

**PROFESSIONAL STAFF ASSOCIATION  
BOSTON PUBLIC LIBRARY**

**COLLECTIVE BARGAINING AGREEMENT**

**EFFECTIVE**

**OCTOBER 1, 2020 - SEPTEMBER 30, 2023**

## **AGREEMENT**

This AGREEMENT is made under Chapter 150E of the General Laws, by and between the City of Boston, hereinafter called "the City" or "the Municipal Employer," and through its Mayor, and the Boston Public Library Professional Staff Association, hereinafter called "the Association."

### **WITNESSETH:**

WHEREAS the above-cited statutory provisions grant to employees of political subdivisions of the Commonwealth the right to bargain collectively with their Municipal Employer; and

WHEREAS the parties to this Agreement desire to establish a state of amicable understanding, cooperation and harmony; and

WHEREAS the parties to this Agreement consider themselves mutually responsible to improve the public service through the creation of increased morale and efficiency;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties mutually agree as follows:

### **ARTICLE I (1)**

#### **PERSONS COVERED BY THIS AGREEMENT**

The City recognizes the Association as the exclusive representative, for the purpose of collective bargaining relative to wages, hours and other conditions of employment, of all employees classified in the Pre-Professional Library Service, all Professional Library Service employees in grades P-1 through P-4, all employees in grades LA-10, M-10 and C-10, and all employees in positions accreted into the bargaining unit pursuant to petition CAS-08-3727, but excluding personnel officers and all other employees.

The bargaining unit shall also include all positions accreted into the bargaining unit pursuant to CAS 13- 3100. Additionally, the bargaining unit shall include all P5 and P6 positions that: (1) share a community of interest with bargaining unit positions and (2) do not have confidential or managerial job duties as defined by G.L. c. 150E § 1. The bargaining unit shall exclude personnel officers and all employees who do not share a community of interest.

### **ARTICLE II (2)**

#### **NON-DISCRIMINATION**

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, 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.

**ARTICLE III (3)**  
**PAYROLL DEDUCTION OF ASSOCIATION DUES**

In accordance with the provisions of Section 17A, Chapter 180, of the General Laws (Chapter 740 of the Acts of 1950), accepted by the City Council of the City of Boston on January 15, 1951, and approved by its Mayor on January 17, 1951, union dues shall be deducted weekly from the salary of each employee who executes and remits to the Municipal Employer a form of authorization for payroll deduction of union dues. Remittance of the aggregate amount of dues deducted shall be made to the Association's Treasurer within twenty-five (25) working days after the month in which dues are deducted.

**ARTICLE IV (4)**  
**PAYROLL DEDUCTION OF AGENCY SERVICE FEE**

Section 1. Pursuant to G.L. c. 150E, § 12-During the life of collective bargaining agreement, the Treasurer -Collector of the City shall deduct from each payment of salary made to each employee who has not authorized payroll deductions for union dues and pay over to the Association as the exclusive bargaining agent of such employee, as an agency service fee, a proportion of the weekly Union dues deduction from the salary of individual employees, as directed by the Association, which amount is proportionately commensurate with the cost of collective bargaining and contract administration.

Section 2. The Association agrees to indemnify the City for damages or other financial loss which the City may be required to pay or suffer by an administrative agency or court of competent jurisdiction as a result of the City's compliance with Section 1 of this Article.

**ARTICLE V (5)**  
**MANAGEMENT RIGHTS**

Section 1. The Municipal Employer shall not be deemed to be limited in any way by this Agreement in the performance of the regular and customary function of municipal management, and reserves and retains all powers, authority and prerogatives, including without limitation, the exclusive right of the Appointing Authority to issue reasonable rules and regulations governing the conduct of their department, provided that such rules and regulations are not inconsistent with the express provisions of this Agreement.

Section 2: Subcontract Clause

The Municipal Employer reserves and retains the right to contract out work or subcontract out work. Pursuant to the exercise of such right, no employee shall be laid off if there is available work in the same position or in a similar position which the employee is qualified to fill.

**ARTICLE VI (6)**  
**EMPLOYMENT STATUS/DISCIPLINE & DISCHARGE**

### Section 1: Probationary Employment

The first six months of employment shall be the normal period of probation for employees in the Pre-Professional and Professional Library Service and LA-10, C-10, and M-10 classifications. However, the period may be extended an additional six (6) months, provided a notice in writing setting forth the reasons therefore is furnished the employee and the Association prior to the completion of the normal probationary period. If the Library Department wants to extend the probationary period of any employee pursuant to this section, it must notify the employee and the Association in writing no later than one month prior to the expiration date of the initial probationary period, if practicable.

### Section 2: Permanent Employment

(A) Employees in the Pre-Professional Library Service are considered to be conditional employees until they graduate from library school. Employees in the Pre-Professional Library Service shall be granted six (6) months to obtain a professional service position from the date of the employee's graduation from library school. The Library will endeavor to continue the Pre-Professional program.

(B) All employees in the Pre-Professional Library Service are eligible for application and selection to P1 positions pursuant to Article XI of this Agreement while in attendance during the three (3) months prior to completion of their MLS Degree at an accredited ALA/equivalent or comparable school. Applications for such positions must be accompanied or immediately followed by a letter from the graduate library school confirming when the degree requirements will be completed. Permanent appointment is contingent upon successful completion of the MLS requirement. The employee's seniority date in the P1 position shall be as of the date of acceptance into the position.

In the event that a Pre-Professional is appointed to a P1 position and fails to complete the MLS Degree as required, the Library shall return that employee to a Pre-Professional position if such a vacancy exists, or if no such vacancy exists, shall terminate that employee. The Library may consider extenuating circumstances surrounding the employee's failure to complete the MLS Degree, and may elect to grant a reasonable period of time prior to exercising its right to remove the employee from the P1 position. The Library's decision regarding extenuating circumstances shall not be arbitrary or capricious.

Should the Library elect to re-hire an individual terminated under the foregoing provision within two (2) years of such termination, that individual's accrued seniority at the time of prior termination shall be restored upon completion of the employee's six (6) month probationary period.

### Section 3: Discipline and Discharge

No permanent or conditional employee shall be disciplined, suspended or discharged except for just cause. Any dispute concerning the discipline or discharge of a permanent or conditional employee shall be subject to the grievance and arbitration provisions of this Agreement. It is understood that just

cause for terminating a conditional employee exists when there is no suitable vacancy within six (6) months of the date of the employee's graduation from library school.

Records of written and oral warnings shall be removed from the employee's personnel file after eighteen (18) months from the last disciplinary actions so long as there has been no further disciplinary action during the eighteen (18) month period.

Written and oral warnings may be grieved to Step 3 of the grievance procedure, but such grievances are not subject to arbitration. However, the union may challenge the written or oral warning in the arbitration of a subsequent dispute that is subject to arbitration so long as the original written or oral warning was grieved through Step 3 of the grievance process.

#### Section 4: Floaters

The parties agree to establish a new job classification at the P1 level for a floater librarian position(s) to provide services throughout the various locations of the library system. The specifics of the job will follow current job descriptions. This position(s) can be either full time or for any specified minimum/maximum number of hours. It is agreed that the weekly range of minimum/maximum number of hours for this position(s) shall not be greater than five.

The Library shall establish a home location for reporting purposes for each position and shall have the discretion to assign the employee to any location, at any time, on a reasonable basis, as required by the operational needs of the Library.

The Library will give the employee as much advance notice of schedule changes as possible.

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.

When the Library intends to fill this position(s), it shall be posted and filled in accordance with the provisions of Article XI.

The provisions of Article X, Section 1, paragraphs 1, 5, and 6 and Section 2 (other than paragraph 2a) shall not apply to floaters.

Except as otherwise specified herein, these position(s) shall be governed by all other terms and conditions of the collective bargaining agreement.

### **ARTICLE VII (7)** **GRIEVANCE PROCEDURE**

#### Section 1.

Only matters involving the question whether the Municipal Employer is complying with the express provisions of this Agreement shall constitute grievances under this Article.

Section 2.

Grievances shall be processed 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 their 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.

Section 4. Any incident which occurred or failed to occur prior to the effective date of this Agreement shall not be the subject of any grievance hereunder.

Section 5. The arbitrator hereunder shall be without power to alter, amend, add to, or detract from the language of this Agreement. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall submit in writing their decision within thirty (30) days after the conclusion of testimony and argument, or as soon as practicable thereafter, unless extended by mutual consent. The arbitrator shall have no power to recommend any right or relief for any period of time prior to the effective date of this Agreement.

