

**CITY OF BOSTON**

**MEMORANDUM OF AGREEMENT**

**Between the  
CITY OF BOSTON**

**And**

**BOSTON PUBLIC LIBRARY PROFESSIONAL STAFF ASSOCIATION**

*May 29, 2024*

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

On May 22, 2024, the parties reached a tentative agreement subject to ratification by the Association and approval by the Mayor and Boston City Council of the October 1, 2023 through September 30, 2026 agreement. This three (3) year agreement is the product of successor collective bargaining to the October 1, 2020 to September 30, 2023 agreement between the City and the Union. This MOA is effective from October 1, 2023, through September 30, 2026.

1. Compensation.

Delete Section 1A.

Amend Article 22 Section 1 as follows:

Effective the start of First Pay Period (FPP) following the below dates, increase the salary as follows:

October 2023 2%  
October 2024 2%  
October 2025 2%

Effective the start of FPP following the below dates, add to annual base wages as follows:

January 2024 \$500.00  
January 2025 \$250.00  
January 2026 \$900.00

Retroactive pay, if any, shall be limited to employees of the City on the date of City Council funding. Employees who separated from employment for any reason prior to City Council funding shall not be eligible for retroactive pay, except for employees who retired after, but not including on, September 30, 2023.

If state aid revenue decreases compared to the prior fiscal year at any point during fiscal year 2026 only, then the next scheduled base wage increase and base dollar amount increase will be delayed by one year from the scheduled date. However, all base wage increases and base dollar amount increases due under this agreement will be paid to employees prior to the expiration of the agreement. The parties agree that this provision of the agreement shall lapse, expire and sunset on July 1, 2027.

2. Hours of Work and Overtime.

Add the following language between the first and second sentences, "Employees must indicate the duration of time the flexible schedule is being requested for."

Add the following language after "service provision" and before "; (2) the" in Article X Hours of Work and Overtime Section 1. (3), "or create new overtime opportunities that would not exist under the employee's regular schedule,"

Replace "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" with the following language, "upon receiving approval for the flexible schedule, employees must maintain the requested schedule as is; however, consideration shall be given to reasonable requests to change the schedule so granted or in the event of emergency situations or unforeseen changes in operations or services."

**Redline:**

(3) Employees may request, in writing, flexible scheduling for library related programs or activities, professional meetings, or personal reasons. Employees must indicate the duration of time the flexible schedule is being requested for. 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 or create new overtime opportunities that would not exist on a day an employee had the approval for a flexible schedule; (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 upon receiving approval for the flexible schedule, employees must maintain the requested schedule as is; however, consideration shall be given to reasonable requests to change the schedule so granted or in the event of emergency situations or unforeseen changes in operations or services.

### 3. Probationary Employees.

Add the following language to the final sentence of Article VI Section 1. Probationary Employment between the words “employee” and “pursuant”:

“By up to an additional six (6) months”

#### **Redline:**

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 by up to an additional six (6) months, provided a notice in writing setting forth the reasons therefore is furnished to 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 by up to the additional six (6) months, 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.

### 4. Grievance Procedure.

Replace the first two sentences of Article XII Grievance Procedure Section 2. Step #4 with, “If the Grievance is not resolved at Step #3, the Association, and not any individual employee, may submit the grievance to arbitration. Said submission to arbitration must be made within twenty-one (21) calendar days after the issuance of the Step #3 written answer, but in no event more than forty (40) calendar days after the grievance is presented in writing at Step #3 if no written answer is timely issued, or else the grievance is waived.”

**Redline:**

~~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. If the Grievance is not resolved at Step #3, the Association, and not any individual employee, may submit the grievance to arbitration. Said submission to arbitration must be made within twenty-one (21) calendar days after the issuance of the Step #3 written answer, but in no event more than forty (40) calendar days after the grievance is presented in writing at Step #3 if no written answer is timely issued, or the grievance is 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.~~

5. Direct Deposit.

Remove the following language from Article XIX Miscellaneous, Section 6 Direct Deposit, "Effective ninety (90) days after this Agreement becomes effective," and "if such arrangement has not already been made by the employee prior to that date."

Remove the following language from the fourth sentence of Article XX Compensation Section 5, "Effective the first pay period following ratification of the 2017 to 2020 agreement" and ",but will have the option to elect to receive a paper copy."

**Redline:**

Article XIX Section 6.

