

**MEMORANDUM OF AGREEMENT**  
**by and between the**  
**AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES,**  
**AFL-CIO, Local 1526**  
**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 American Federation of State, County & Municipal Employees, AFL-CIO, Local 1526 (hereinafter, "AFSCME 1526" or "the Union").*

On Dec 5, 2018 [date], 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, 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 Union. 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 XX ("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 the FPP in January 2019, a new step 8 will be created, which will be 1% greater than the existing step 7.

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

Effective the FPP in January 2020, a new step 9 will be created, which will be 1% greater than the existing step 8.

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

Amend Article XX, Section 2 to read: See Schedules for base wages effective January 2017, January 2018, January 2019, and January 2020.

Amend Article XX, Section 3 to include “. . . upon completion of . . . seven, and eight years of service . . .”

Article XX, Section 1A –

Remove the FY2010 lump sum language as follows.

~~Employees who had any portion of their FY2010 base wage increase delayed for the three hundred and sixty four 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 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.~~

~~The City will compensate employees within nintety days from the date th eCity Council approves the funcitn of this agreement.~~

Article XX, Section 5A (“Weekend Differential”)

**Add a new Section 5A as follows:** “Effective the FPP after ratification of this agreement, there shall be a weekend differential of one dollar and twenty-five cents (\$1.25) per hour for all regularly scheduled hours actually worked between the hours of 7:00 AM on Saturday and 5:00 PM on Sunday.

Article XX, Section 7 (Longevity Payments).

Delete the current Section 7 and replace with the following:

At the end of eleven (11) years’ service in the Library, an employee covered by this Agreement will be paid an annual longevity benefit in an amount equal to the difference between Step 6 and Step 7 of the salary schedules plus \$415.00, which will be paid on a weekly basis,

At the end of sixteen (16) years’ of service, an employee covered by this Agreement will be paid an annual longevity benefit in an amount equal to the difference between Step 6 and Step 7 of the salary schedules multiplied by two, plus \$560.00, which will be paid on a weekly basis.

Note: Under no circumstances shall an employee receive both the 11<sup>th</sup> year and 16<sup>th</sup> year longevity payments.

In Section 9, delete the last sentence as follows: “~~All pending CGA’s on file as of July 24, 2013 shall survive the effective dates of this Agreement.~~”

The parties shall execute a side letter agreement to the effect that the Union may continue to pursue the CGA filed on or about July 11, 2016 relative the BLA6 Instruction position.

Modify Section 13 (Direct Deposit) by adding the following after the first sentence: “**Effective 120 days after ratification, employees will receive electronic pay stubs, but will have the option to elect to receive a paper copy.**”

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

Add a new Section 5 as follows:

Section (E) Parental Leave. Every employee covered by this Agreement shall be granted parental leave consistent with any medical, family or parental leave contained in the provisions of the parties’ Collective Bargaining Agreement. Concurrent with the Parental Leave provision in the parties’ Collective Bargaining Agreement, 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 any medical or family leave or parental leave contained in the provisions of the parties’ Collective Bargaining Agreement and any other applicable approved leaves of absence, including those covered by the Family and Medical Leave Act and the Massachusetts Parental Leave Act. 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.

In Article XVII (“Leaves of Absence Without Pay”), delete Section 2 (“Pregnancy Maternity Leave”) and Section 4 (“Paternal Leave”).

3. Article XVII (“Leaves of Absence Without Pay”)

Section 2. ~~Pregnancy Maternity~~Parental Leave.

~~Whenever a female~~ employee shall ~~become pregnant, she shall~~ furnish the Appointing Authority with a physician’s certificate from her physician or appropriate documentation at least thirty (30) days prior to becoming a parent either through the birth of a child or adoption, when foreseeable stating the expected date of her delivery. ~~She may continue to work so long as her physician certifies that she is able to do so.~~ Maternity-Parental leave without pay shall be granted, commencing with cessation of actual work ~~under the preceding sentence due to the birth or adoption of a the employee’s own child,~~ for a period not to exceed one (1) year after the date of delivery birth or adoption.

An employee shall ~~be eligible to use accumulated sick leave for disability caused by pregnancy, childbirth or related conditions and recovery there from, provided such period of disability is certified by the employee’s physician.~~ be required to use any accumulated leave time for parental leave purposes, consistent with state and federal laws and Library policy. An

employee may choose to retain up to two (2) weeks of sick leave to cover absences that may be necessary after return from a parental leave.

One month prior to returning to work, an employee shall provide the BPL Human Resources Personnel Office with a written statement indicating the expected date of return to work. ~~Prior to returning to work, an employee shall provide the Personnel Office with a statement from her physician indicating when she may resume her duties.~~

~~Maternity leave without pay shall be given to employees for a period not to exceed one (1) year after the date of arrival of an adopted child.~~

Upon returning to work from a maternity parental leave, the employee shall regain her his/her her/his previous position.

#### Section 4. ~~Paternal Leave~~

This section left intentionally blank.

~~Subject to the operating needs of the Library, an employee shall be granted one (1) week unpaid paternal leave in order to attend 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 and/or sick leave for paternal leave purposes. Upon returning to work, the employee shall regain his previous position.~~

Add a new Section 6 as follows:

Cancer Screening. Effective upon City Council funding, all employees covered by this Agreement shall be permitted to use up to one (1) day of paid time, per calendar year, for cancer screening to run 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. Employees must have their health care provider complete the City's Certification Form when administering the screening and employees must submit the completed form to BPL Human Resources for the benefit to be applied. Employees must comply with all notice and documentation requirements contained in the City of Boston Policy.