### Section 6: Compliance

When an arbitration award is granted in favor of the Association, that award shall be complied with by the City within 30 calendar days of the date the award was granted, unless the City, in a timely fashion, seeks to vacate the award.

If the City fails to comply with a monetary award within 45 days after the date of the award, 10% interest per year shall be added unless the award is ultimately vacated by a final court judgment.

**ARTICLE VIII (8)**  
**NO-STRIKE CLAUSE**

Section 1. No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, or withholding of services. The Association agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown, or withholding of services.

Section 2. Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, or withholding of services, the Association shall forthwith disavow any such strike, work stoppage, slowdown, or withholding of services and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the Municipal Employer, the Association shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown, or withholding of services and to return to work forthwith. Should any labor organization other than the Association establish a picket line at any facility wherein employees covered by this Agreement are employed, such employees shall be required to cross such picket line only if it is reasonable to do so.

Section 3. In consideration of the performance by the Association of its obligations under Section 1 and Section 2 of this Article, there shall be no liability on the part of the Association nor of its officers or agents for any damages resulting from the unauthorized breach of the agreement contained in this Article by the individual members of the Association.

**ARTICLE IX (9)**  
**STABILITY OF AGREEMENT**

Section 1. No agreement, understanding, alteration or variation of the agreements, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

Section 2. The failure of the Municipal Employer or the Association to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Municipal Employer or of the Association to future performance of any such term or condition, and the obligations of the Association and the Municipal Employer to such future performance shall continue in full force and effect.

**ARTICLE X (10)**

## HOURS OF WORK AND OVERTIME

### Section 1.

(1) The workweek shall normally consist of five (5) days of seven (7) hours each within a calendar week beginning Saturday and ending Friday. If so required by public service schedules, employees may be scheduled to work as few as four (4) and as many as eight (8) hours on a given day and two (2) evenings in a workweek.

(2) Subject to the operating needs of the Library and the prior approval of the Division Head or delegate, employees may rearrange their schedules in order to participate in Library related programs or activities, professional meetings, or school programs provided that the employee shall total seventy (70) hours within the two-week payroll period.

(3) Employees may request, in writing, flexible scheduling for library related programs or activities, professional meetings, or personal reasons. Such requests may be granted at the discretion of the Library on the following basis: (1) the schedule shall not, in the judgment of the Library, unreasonably limit operations or service provision; (2) the requested schedule shall total seventy (70) hours within the two week payroll period; and (3) except for emergency situations or unforeseen changes in operations or services, the requested schedule must be maintained for a six (6) month period; however, consideration shall be given to reasonable requests to change the schedule so granted.

(4) It is understood that the workweek may include scheduled Sunday work at the rate of time-and-one-half the normal compensation rate in departments that are open to the public.

(5) No employee shall be required to work more than seven (7) consecutive days (counting a scheduled Sunday for this limited purpose as a day of work).

(6) No employee working part of a weekend shall be required to work any part of the following weekend unless the employee so requests.

(7) The volunteer program shall be continued in effect for the term of this Agreement.

- i. All professional staff at the PI, P2, P3 or P4 level who have completed their probationary period are eligible to bid for overtime.
- ii. Bargaining unit members will be added to the list by filling out a form indicating that they are willing to be placed on the overtime list. The initial call for this list will go out promptly upon execution of this Side Letter of Agreement and be managed by the Human Resources Office. The form shall list the departments at the Central Library and the branches, and the bargaining unit member shall check all locations where they are interested in overtime.
- iii. A spreadsheet will be created based on seniority date and grade. The spreadsheet shall identify the departments and branches where the bargaining unit member is interested in overtime. The list will be

maintained by Human Resources and updated each Wednesday. Bargaining unit members may add their name to the bottom of the list by submitting an overtime form to Human Resources. Bargaining unit employees may remove their name from the list by notifying Human Resources in writing or by e-mail.

- iv. When an overtime opportunity exists, it will be offered first to all PSA members working at the affected location. If no member at that location is able to work the shift, the list will be used, beginning with the grade of the position. Starting from the top of the list, overtime will be offered to members interested in overtime at the department or branch where the overtime opportunity exists.
- v. Those who decline the offered overtime will be moved the bottom of the list, except for persons who are already scheduled to work that shift or on scheduled leave.
- vi. If no members on the overtime list are able or willing to work the offered overtime, and coverage is still needed, an e-mail will be sent to all bargaining unit members' offering the work. Work will be assigned by the grade of the position in the order in which they respond. If no response from a member of the grade, it will be offered to the next higher grade.
- vii. To the extent that Sunday overtime hours are not filled under the volunteer program, such hours shall be filled through the overtime pool, and if there are not sufficient staff available to fill the Sunday hours, overtime will be assigned on reverse seniority.

(8) Paragraphs 1, 4, and 6 of this section do not apply to part-time employees. Part-time employees are employees who are scheduled to work no more than twenty-five (25) hours per week, unless otherwise agreed by the Library and the Association. Part-time employees shall be eligible for pro-rated benefits including sick-leave, vacation time, personal leave, and holidays. Health insurance eligibility shall be determined in accordance with Massachusetts General Law Chapter 32B.

Part-time employees shall not exceed ten percent (10%) of the employees in the entire bargaining unit, except as otherwise provided in this section. For the purposes of calculating the ten percent (10%), full-time employees who work a job share or who are on a flexible schedule, reduced schedule as an accommodation, or light duty shall not count as part-time employees.

The ten percent (10%) of bargaining unit count shall be calculated by the Library and provided to the PSA:

- i. Prior to filling a part-time position;
- ii. Prior to making a decision not to fill a vacancy within the bargaining unit or a decision to reclassify a vacant bargaining unit position outside of the bargaining unit;
- iii. Prior to making a decision to eliminate a position in the event of a layoff.

The PSA will not grieve an overage in the number of part-time employees caused by resignations, retirements, and separations from employment of full-time employees, so long as the Library has not made a decision to eliminate such full-time position(s) and is taking steps in accordance with Article XI to fill such positions.

Section 2.        *(This Section Intentionally Left Blank)*

Section 3.        Overtime may be paid or taken in compensatory time at the overtime rate, at the election of the employee, within a reasonable time after the date when the overtime was incurred. Overtime shall be paid with the approval of the Division Head; compensatory time shall be taken with the approval of either the Department Head or the Division Head. The maximum amount of compensatory time accrued shall be seventy (70) hours, and employees shall be paid for any additional time.

Section 4.        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 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.

Section 5.        The City agrees to give the Association and affected employees reasonable notice of any proposed change in scheduled work shifts and an opportunity to discuss the proposed change. Reasonable notice, except in unusual circumstances shall be fourteen (14) calendar days. In the event of failure to agree on this proposed change, the City shall have the right to institute the change and the Association shall have the right to take the matter up as a grievance under the grievance procedure.

Section 6:        All employees are to follow the City of Boston's Adverse Weather Policy.

**ARTICLE XI (11)**  
**VACANCIES**

Section 1: Notice

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.

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.

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 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.

## Section 2: Method of Selection

The selection of an employee for promotion or lateral transfer shall be made on the basis of qualifications, ability, and length of service. Where qualifications and ability are relatively equal, seniority as defined in the following Section 3 shall be the determining factor except for the situation where an applicant for lateral transfer and an applicant for promotion are determined to have equal qualifications and ability, in which case the former shall be given preference regardless of seniority. In the event that the senior applicant for the position is not selected, the Appointing Authority shall, upon written request by the Association, submit reasons in writing why said senior employee was not selected to fill the position. The Appointing Authority shall be the sole judge of qualifications and ability, provided that such judgment shall not be exercised arbitrarily, capriciously, or unreasonably. Any dispute hereunder shall be subject to the grievance and arbitration procedure.

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.

### Section 3: Definitions

(a) Seniority, for purposes of promotion, shall be measured by the length of actual and continuous service in the Boston Public Library commencing with the date of employment in a position covered by this Agreement.

(b) Seniority, for purposes of lateral transfer, shall be measured by the length of actual and continuous service in the grade within which transfer is sought. New employees wishing to apply for positions in the grade in which they are employed shall not be deemed a lateral transfer until they have been employed in said grade for a period greater than one year.

(c) Any authorized leave of absence not exceeding one year shall not result in a break of continuous service for seniority purposes.

(d) Vacancy is defined as any opening in positions within the bargaining unit and shall also include the establishment of new classifications of comparable status and the reclassification of existing positions as provided in Section 400.05(b) of the Personnel Manual.

