in a conviction. The content of the CORI report shall not be brought forward in any other forum or used in evaluations. CORI checks will be limited to employees who have unsupervised contact with youth, those with disabilities, and the elderly. CORI Checks will be limited to promotions, not lateral transfers or temporary reassignments. No discipline or termination will be issued for convictions not related to regular day-to-day work. No conviction over 5 years old for a felony or 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. Contents of the bargaining members CORI will remain confidential and not maintained in the member's personnel file. The Appointing Authority will report any findings to the individual and the Union President or their designee only.

6. **Article XII - Promotional Vacancies**

Replace Section 1 and Section 2 with the following language, add Section 9 and 10 with the following language:

Section 1.

In the event the Appointing Authority seeks to fill with a provisional promotion or a permanent vacancy in the library assistant, clerical or mechanical services in a position covered by this Agreement at its effective date, the following procedure shall apply:

(A) The vacancy shall be posted for fifteen (15) consecutive working days in the department, division or employing unit in which the vacancy exists and may be posted externally simultaneously.

(B) On the poster the Appointing Authority shall specify the job classifications eligible to fill the position. (His/her decision as to the eligible classifications of employees shall be subject to Civil Service law and rules and shall not be a subject of grievance or arbitration). The poster shall also specify the duties of the position, custodial shifts and typing speed requirements (the Library shall have twelve months from the date of January 1, 1986 to develop typing speed requirements).

(C) The Library will continue the practice of providing the names of the hiring team to the Union on the Position Vacancy Checklist. The Union will have the opportunity to review the draft job posting packet for 48 hours (excluding Saturdays, Sundays, and Holidays) and sign off prior to posting. In the event the Union does not respond after 48 hours (excluding Saturdays, Sundays, and Holidays), the Library will have the right to post the job at their discretion. At the end of the posting period, the Library will provide an internal candidate Position Control Sheet and a separate external candidate Position Control Sheet to the Union.

Section 2.

Suitable notice of all permanent promotional vacancies within the bargaining unit will be given to staff and to the local Union President, and sufficient time will be allowed for employees to advance their candidacy. The Union shall also be given notice of all vacancies and temporary promotional opportunities within the bargaining unit and the opportunity to bargain. Notice will be affected by posting for fifteen (15) consecutive workdays, excluding Saturday and Sunday, on suitable bulletin boards throughout the department as well as through electronic notice. Such notice will include a description of the duties and location of the position in which the vacancy exists, together with its rank, title, pay grade, custodial shift and typing speed requirements. If the position in which the promotional vacancy exists is a newly created position, or if an examination or test is required, the notice will so indicate. Selection of an employee will be made in accordance with Article XI, Section 4.

An application by an employee in a given grade for a position of the same grade shall be treated as an application for a promotion for the purposes of this Article. Any employee who wishes to ensure his/her being considered for a promotional vacancy despite his/her absence during the fifteen (15) days in which said vacancy is posted shall submit a P.A.R.

to the Personnel Office. In the request the employee shall state the length of his/her absence.

Section 9. (new)

The hiring team may begin to schedule interviews with all internal candidates as P.A.R.s come in so that they shall begin within a reasonable time after the job has been posted. Reasonable time is fourteen (14) days. The hiring team may not make a selection until the end of the 15-day posting period.

In the event the hiring team elects to bypass all internal candidates, the hiring supervisor will provide letters of non-selection to BPL Personnel Office. Upon receipt of the denied P.A.R.s and the letters of non-selection, the Personnel Office will release the names of the external candidates to the hiring team. The Personnel Office will send copies of the denied P.A.R.s, letters of non-selection, and any/all documentation used in making the decisions to the Union.

Section 10. (new)

Management and the union will meet monthly to discuss vacancies, barriers to entry, transfer, and promotional opportunities; and other methods to make the hiring process more effective and efficient.

7. **Article XIX Miscellaneous - Section 10. MBTA Benefit.**

Replace Section 10 with the following language:

Effective for calendar year 2022, all employees covered by this Agreement are entitled to a pre-tax subsidy of 65% on monthly MBTA pass up to a pre-tax value of \$232, a Bluebikes Membership at no cost to the employee and a \$200 bike maintenance and repair benefit. Forms to access these benefits will be available. 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, 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.

Employees who are eligible for either the MBTA's Senior Pass or the TAP Pass on account of a disability, shall be eligible for either the above pre-tax subsidy of 65% on

monthly MBTA passes or to have the City cover the first \$25 of a Senior Pass or TAP Pass. Eligibility for these programs shall be determined by the MBTA.

If the MBTA Pass Program is discontinued, the Library agrees to contribute twenty-five dollars (\$25.00) per month per 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). This Benefit will continue to be paid to those employees who provide proof of purchase of a MBTA pass satisfactory to the Library

8. **Article XX Section 9**

Amend the last sentence in Section 9 to say:

All pending CGA's on file as of April 13, 2023 shall survive the effective dates of this Agreement.

9. Attached are two side letters that are effective through the duration of this agreement.


10. **Article XXV Duration of Agreement**

Amend the dates in Article XXV to reflect a three (3) year contract with a duration from October 1, 2020 through September 30, 2023.

In witness hereof, the City of Boston and AFSCME Local 1526, have caused the Agreement to be signed on the Thirteenth day of April, 2023.

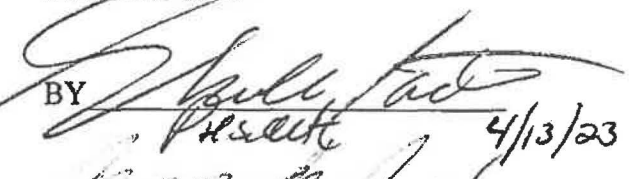
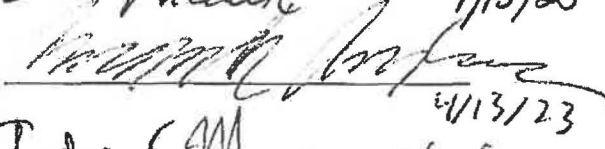
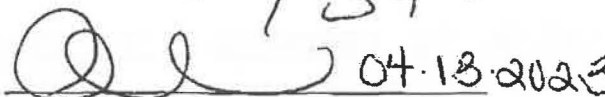
CITY OF BOSTON

BY


Renee Braskey
5/24/23

AFSCME 1526

BY


Andrew Mayers
4/13/23

4/13/23
Andrew Mayers 4/13/23

04.13.2023