#### 4. Article XI ("Temporary Service in a Lower or Higher Position").

Amend the second paragraph in Section 4 as follows:

In the event the senior applicant(s) for the position is not selected, the Appointing Authority shall, upon written request by the Union, submit reasons in writing why the three (3) most senior employees were not selected to fill the position within

fourteen (14) calendar days. ~~Any dispute hereunder shall be subject to the grievance and arbitration procedure.~~ **Where the Union files a grievance over the non-selections 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 in writing at the time of filing its demand for arbitration.**

5. Article XII (“Promotional Vacancies”).

Section 4.

Notice of selection made from among the eligible bidders, and the list of all bidders, under Section 1 and 2 will be sent to the Union. The Union shall receive the list of all bidders within fifteen (15) calendar days after the close of the application (posting deadline) period.

~~Where no selection has been made, the Union shall be notified in writing six (6) weeks after the posting deadline except in extenuating circumstances.~~

6. Article XV (“Sick Leave”).

Amend subsection (D) by deleting reference to the Commonwealth of Massachusetts as follows:

(D) 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.~~ However, sick leave accumulated elsewhere will not be counted toward the benefits in Sections 4(A) and 4(B) of this article.

7. Sick Leave Fund

Section 7- Sick Leave Bank- Pre 1963 (Housekeeping)

The parties agree to delete the following language

~~The Library shall establish on March 1, 1987 a Sick Leave Bank for all employees entitled to the former Pre 1963 Sick Leave Policy. The Bank shall be comprised of a fixed number of days, that number being one thousand twenty (1,020) sick days. Any employee formerly entitled to the Pre 1963 Sick Leave Policy shall have access to this Bank. It is understood that the use of sick days under this Bank shall reduce the number of days remaining in the bank. The conditions applicable under the former Pre 1963 Sick Leave Policy shall govern the use of sick days under this Bank.~~

This section is intentionally left blank

8. Article XXIII (“Performance Evaluation”).

Delete Section 6 and replace with the following:

(6) Performance Evaluations may be completed by an employee's supervisor of a grade 5 or above in the AFSCME bargaining unit or by an employee's supervisor outside the bargaining unit. Any supervisor outside the bargaining unit conducting an evaluation may choose to involve a supervisor within the bargaining unit, in a classification of 5 or above that supervise employees, in the completion of the evaluation or the meeting with the employee concerning the performance evaluation.

9. Housing Trust Side letter

Amend paragraph 5 of the Side Letter Agreement between the City and the Union, dated August 2, 2004, as follows:

Thereafter, during the life of the trust, the City shall provide further contributions to the trust fund, equal to \$0.05 per hour worked per employee. [Effective after funding of this Agreement] the City shall increase the contributions to the trust fund to \$0.10 per hour worked per employee.

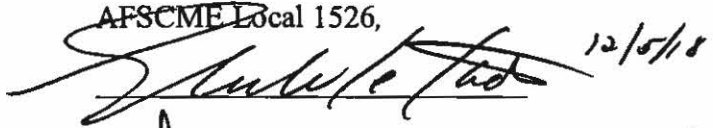
10. Article XXV, ("Duration of Agreement")

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.

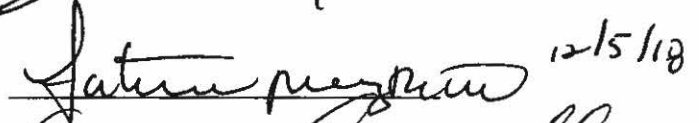
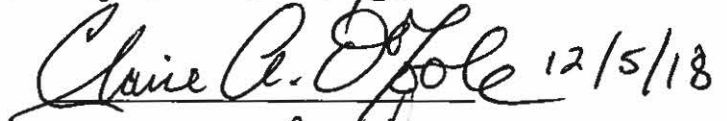
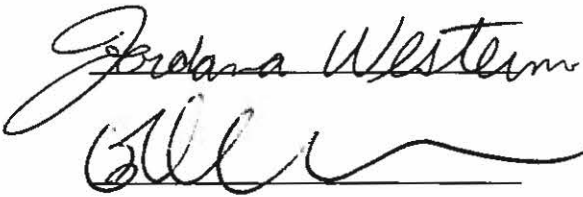
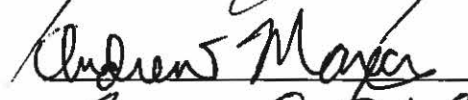
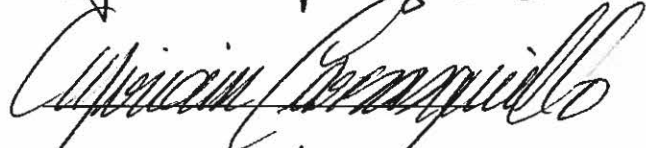
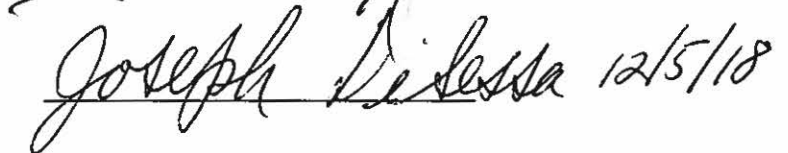
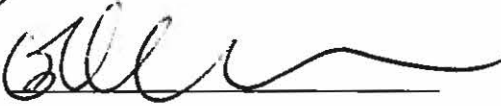
In witness hereof, the City of Boston and AFSCME, Local 1526 have caused the Agreement to be signed, executed and delivered on the 5 day of December, 2018

CITY OF BOSTON

AFSCME Local 1526,

 12/5/18

Ravi M. Kimmela

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