### Section 4: Selection

Selection from among the eligible candidates shall be made within a reasonable time not to exceed one month after the close of the posting period. Notice of the selection made under this Article shall be sent by the Personnel Office directly to each applicant and the Association, and the Association shall also receive a list of all applicants within five (5) workdays after the close of the application period. Where no selection has been made, the Association shall be notified in writing five (5) working days after the close of the selection period.

Although recruitment for the Library is an ongoing process throughout the year, where no qualified applicant to fill an existing vacancy is found within the Library system and the Library decides to fill the vacancy from outside the system, recruitment efforts will be intensified so that a permanent appointment to the position can be made as soon as possible.

If no candidate is selected for a certain vacancy and the position remains unfilled for a period of six months, then the Library shall repost the vacancy and proceed in accord with the provisions of this Article.

### Section 5: Notification to the Association

Within 90 days of an employee's departure from a unit, the Library will inform the Association in writing as to its plans regarding the vacancy.

Prior to the Library's making a decision not to fill a vacancy within the bargaining unit or a decision to reclassify a vacant bargaining unit position outside the bargaining unit, the Library shall notify the Association of the vacancies in question and afford the Association an opportunity to discuss said vacancies.

#### Section 6: Filling Vacancies at Lower Levels

Where no qualified applicant to fill an existing vacancy is found within the Library system and the Library decides to fill the vacancy with a lower level position, the vacancy shall be reposted at the lower level.

The applicant selected at the lower level shall be reviewed by the immediate supervisor outside the bargaining unit, the Division Head, and the Assistant to the Director for Personnel at the end of six months and twelve months to see if the employee is performing at the level of the original vacancy. If at the end of six months or twelve months the employee is found to be performing at the higher level, the employee shall be reclassified to that higher level of the original vacancy.

Where the employee has been denied such reclassification at the end of 12 months, they may use the compensation grade appeal procedure and arbitration to determine whether they in fact is performing at the higher level of the original vacancy.

#### Section 7: Employee/Supervisor Discussions

All employees are encouraged to meet with their Department Head, Division Head, and the Assistant to the Director for Personnel on a periodic basis for the purposes of discussing their job performance and being apprised of existing and future opportunities which they would qualify for.

### **ARTICLE XII (12)** **TEMPORARY SERVICE IN A HIGHER POSITION**

Section 1. An employee who is performing, pursuant to assignment, temporary service in a position classified in a grade higher than the grade of their regular position, other than for the purpose of vacation, shall, commencing with the fifth 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.

Section 2. The Library shall have the right to make temporary assignments as long as these temporary assignments are not made for the purpose of avoiding permanent appointments to vacancies within the bargaining unit. The Library shall advise the Association of the reasons for such temporary assignments. Any question as to whether the Appointing Authority acted arbitrarily, capriciously, or unreasonably in making a temporary assignment to a vacancy within the bargaining unit shall be subject to the grievance and arbitration procedure under this Agreement.

**ARTICLE XIII (13)**  
**HOLIDAYS**

Section 1. The following days shall be considered holidays for the purposes enumerated below:

New Year's Day  
Martin Luther King, Jr.'s Day  
Presidents' Day  
Patriots' Day  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Indigenous People's Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

or the following Monday if any day aforesaid falls on Sunday.

Whenever possible, the Library will publish the dates on which holidays shall be celebrated as such information becomes available. Whenever possible, the Library will publish the dates of closings and Sunday openings as such information becomes available.

Section 2. On January 1 of each calendar year, employees currently on the payroll shall be entitled to two Swing Holidays to be used within that calendar year. Employees hired after January 1 but on or before June 30 of that calendar year shall also be entitled to two Swing Holidays to be used within that calendar year. Employees hired between July 1 and December 15 shall be entitled to one Swing Holiday to be used during the calendar year. Such holidays may be taken in hour-long units. An employee must obtain the prior approval of the Division Head or delegate as to the scheduling of the Swing Holidays. Where reasonable notice is given to the Division Head or delegate, approval will be granted provided that the scheduling of such Swing Holiday does not unreasonably limit the operations or service provision of the agency/department.

Section 3. Any full-time employee who is a bargaining unit member prior to January 1, 2014, shall receive, in addition to the holidays enumerated above, two (2) additional Swing Holidays on January 1st of each year of this Agreement, provided that the employee is on the payroll on January 1, 2014. Full-time employees who become bargaining unit members after January 1, 2014, shall not receive these two (2) additional Swing Holidays.

Section 4. Swing Holidays not used by December 31<sup>st</sup> of the year in which it was received, shall not carry over into the following year and may not be redeemed for monetary compensation at any time.

**ARTICLE XIV (14)**  
**ANNUAL LEAVE (VACATION)**

**Section 1.**

(a) Full-time employees earn annual leave from the first day of employment.

(b) Annual leave is earned at the rate of 0.4 days for each week of employment up to twenty (20) days annually. Employees with fifteen (15) years or more of service will earn annual leave at the rate of 0.5 days for each week of employment up to twenty-five (25) days annually. Effective July 1, 1997, employees with thirty (30) years or more of service will receive a sixth week of annual leave.

(c) Employees hired after June 30, 1978, shall be credited with one-half (1/2) of their annual leave upon completion of their first six (6) months of employment, and may use this leave thereafter. On the July 1 or January 1 next following, they shall be credited with a pro rata amount of credit (equivalent to what they would have received if they resigned on that date), and they shall receive credit for one-half (1/2) of their annual leave on successive dates of July 1 and January 1 thereafter.

Employees hired prior to July 1, 1978, who, pursuant to prior Agreements, receive credit for their annual leave on January 1 and July 1 shall continue to do so.

(d) At any time an employee shall be allowed to carry their annual allotment of annual leave plus five (5) days. Permission to carry more than the above will be granted only with the express written permission of the Division Head, and failure to obtain such permission will result in the cancellation on January 1 of unused annual leave in excess of the above.

(e) Scheduling of annual leave is at the discretion of the Division Head. No employee may take annual leave without permission of the Division Head.

(f) Earned compensatory time or overtime may be taken as leave during the first six (6) months of employment, at the option of the new employee.

**Section 2.**

Employees who leave the service of the Library will be permitted to use all accrued annual leave prior to the last day of employment.

**Section 3.**

Service with the Commonwealth of Massachusetts, the City of Boston, or County of Suffolk shall be included in computing length of service for the purpose of determining annual leave.

**Section 4.**

Whenever an employee is certified as too ill to work during five (5) or more consecutive working days during a vacation period, they may at their option, after returning to work, charge one half of those days to sick leave and have restored as vacation for future use one half of the time they were ill.

Section 5. Any employee returning from Military Leave shall be granted vacation leave in accordance with the City's Military Leave Policy.

Section 6. Vacation accrual, if any, for an employee on Military Leave, shall be in accordance with the City's Military Leave Policy.

Section 7. No more than one (1) year of disability leave (Worker's Compensation) may be counted toward the length of continuous active service.

**ARTICLE XV (15)**  
**SICK LEAVE**

Section 1: Sick Leave Accrual

(A) Effective January 1, 1981, and each July 1 thereafter, all employees shall receive 7 1/2 days of sick leave for use during the 6-month period except that new employees shall receive 1 day per month for each month of the year they are employed until the beginning of the next six month interval.

(B) On December 31 of each year, the unused portion of each employee's sick leave will be remanded to their personal sick leave bank.

(C) ***This Section Intentionally Left Blank.***

(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 Departments. However, sick leave time accumulated elsewhere will not be counted toward the benefits of paragraphs A and B of Section 6 of this Article.

(E) An annual report of sick leave shall be made available upon request.

Section 2: Payment for Use of Sick Leave

(A) No employee shall be entitled to payment of sick leave without loss of pay as provided in Section 1 of this Article unless (a) the employee has notified their immediate supervisor of the absence and the cause thereof before the expiration of the first hour of each day of absence or as soon thereafter as practicable; (b) the employee is unable to work due to illness, injury, exposure to contagious disease, or medical or dental appointments, or as provided in Section 2(C); and (c) the Appointing Authority has approved such request.

For periods of absence of five (5) consecutive working days or more, the Appointing Authority may require, as a condition precedent to their approval of such request for payment, evidence in the form of a health care provider's or physician's certificate indicating the dates of the incapacity, the necessity of such absence from work, and containing the health care provider's or physician's signature and address.

On, or within four weeks after the last day of each payroll week in which any such period of absence occurs, the employee or, in case of their incapacity

evidenced by a physician's or health care provider's certificate attached, or in case of their death, a person acting in their behalf, must submit in writing, on a form furnished by the Personnel Office, a request for leave without loss of pay for such period of absence.

(B) Absence for illness in excess of accumulated balances will be charged to annual leave or, if none remains, to pay.

(C) Up to ten (10) days of existing sick leave annually is to be allowed for immediate family or household illness.

### Section 3: Extended Sick Leave Fund

An extended sick leave fund (hereinafter the "Fund") shall be established according to the following terms and conditions.

(a) The Fund shall be administered by a committee designated by the Association.

(b) The purpose of the Fund shall be to permit employees who have exhausted their paid sick leave accumulation to continue on paid sick leave by withdrawing paid sick leave days from the Fund.

(c) The Fund shall be the accumulation of contributions by individual employees. Individual employees may contribute to the Fund between one (1) and three (3) whole day(s) of paid sick leave each year from their personal accumulation. The Association shall notify the Library in writing on or before June 30 of each year the names of contributing employees and of the amounts contributed; said notification shall state that contributing employees irrevocably waive any personal rights to use or take advantage of the contributed days, and irrevocably waive any legal or equitable relief or recourse against the Library or against the Association relative to the Sick Leave Fund. Said notification shall be signed by contributing employees; upon said notification the Library shall reduce the accumulation of contributing employees accordingly; upon notification contributing employees may, according to the terms of Section 2(d) below, request withdrawals from the general Fund.

(d) Only contributing employees who have exhausted their personal leave accumulation shall be allowed to withdraw from the Fund. Said withdrawals shall be requested by the employees, and must be approved by the Committee. (The Committee may approve withdrawal requests up to the balance remaining in the general Fund.) Except with Library approval, which approval shall not be unreasonably withheld, the Committee shall not approve withdrawal requests for more than ten (10) days per contributing employee per calendar year. The Committee can approve requests for withdrawals, in addition to the initial ten (10) days, in two successive blocks of thirty (30) additional days per request per calendar year, provided that said request is accompanied by sufficient medical documentation, submitted to the Library's Personnel Office. Approval by the Library of the two additional thirty-day blocks shall not be withheld without good reason. One additional block of thirty (30) days can be granted thereafter,

only by specific, mutual agreement of the President of the Library and the Committee.

(e) The Committee shall timely notify the Library in writing of approved withdrawals. The Library shall then adjust payroll and personnel records accordingly, except that, notwithstanding Committee approval, under no circumstances shall an employee who would not have been entitled to a paid sick leave benefit according to the terms of Section 2 of this Article be extended a paid sick leave benefit.

(f) Decision of the Committee shall be binding on contributing employees. The grievance provisions of this Agreement shall not apply regarding Fund decisions, except that the Association may grieve the issue of whether the Library unreasonably withheld approval of Committee approval of withdrawal requests for more than ten (10) days. Decisions shall, in any event, be fair and equitable.

(g) The Committee may, after consultation with the Library, draft rules for administering the Sick Leave Fund consistent with these provisions.

(h) In the event that an employee does not utilize all of the time granted from the Extended Sick Leave Fund due to death, retirement, resignation, termination or recovery, the unused portion shall be returned to the Fund.

(i) Upon converting unused sick leave time as per the terms of Section 6 (B), an employee may donate some or all of the converted time to the Extended Sick Leave Fund in lieu of being paid for it.

#### Section 4: Certification of Fitness to Work

Employees certified as able to work by their own physician cannot be refused work pending examination by a City physician. If the employee's physician and the City physician disagree in any case as to the employee's "fitness" to work, they will jointly designate a third physician, who at the City's expense will examine the employee and render an advisory medical opinion, in writing, as to the employee's "fitness" to work, copies of which will be sent to the City physician and the employee's personal physician. If they are unable to jointly agree on a third physician, a physician will be selected by them from a list established or suggested by the Commissioner of Public Health of the Commonwealth of Massachusetts. That physician, at the City's expense, will examine the employee and render an advisory medical opinion as stipulated above.

#### Section 5: Use of Sick Leave for Occupational Disability

An employee on leave because of an occupational disability may take such of the sick leave allowance to which they are entitled under this Article as, when added to the amount of any disability (Workers') compensation, will result in the payment to the employee of their full salary for any particular workweek. Up to five (5) days' sick leave credit will be returned to an employee's accumulated sick leave when such employee has used sick leave allowance between date of injury

on the job and date disability (Workers') compensation is awarded, except that such sick leave shall be offset proportionately by a disability benefit that is awarded retroactively to date disability was incurred.

The City's Light Duty for Worker's Compensation Policy of July 1,2012 is applicable to all employees in this bargaining unit. Notwithstanding this Policy, an employee who fails or refuses to report for light duty is not absent without leave (AWOL) where such absence qualifies as paid leave under this Agreement or paid or unpaid leave under the Family and Medical Leave Act. An employee who qualifies for such leave and who is unable to work in their regular assignment is entitled to refuse such offer of light duty for so long as they remain eligible for payment of sick leave (including from the Extended Sick Leave Fund) as provided in this Agreement and/or FMLA leave.

Section 6: Conversion of Sick Leave to Annual Leave

(A) At the employee's option any accumulation of sick leave in excess of 150 days may be converted to annual leave at the rate of one (1) annual leave day for each three (3) sick leave days. Such option must be requested in writing and once exercised may not be revoked at a later time. The maximum accumulation is 250 days, and all unused sick leave above that will be converted to annual leave at the rate of one (1) annual leave day for each three (3) sick leave days.

(B) In the last year before retirement, and if time permits, an employee may convert the first 150 days of unused sick leave time to annual leave at the rate of one (1) annual leave day for each four (4) sick leave days, and all days over 150 at one (1) for three (3).

(C) When an employee contemplates leaving the service of the Library due to retirement: (a) the employee may utilize the conversion of sick leave to annual leave subject to the provisions of Article XV, Section 6(B); or (b) the employee may redeem 27 % of the employee's total accumulated sick leave to be paid in a lump sum at the employee's rate of pay at the time of retirement.

(D) If the employment of an employee with accrued but unused sick leave is terminated by death, the employee's estate shall be paid an amount equal to 27% of the deceased employee's total accumulated sick leave at the time of death minus normal and standard deductions.

Section 7: Sick Leave Redemption

An employee who has used fewer than five (5) sick days in the twelve-month period ending December 31 of any year in which this Agreement is in effect may elect to redeem sick days in a lump sum cash payment in accordance with the following schedule:

Sick Days Used

0

Cash Redemption

5 days' pay

1	4 days' pay
2	3 days' pay
3	2 days' pay
4	1 day's pay
5	0 day's pay

The per diem rate will be the employee's rate on December 31 of that year as specified in the Pay Schedule, inclusive, in force on December 31 of that year.

During January the City will notify each qualifying employee of their redemption options. An employee may elect to redeem all or part of their entitlement in full days. Unredeemed sick leave days will be accumulated in the normal manner.

An employee must have been employed by July 1 in the year of hire to be eligible for sick leave reimbursement on a prorated basis. Employees with less than six (6) months continuous service are not eligible.

Section 8: City of Boston's Family Medical Leave and Attendance Policies

Employees covered by this Agreement shall be covered by the City of Boston's Family and Medical Leave Policies, and Attendance Policies. To the extent there is any conflict with terms of these Policies and the terms and conditions of the Collective Bargaining Agreement, the Collecting Bargaining Agreement shall prevail.

**ARTICLE XVI (16)**  
**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:

(A) Military and Veteran Leave

(i) Attendance by an employee who is a veteran as defined in Section 21, Chapter 31, of the General Laws as a pallbearer, escort, bugler, or member of a firing squad or color detail, at the funeral or memorial services of a veteran, as so defined, or of any person who dies under other than dishonorable circumstances while serving in the armed services of the United States in time of war or insurrection.

(ii) Attendance by an employee who is a veteran as defined in Section 21, Chapter 31, of the General Laws as a delegate or alternate to state or national conventions of certain veterans' organizations as designated from time to time, during the life of this Agreement, by the Mayor.

(iii) Every employee covered by this Agreement shall be granted military leave consistent with the City of Boston's Military Leave Policy as of July 1, 2012. Nothing in the City's Military Leave Policy shall be used to diminish an employee's pension rights.

(B) Professional Activities

(i) Attendance at job-related/professional librarian classes, workshops, seminars, or educational or other programs required or authorized by the Library.

(ii) Attendance at in-service training programs sponsored by the Library to foster professional development.

(iii) Attendance at programs and conferences of appropriate professional library or library-oriented organizations. In the event that more than one member of a unit wishes to attend, preference will be given on the basis of these criteria in the following order:

1. Organization of or participation in the program or conference;
2. Date of membership in such organization; and
3. Date of application to the Library for approval.

(iv) Approval to attend such events shall be rotated among the applicants to such program or conference in each unit of the Library. The Library will make reasonable efforts to accommodate the employee's schedule if there is a conflict between the employee's scheduled hours of work and the conference.

(C) Health and Disability

(i) Prophylactic inoculation required by the Municipal Employer.

(ii) Red Cross donations.

(iii) Medical examinations for retirement purposes.

(iv) Attendance at hearings in Workers' Compensation cases as the injured person or as a witness. Any witness fees received by such injured person or witness shall be remitted to the Municipal Employer.

(v) Emergency medical treatment for employees injured during performance of assigned work. Employees who have returned to regular duty or to light duty after having been injured during performance of assigned work will be permitted reasonable time off without loss of pay for the purpose of attending follow-up physician's appointments which cannot be scheduled during off-duty hours.

(D) Civic and Legal Obligations

(i) Voting time up to a maximum of two (2) hours for voting in a state, municipal, or other election, provided that the hour of opening and closing the polls in the city or town in which an employee is registered to vote would preclude them from voting outside regular working hours, taking into consideration travel time from the polls to their regular place of employment, or vice versa.

(ii) Attendance at court or administrative agency hearings by subpoena as a witness in matters involving the Library or related to the individual's employment with the City.

(iii) An employee required to serve on a jury will be paid their regular salary less the money received for their services as a juror.

(E) Parental Leave

(i) 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)

- (ii) 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.
- (iii) 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.
- (iv) 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.
- (v) 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, when foreseeable
- (vi) 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.

- (vii) Upon returning to work from parental leave the employee shall regain the employee's previous position without loss of seniority or longevity.

## Section 2, Funeral and Bereavement Leave

(A) In the event of the death of a spouse, domestic partner (as defined in City of Boston Ordinance 12-9A), parent, 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), an employee who is in active service at the time of such death shall be entitled to receive, upon notification to their 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 an aunt, uncle, niece or nephew, of 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, 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.

(B) If an employee qualified under this Section requires additional leave for bereavement purposes due to the death of someone specified under Section 2(A), additional days leave taken for such purposes shall be deducted from sick leave allowance, personal leave, or annual leave, if any.

(C) All employees shall be permitted up to one (1) day's leave without pay, but without the loss of accrual of seniority, in order to attend the funeral of an individual to whom the employee bears a work or personal relation. An employee may choose to use personal or annual leave, if any, for this purpose. Employees shall provide their supervisors with as much advance notice as possible.

## Section 3: Personal Leave

(A) All employees covered by this Agreement who have completed six (6) months of continuous active service for the Library shall be granted up to three (3) personal leave days each calendar year. Such leave shall be taken in units of not less than a half (1/2) hour and not more than 14 hours (fractions of a half (1/2) hour shall be deemed a half (1/2) hour). Except in emergency situations no employee shall use personal leave on the day before or after a holiday or on the day before or after annual leave. Personal days may not be accumulated, redeemed for monetary payment or carried forward to the following year.

(B) Except in emergency situations, an employee must obtain the prior approval of the department or agency head as to the scheduling of personal leave. Where reasonable notice is given to the department or agency head, approval will be

granted provided the scheduling of the personal leave does not unreasonably limit the operations or service provision of the agency or department.

(C) Employees who have not completed six (6) months of continuous active service for the Library shall be granted personal days on a prorated basis.

Section 4: Cancer Screening

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.

**ARTICLE XVII (17)**  
**LEAVES OF ABSENCE WITHOUT PAY**

Section 1: Military Leave

Every employee covered by this Agreement shall be granted military leave consistent with the City of Boston's Military Leave Policy as of July 1,2012. Nothing in the City's Military Leave Policy shall be used to diminish an employee's pension rights.

Section 2: Other Reasons

The Library may in its sole discretion allow a leave of absence for up to one year for personal reasons, such as travel, study, or for the uncustomary care of a family or household member, or for professional reasons. Applications for such leave should be made to the Supervising Manager in writing. Approval of such leave is at the discretion of the Supervising Manager in accordance with the needs and requirements of the Library. At the request of the PSA the Supervising Manager accompanied by the Chief of Human Resources will meet with the PSA and the employee, if available, to discuss any denial and/or to request reconsideration of the denial. The employee must use any accumulated annual leave for this purpose. The employee may use swing holiday time for this purpose. Employees who are eligible for sick leave under Article XV, Section 2 A and/or C must use accumulated sick leave for this purpose.

Upon returning to work the employee shall be restored to a position and pay status not less than that obtaining at the time of their departure and without loss of seniority or longevity, except that for any leave of absence of three months or less the employee shall be restored to their previous position.

Section 3: *(This Section Intentionally Left Blank)*

Section 4: Family and Medical Leave Act

Employees may also be entitled to other non-contractual rights under the Family and Medical Leave Act. This Section 4 is for informational purposes only and shall not be subject to the grievance and arbitration procedure in Article VII.

**ARTICLE XVIII (18)**  
**JOINT COMMITTEES**

Section 1: Professional Staff-Management Committee

The Association and the Boston Public Library shall form a Professional Staff-Management Committee which shall meet bi-monthly for the purpose of discussing any matters pertaining to new or existing programs, policies, or physical facilities within the Library system, and problems with respect to administering this Agreement.

Each party shall designate five (5) members to the Committee. The Management members shall consist of the Director of the Library, the Associate Director, the Assistant Directors or their delegates. One Management member must be present at each meeting, and a total of three (3) members or delegates for each side shall constitute the necessary quorum for conducting a meeting.

The parties shall mutually agree on a meeting date during the first week of each month in which the Committee is to meet. Each party shall provide to the other party, at least one week in advance of the meeting, a written agenda of matters to be discussed. Where neither party has provided an agenda to the other party, the meeting shall be considered canceled.

The parties agree that the subject of promotional opportunities for bargaining unit members into higher graded positions in the Library shall be an appropriate subject for the Professional Staff-Management Committee.

The Professional Staff-Management Committee will discuss options for child care programs.

Section 2: Committee on Part-Time Employment

The parties agree to review the use of part-time employment and job-sharing opportunities within the Library. Each party shall designate an equal number (not to exceed four) of representatives for the Committee. Any agreement reached is subject to PSA Executive Board ratification and approval by the Library President or designee. The Library shall have the right to implement modifications to part-time employment and job-sharing opportunities upon which mutual agreement of the parties has been reached.

Section 3: *(Section Purposefully Left Blank)*

**ARTICLE XIX (19)**

## MISCELLANEOUS

### Section 1: Administrative Communications

(A) All administrative acts and decisions affecting members of the bargaining unit shall be announced by General Administrative Notice (GAN) which shall be the only official vehicle for such announcements. Such notices announcing administrative acts and decisions shall be issued within a reasonable time prior to the effective date of the acts and decisions announced therein.

(B) The Personnel Action Report (PAR), or in the discretion of the Library, a simplified leave request form, shall be the only official vehicles through which administrative actions involving members of the bargaining unit may be requested or initiated.

(C) All administrative notices shall be posted on library bulletin boards for inspection by employees. A file of all official notices and library publications pertaining to personnel shall be kept in the Personnel Office and shall be available for inspection by employees on request, at reasonable times, made to the Assistant to the Director for Personnel or delegate.

(D) Personnel changes within the bargaining unit, including grade change, location change, transfers, name changes, home address changes, leaves of absence, new employees and employees who have left library service, shall be provided to the Association on a monthly basis, during the last week of the month, in print via interdepartmental mail or electronic mail in order that the Association may keep its seniority list current.

(E) An employee may file a PAR through normal supervisory channels requesting a revision of their assigned job description. The Personnel Office will review all such requests and shall allow the employee to participate in such review.

(F) The Library will provide the following information to the Association on a semi-annual basis: (a) a roster of the current Association membership, including name, professional title and grade, department, leaves of absence (where applicable), service date, and hire date.

### Section 2: Employee Files

(A) No material derogatory to an employee's conduct, service, character or personality shall be placed in the personnel files unless the employee has had an opportunity to read the material. The employee shall acknowledge that they have read such material by affixing their signature on the actual copy to be filed. Such signature does not necessarily indicate agreement with its contents, but merely signifies that the employee has read the material to be filed.

(B) The employee, within thirty (30) calendar days after notice of the action taken under Section 2(A), shall have the right to answer any material filed, and such answer shall be attached to the file copy.

(C) Any employee shall have the right, on request at reasonable times, to examine all material in their personnel file in the presence of an officer in the Personnel Office. A copy of any such material shall be furnished the employee at their request.

### Section 3: Personnel Manual

(A) Those sections of the Personnel Manual not inconsistent with the provisions of this Agreement are hereby incorporated into the Agreement.

(B) Each operating unit of the Library shall have a copy of the Personnel Manual available for inspection by the employees.

### Section 4: City Residency

Members of the bargaining unit must be residents of the City of Boston in accordance with the City of Boston's Residency Ordinance (Ord. 1976, c. 9 as amended), except that after ten (10) years of active service from the date of hire with the City of Boston, bargaining unit members will be exempted from the Residency Ordinance.

### Section 5: Savings Clause

(A) Should any provision of this Agreement be held unlawful by a court or administrative agency of competent jurisdiction, all other provisions of this Agreement shall remain in force for the duration of the Agreement.

(B) The rights and benefits of employees provided in this Agreement are in addition to those provided by the City, State and Federal law, rule and regulation, including, without limitation, all applicable pension laws and regulations.

### Section 6: Direct Deposit

Effective ninety (90) days after this Agreement becomes effective, all members of the bargaining unit shall be required to receive their compensation via direct deposit, if such arrangement has not already been made by the employee prior to that date.

### Section 7: MBTA Pass Benefit

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.

#### Section 8: Criminal Offender Record Information ("CORI")

As a condition of employment for a voluntary transfer, promotion or recall from layoff to a position with unsupervised contact with children 18 years of age or less, the disabled or the elderly, an employee will be required to authorize the employer to obtain and review the employee's criminal offender record information (CORI) from the Department of Criminal Justice Information Services (DCJIS) or its successor. The City shall maintain a Criminal Offender Record Information Policy and Procedure that meets the minimum requirements in 803 CMR 215 and shall comply with state-mandated storage, retention and destruction guidelines for CORI records.

Each member of the bargaining unit is subject to Criminal Offender Record Information checks on a yearly basis or upon selection for internal position. Each member will give their consent to the Boston Public Library so that the Boston Public Library may run this review from the appropriate state entity. Contents of the bargaining members CORI will remain confidential and not maintained in the member's personnel file. The Boston Public Library will report any findings to the member and the Union President only.

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.

### **ARTICLE XX (20)** **ASSOCIATION BUSINESS**

#### Section 1: Association Officers & Authorized Representatives

The Association shall furnish the Director of the Library or designee with a list of its officers and authorized representatives and shall promptly notify the Director or designee in writing of any changes therein.

#### Section 2: Paid Leave of Absence for Association Business

(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 for members of the Executive Board of the Association to attend one (1) Executive Board meeting per month.

(B) Reasonable time off with pay and without the loss of accrual of seniority shall be allowed for the investigating and processing of grievances. Up to five (5) representatives of the Association may request leave for this purpose to the employee's immediate supervisor specifying the nature of the requested absence.

(C) The Association Executive Board shall be excused from duty without loss of pay or the accrual of seniority for the purpose of time spent in contract negotiations.

(D) In the event that a citywide committee is established to investigate options for the provision of child care, one representative of the Association will be allowed time off without loss of pay or the accrual of seniority for the purpose of attending the meetings of this committee.

### Section 3: Association Use of Premises

Association meetings shall be allowed in the Central Library buildings outside normal work hours so long as the time and place of the meetings have been approved.

### Section 4: Bulletin Boards

Bulletin board space will be provided for Association announcements in each library building. Such announcements shall not contain anything political, denunciatory, or inflammatory, nor anything derogatory of the Municipal Employer or any of its officers or employees. Any Association-authorized violations of this Section shall entitle the Municipal Employer to disregard its obligations under this Section.

### Section 5: Annual Conventions

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 AFL-CIO. Leave under this Section 5 shall not exceed twelve (12) days in the aggregate per fiscal year.

## **ARTICLE XXI (21)** **SAFETY AND HEALTH**

Section 1. Both parties to this Agreement shall cooperate in the enforcement of safety rules and regulations. Complaints with respect to unsafe or unhealthy working conditions shall be brought immediately to the attention of the employee's superior and shall be a subject of grievance hereunder.

The Municipal Employer and the Association shall establish a joint safety committee consisting of representatives of each party in each department for the purpose of promoting sound safety practices and rules. One-half hour prior to each Committee meeting, the Association representatives shall be allowed to meet on their own.

Section 2.

When the THI indicator reads 80.0 the Library will grant heat relief provided that the temperature is 88 degrees or higher and that the humidity is 50% or greater.

For areas without air conditioning:

Measurements for heat relief will begin to be taken no later than the earlier of 11:00 a.m. or when the temperature reaches 88 degrees and as needed throughout the day thereafter. Within an hour of determining that the level of heat is reached, heat relief will be declared. When an area is designated for heat relief, staff members will be equitably rotated between air-conditioned units and their area. In that air-conditioned area the employee may be assigned to 1) perform services necessary to the operation of the air-conditioned unit, 2) perform their own work in the air-conditioned unit or 3) engage in professional development activities, including, but not limited to, professional reading, enhancement of technical skills or enhancement of job-related requirements.

To the extent possible, no staff member will be assigned to work over 2 consecutive hours in a designated heat relief area. Staff members will receive compensatory time for all time assigned in the designated heat relief area provided that the employee is in the assigned area for at least thirty minutes.

For emergency conditions in normally air-conditioned units:

Measurements will be taken as needed. Measurements for heat relief will begin to be taken no later than the earlier of 11:00 a.m. or when the temperature reaches 88 degrees and as needed throughout the day thereafter. Within an hour of determining that the level of heat is reached, heat relief will be declared. When heat relief is granted, the Library will either close the building or shall have a skeleton staff remain on duty. Skeleton staff remaining on duty shall receive compensatory time at a later date.

The Library may assign employees granted heat relief to air-conditioned units where the employee may be assigned to 1) perform services necessary to the operation of the air-conditioned unit, 2) perform their own work in the air-conditioned unit or 3) engage in professional development activities, including, but not limited to, professional reading, enhancement of technical skills or enhancement of job-related requirements. In branch locations staff will only be assigned to other locations provided that there are at least three hours remaining in the workday.

If employees are assigned hereunder, the Library agrees to make the assignments as soon as possible after the granting of heat relief.

Section 3.

When the temperature reaches 55 degrees or lower, the Library will consider declaring cold relief.

When the Library determines that cold relief will be granted, it will do so within one hour of that determination. At that time, the Library will either close the building or shall have a skeleton staff remain on duty. Skeleton staff remaining on duty shall receive compensatory time at a later date.

When an area is designated for cold relief, staff members may be equitably rotated between heated units and their area. In that heated area the employee may be assigned to 1) perform services necessary to the operation of the heated unit, 2) perform their own work in the heated unit or 3) engage in professional development activities, including, but not limited to, professional reading, enhancement of technical skills or enhancement of job-related requirements.

If employees are assigned hereunder, the Library agrees to make the assignments as soon as possible after the granting of cold relief.

**ARTICLE XXII (22)**  
**COMPENSATION**

**Section 1.**

Effective FPP October 2020→2% base wage increase.  
Effective FPP October 2021→1.5% base wage increase.  
Effective FPP October 2022→2% base wage increase.

The City will compensate employees within ninety (90) calendar days from the date the City Council approves the funding of this Agreement.

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. Notwithstanding paragraph 1 above, create a new Step 8 which will be two and one half percent (2.5%) greater than the then existing Step 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)

**Section 1A**

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.

**Section 2.**

All employees who have earned an additional Masters Degree in a subject area in addition to their Masters in Library Science shall receive annual additional compensation of \$600. Degrees earned after the execution of the Agreement must be job-related.

**Section 3.**

Every permanent employee whose position is classified in a pay grade with a prefix "P" shall, upon completion of one year, two years, three years, four years, five years, and six years of service in the position, be advanced to the rate specified for the grade of the position in the next numerically numbered column, if any, for said grade.

- Section 4. Employees classified in the pay grade with the prefix "PP" shall, upon completion of the qualifications set forth in Section 305.05 of the Personnel Manual, be advanced to the appropriate rate specified for the position.
- Section 5. Salary increases are calculated based on the current weekly salary rates. The annual salary included in the salary schedule is an estimate calculated by multiplying the new weekly salary by 52, which represents 52 weeks in a year and is a generally accepted method of calculating an estimated annual salary. 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. Except as otherwise provided for Pre-Professionals, pay steps will be based upon length of service in grade and will be received automatically in the first full payroll of the month of the employee's appointment in each year.
- Section 6. Effective the first pay period after July 1, 2005, all employees with ten (10) years or more of service shall be paid an annual longevity benefit of \$1,200 which shall be increased to \$1,700 upon completion of fifteen (15) years or more of service. Longevity payments shall be made on a weekly prorata basis.
- Section 7. (a) On the promotion of an employee within the Professional Library Service to a higher pay grade, said employee's pay increase shall be at least equal to two (2) steps in the new pay grade. Except for the addition of longevity increments, as provided in Section 6 of this Article, the new salary shall not exceed the maximum of the new grade.
- (b) Where an employee within the Professional Library Service is receiving a longevity increment(s) and is promoted, after their pay increase has been determined on their base pay as in paragraph (a) above, the longevity increment(s) shall be added thereto. An employee receiving longevity increments on promotion in this manner, but who has not reached the maximum salary for the grade to which they are promoted shall receive the annual step increase to maximum with the longevity increment(s) added each step.
- Section 8. Compensation due deceased employees shall be paid to the designated beneficiary, then to the estate of the employee in accordance with Massachusetts General Laws, Chapter 41, Section 111I.
- Section 9. Any employee who is permanently separated from employment shall receive a payment for any and all accrued but unused vacation hours and compensatory time.
- Section 10. Employees who resign and subsequently are re-employed within six (6) months shall be placed in the salary step which they held at the time of resignation, and shall be credited with all service-related benefits other than sick leave which they held at the time of resignation and which are not in contradiction of law or executive order.
- Section 11. 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 them.

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

Section 12. The City's contribution to all group hospitalization insurance premiums shall be as follows:

A. Effective the first pay period in January 2008 the City's rate of contribution for all approved and authorized health maintenance organizations shall be 87.5%. The employee's rate of contribution for all approved and authorized health maintenance organizations shall be 12.5%.

B. Effective the first pay period in January 2009 the City's rate of contribution for all approved and authorized health maintenance organizations

shall be 85%. The employee's rate of contribution for all approved and authorized health maintenance organizations shall be 15%.

C. Effective the first pay period in January 2008 the City's rate of contribution for all approved and authorized point of service products shall be 82.5%. The employee's rate of contribution for all approved and authorized point of service products shall be 17.5%.

D. Effective the first pay period in January 2009 the City's rate of contribution for all approved and authorized point of service products shall be 80%. The employee's rate of contribution for all approved and authorized point of service products shall be 20%.

E. Effective July 1, 2008, the City shall cease to offer Master Medical to bargaining unit members. The City shall offer the indemnity PPO known as Blue Care Elect Preferred or equivalent coverage. The City's rate of contribution for the indemnity PPO shall be 75%. The employee's rate of contribution shall be 25%.

F. Adoption of M.G.L. Chapter 32B, Section 18:

i. The Union shall not oppose legislation that would allow Cities and Towns to adopt Section 18 and have the option of applying the provisions of Section 18 prospectively.

ii. In the event the legislature takes no action on the above-mentioned matter by June 30, 2008, the Union shall not oppose the adoption of Section 18, in its current form, by the Boston City Council.

iii. Upon the adoption by the Boston City Council of Section 18, the City will meet with the Union and bargain over the impact that the adoption will have on current members upon their retirement. Such bargaining shall be separate mid-term bargaining and shall not be a part of any bargaining for successor collective bargaining agreements even if the parties are then engaged in successor negotiations.

Section 13. No monies shall be paid under this Agreement unless and until the funds necessary to implement this Agreement have been appropriated.

Section 14. Tuition Reimbursement

(A)A Committee, made up of 2 BPLPSA members and 2 exempt managers will accept and render determinations on requests for tuition reimbursement twice a year, effective July 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. 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) 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.

Section 15. The provisions of Section 18 of Chapter 190, Acts of 1982, are incorporated into this Agreement.

Section 16. The City agrees to seek to join the Massachusetts Public Employees Fund in order to effectuate a dental/vision plan for its employees subject to the following terms:

- a. Effective January 1, 2001, the City shall commence contributions, not to exceed \$10.44 per week per employee, to the Fund. Effective October 1, 2006, the City's contribution will increase from \$10.44 to \$12.50 per week per employee to the Fund.
- b. Effective July 1, 2001, the dental/vision plan shall be available to employees.
- c. No dispute or claim relative to any and all aspects of the dental/vision plan, including, but not necessarily limited to claims related to the Fund's administration of such plan, the level of benefits provided by such plan, and/or any modifications to such plan, shall be subject to Article VII (Grievance Procedure) of the collective bargaining agreement.

#### Section 17. Health Insurance Opt-Out

Effective at the next open enrollment period in 2009, bargaining unit members declining the City's health insurance benefit shall be eligible for the City's opt-out insurance benefit pursuant to the City's health insurance policy. Those bargaining unit members shall receive fifteen hundred dollars (\$1,500) annually for opting-out of an individual plan or twenty-five hundred dollars (\$2,500) annually for opting-out of a family plan under the above-mentioned policy. ~~The City retains the right to amend, modify, or discontinue this Health Insurance Opt-Out program upon 30 calendar days prior notice to the PSA.~~

#### Eligibility

To participate employees must currently be enrolled in or have been enrolled in health insurance through the City of Boston for at least one year and drop the coverage during the Open Enrollment period.

Employees are eligible for the payment if they have coverage under another plan. Other plans include:

- a. Employee spouse's/partner's plan (as long as they are covered by someone other than the City of Boston, Boston Water and Sewer Commission or the Boston Public Health Commission);
- b. A private plan;
- c. A plan offered through a second employer (if employee has another job that provides health care benefits); or
- d. A retiree health plan from an employer other than one of the City of Boston groups.

Employees must remain eligible for health insurance to participate in the Health Insurance Opt-Out Program. Employees seeking to receive the family plan Opt-Out payment must provide proof of their eligibility for family coverage at the time such employees seek to participate in the Opt-Out program and annually thereafter. Employees who are no longer eligible for family plan coverage will be eligible for the individual plan Opt-Out benefit.

#### Section 18. Total Compensation Survey – Grade P1

The City shall, through a public bidding process engage a consultant to perform a survey of total compensation for grade P1 librarians at comparable and/or competitive library systems. The City shall pay no more than twenty thousand dollars (\$20,000) for the survey. Should the cost of the survey be more than twenty thousand dollars (\$20,000), the additional money shall be paid using funds in the PSA Library Staff Development Fund, and such fund shall be reduced accordingly. Prior to the RFP being published, the City will provide the PSA president with a copy for review. The survey of P1 librarians shall include, but is not limited to a review of compensation, benefits, paid leave entitlements, length of work day and work year, availability of other compensation such as but not limited to stipends for a second Masters degree, and eligibility for overtime. The survey is focused on entry level librarians with MLS degrees without supervisory responsibilities for other librarians. The survey will be completed by September 2009.

### **ARTICLE XXIII** **LAYOFF DISPLACEMENT AND RECALL**

Section 1. Layoff shall be defined as an employer-initiated separation of an employee from service with the Library because of lack of work, shortage of funds, curtailment of services, elimination of positions, or any other reason except for voluntary separation. Layoff does not include the discharge of an employee for cause. It is understood that the provisions of Section 12 of this Article govern displacement in lieu of layoff as it is defined herein, and do not govern displacement which results from layoff.

Section 2.

If a layoff becomes necessary it shall occur as follows:

(A) The least senior employee shall be laid off first provided that a more senior employee has the qualifications and ability for the position.

(B) Seniority for the purpose of layoff shall be calculated by the length of service within the bargaining unit. Additionally, each two (2) years of service in the Library Department outside of the bargaining unit shall count as one (1) year of bargaining unit service.

(C) The Library Department shall endeavor to provide one month's advance notice of layoff. If said notice is not provided, then the employee shall be entitled to one week's pay for each week they did not receive said notice up to a maximum of four (4) weeks pay. This payment shall be in addition to any other compensation or benefits due to the employee.

No employee who is laid off from work or displaced from their original position pursuant to this Article shall be entitled to any added compensation from the employer other than as provided above.

(D) Any grievance relating to this section must be filed within five (5) calendar days of notice of layoff, and if not resolved must be moved to expedited arbitration according to the rules of the American Arbitration Association within five (5) calendar days after initial filing.

Section 3.

Following notification of layoff to the least senior members of the bargaining unit, the remaining employees shall be given the opportunity to exercise the following bumping rights:

Employees in positions to be vacated shall exercise their seniority in displacing other employees through the following procedure. First, employees in positions saved who are the least senior members of the bargaining unit shall be removed from their positions; these positions then will be defined as "vacated positions" for purposes of displacement.

Beginning with the highest grade level with incumbents in positions to be vacated and most senior incumbents to be laid off or displaced and continuing at each successive lower grade level, a displacing employee shall be informed of any available vacancies and/or any "vacated positions" in their grade level and may elect to bump into any for which they are qualified.

It is understood that in no case shall an employee displace another employee whose seniority for layoff purposes is greater than that of the displacing employee. It is further understood that no displacing employee shall bump into a grade higher than their original grade. Should an employee decline their options or fail to have options by virtue of seniority at any grade level, the employee will then move to the next lower grade and relinquish rights to any previously

tendered positions. The employee shall retain the original grade in regards to recall rights.

Any "vacated position" not selected by displacing employees shall be filled by recalling the most senior employee qualified to fill the position.

Any incumbent to a position who holds "Acting" status by either temporary assignment or appointment to a temporary vacancy, and who is displaced by a more senior employee shall be returned to their permanent position before exercising their displacement rights.

Section 4.

In the event that any employees have the same seniority date as defined in Section 2 (B) above, their relative seniority shall be determined first by their relative seniority in the paygrade, and second by the last digit(s) of the employees' social security numbers. For the latter purpose, zero shall be the low number, and the low number always wins. This method shall also apply to any ties that arise during the recall process.

Section 5.

In the event that any employee is displaced to a position in a lower grade, they shall be placed in the step which is closest to, without exceeding by more than \$5.00, their current weekly base wage. Any longevity to which the employee is entitled shall be added to the base wage of the newly assigned grade level in accordance with Article XXII, Section 6.

Section 6.

A. Employee Displaced within the Employee's Grade

An employee who is displaced to a position in the same grade shall not be placed on the recall list. Such an employee shall have a right of first refusal, without regard to seniority, when the position from which that employee was displaced first becomes available during the two (2) years following the employee's displacement. The employee shall respond to an offer to return to the position from which she/he was displaced by following the procedures in Section 7B. If the employee refuses an offer to return to the position from which she/he was displaced, their right to return to such a position is extinguished, and the Library shall offer the position to qualified employees, if any, on the recall list as detailed below.

B. Employee Laid Off or Displaced to Lower Graded Position

When a position from which an employee was laid off or displaced to a lower-graded position becomes available during the two (2) years following the employee's layoff or displacement to a lower graded position, the employee who held that position prior to the layoff/displacement process shall have the right to return to the position from which she/he was laid off or displaced without regard to such employee's seniority. Such right to return to the position from which the employee was laid off or displaced to a lower graded position shall expire upon the employee's refusal to return to such position or two years from the date the employee was laid off or displaced, whichever comes first. If the employee accepts the offer to return to the position from which she/he was laid off or displaced, they shall be removed from the recall list. If an employee declines the

offer to return to the position from which she/he was laid off/displaced, her/his right to return to such position shall be extinguished, and the Library shall offer the position to qualified employees, if any, on the recall list who are at or above the grade level of the position in order of seniority.

Section 7A

All employees who are either laid off or displaced to a lower graded position pursuant to this Article shall be placed on a recall list in order of seniority. In the event the position remains vacant after following the procedures of Section 6 above, the Library will use the recall list to fill the position.

Except as provided above, employees who have been laid off or displaced to a lower graded position shall be returned to work in the inverse order in which they have been laid off provided that they are qualified and have the ability to perform the work available. An employee's right to be recalled from layoff or from displacement to a lower graded position and the right of laid off employees to accumulate seniority shall cease upon the occurrence of one of the following events, whichever occurs first:

- (a) upon the employee being offered the opportunity to return to the position from which she/he was laid off/displaced; or
- (b) at the time at which the employee has refused three (3) recall notices for positions for which the employee is qualified; or
- (c) after two (2) years from the date of layoff or displacement to a lower graded position,

Seniority accumulated while laid off shall not count for purposes of longevity payment.

An employee returning to a position from recall status shall have any sick leave which was un-liquidated at the time of layoff restored on the date of reemployment. Furthermore, vacancies which are to be filled during the time in which any employees remain on recall status, first shall be filled through recall; if no qualified employees for the position are available from recall, or if qualified employees on recall decline the position offered, filling of the vacancies then shall proceed in accordance with the provisions of Article XI. All laid off employees with seniority rights shall be given an opportunity to return to work if qualified and able to perform the work available before any new employees are hired by the Library Department.

Section 7B

Notice shall be sent to the employee at their preferred email address and by first class mail to the employee's address on record in Human Resources, with a copy to the Association. It is the employee's responsibility to provide the Library's Human Resource Office with the employee's preferred email address. The employee must notify the Library's Human Resources Office in writing or by email of their intent to accept the position within five (5) working days of the date of the notice and must report to work in the offered position within fifteen (15) working days from the date of the notice. If an employee fails to accept the position in the notice by email or in writing within 5 working days of the notice,

she/he shall be deemed to have rejected the offer. If the employee can demonstrate extraordinary conditions which delay their return to work, the Library may agree to delay the employee's return to work.

Section 8. With the exception of the Grievance Rights outlined in Section 2 (D) above, only the Library's determination of an employee's qualifications shall be subject to the Grievance Procedure as hereinafter defined.

The Parties agree to an expedited arbitration procedure in which the Association shall file any grievance relative to qualifications directly to the City's Office of Labor Relations. The Office of Labor Relations shall endeavor to hold a hearing as expeditiously as possible. Should the hearing fail to be scheduled within one (1) month of the date of filing, the Association may elect to proceed directly to arbitration. A Step 3 answer shall be issued within three (3) weeks of the hearing. If no answer is received within three (3) weeks following the hearing, the Association may proceed directly to arbitration. Should the grievance remain unsettled, the Association shall file for arbitration within five (5) days of the receipt of the Step 3 answer.

At arbitration each party shall be limited to a forty-five-minute presentation of their case and a ten-minute rebuttal. No briefs shall be submitted. The arbitrator shall render their decision within forty-eight (48) hours.

The issue before the arbitrator shall be whether the Library was arbitrary or capricious in its determination that the employee was not qualified for the position grieved.

Section 9. Any Branch Librarian within the P4 grade level holding or entitled to red-circled salary status by prior agreement, shall maintain such status whether or not they are displaced under these provisions.

Section 10. Once all displacement has been completed, if there are two employees who wish to exchange positions within the same grade level, it shall be approved by the Library unless there is a compelling reason not to do so. The Library's decision to disapprove any job exchange shall not be subject to the grievance and arbitration procedure. All requests to exchange positions must be submitted to the Division Head within two (2) weeks of notification of assignment.

Section 11. Upon completion of displacement, the Parties will consider the feasibility of requests to convert full-time positions to part-time or job-sharing positions. Where the Library approves such requests, the affected positions shall be converted, and any resulting available positions shall be subject to the provisions enumerated herein. Cases in which the Library does not approve the request shall not be the subject of grievance and arbitration.

Section 12. In the event that employees are displaced from their positions due to Library restructuring, budget reductions, or job eliminations, and are not laid off pursuant to this Article, the following procedure shall apply:

(a) The Library shall place these employees in different positions on an acting basis. The Library agrees to notify each affected employee of their impending transfer as soon as possible and to provide each employee with a reasonable opportunity, not more than 24 hours, to express their choice after due consideration for placement in the available positions. The Library agrees to honor the preference expressed by the employee insofar as possible, particularly for those employees in branches which are being converted into reading rooms.

(b) Within three months of the date of the initial placement of the employees in an acting capacity the employee will be selected for and placed in a vacancy in accord with Article XI. Said vacancy shall be posted and applicants selected pursuant to Article XI. All employees in the bargaining unit shall be eligible to apply for and be selected for these vacancies.

**ARTICLE XXIV (24)**  
**PERFORMANCE EVALUATION COMMITTEE**

*The Library and the Association established a Performance Evaluation Committee to develop a mutually agreeable system to impartially evaluate job performance. The Guidelines, Procedures, and Performance Evaluation Form agreed upon that Committee, dated July 19, 2000, remain in place. Performance evaluations will not be used for withholding of step increases and shall be maintained in accordance with the law and may be used for other purposes consistent with this section.*

**ARTICLE XXV (25)**  
**DURATION OF AGREEMENT**

Except as otherwise provided herein this Agreement shall take effect as of October 1, 2019 and shall continue in full force and effect until September 30, 2023.