~~Effective ninety (90) days after this Agreement becomes effective, a~~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.~~

Article XX 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, e~~ 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.

6. Agency Fee

Add the language " or agency fees" to the Article III (3) after union dues.

Delete Article IV Section 1 and replace it with "(Intentionally left blank)."

Replace the language "Section 1 of this Article" in Article IV Section 2 with "Article III."

**Redline:**

**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 or agency fees 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 either union dues or agency fees. Remittance of the aggregate amount of dues or agency fees 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. ~~(Intentionally left blank) 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 Article 3-Section 1 of this Article.

## 7. Compensatory Time.

Add the following language after the first sentence of Article X Hours of Work and Overtime, Section 3, "The employee must elect, prior to the closing of that pay period, in writing on the timesheet, that the overtime be accumulated as compensatory time when submitting the timesheet during which the overtime was worked."

### **Redline:**

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. The employee must elect, prior to the closing of that pay period, in writing on the timesheet that the overtime be accumulated as compensatory time when submitting the timesheet during which the overtime was worked. 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.

## 8. Compensation Grade Appeal

Replace Article XXII Section 11 Compensation Grade Appeals with the following language:

"The City and the Association shall follow a prescribed process for review of Compensation Grade Appeals (CGA).

The procedure set forth in this section shall be the exclusive procedure for changing the compensation grade for any position that this Agreement covers. Specifically, an arbitrator is without authority to change the grade of a position through a grievance citing Article [#] (Temporary Service in a Higher or Lower Position).

The Association 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 City 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, substantial, and permanent change in the job content of said position that could have the effect of changing its compensation grade. To warrant an upgrade, the employee must demonstrate that they actually perform a majority of the higher graded job functions listed in the higher graded job description the majority of the time. The review shall not consider perceived changes in job duties related to new

technology, state or federal mandates, and/or to increases in the volume of work or duties. Further, the review shall not consider whether other employees in the higher graded job actually perform the duties listed in the higher graded job description.

The procedure:

1. The Association shall submit a completed CGA application on behalf of a member(s) to the Office of Labor Relations (OLR). Incomplete applications shall be returned to the Association with feedback from OLR explicitly indicating what should be corrected.
2. OLR shall forward the application to OHR Classification and Compensation Unit and to the employee's Department not more than five (5) calendar days after receipt.
3. OHR Classification and Compensation Unit staff shall review the application, and will reach out to the department and the Association for additional information. Applications that meet the standard for upgrading a position shall be granted. Applications that do not meet the standard for upgrading a position shall be denied and returned to the Association. OHR Classification and Compensation Unit shall complete this review and OLR will notify the Association within 60 days from receipt.
4. Within twenty calendar days of receipt of OHR's denial of a CGA, the Association may request in writing a review before the City's Director of Human Resources or her/his designee.
5. Upon receipt of the Union's request, the Director of Human Resources or her/his designee shall offer to schedule a review within 7 days. The Applicant and up to two members from the Association shall participate in the review. . The review shall occur within 90 days of receipt of the Association's request for a review. The Association must cooperate in the scheduling of the review or else the review will not be held and the application will be denied
6. After the review, the Director of Human Resources may either grant or deny the CGA. The Director's review of the CGA shall be completed and a decision issued within 90 days of the receipt of the request from the Association.
7. Should the Director of Human Resources deny a CGA after review, the Association may file a grievance pursuant to Article VII.
8. In any arbitration under this Section, the Arbitrator will be limited to the question of whether or not the City was arbitrary or capricious in its determinations the CGA did not meet the standard for upgrading a position.

9. An arbitrator is without authority to award any remedy for any period of time predating the date that the Association submitted the completed CGA application.

This section replaces any prior Collective Bargaining Agreement, Supplemental Agreements, Side Letters to the Collective Bargaining Agreement, Settlement Agreements, Memoranda of Agreement, Memoranda of Understanding, policies, or by practice, related to this issue.

#### 9. Performance Evaluation Committee

Update the language in the first sentence of Article XXIV Performance Evaluation Committee to reflect that the Performance Evaluation Committee has an advisory role.

Delete the second sentence of Article XXIV Performance Evaluation Committee.

Add the following paragraph after the first paragraph:

“Should the Library wish to change or eliminate any changes to the Performance Evaluation Guidelines, Procedures, Core Competencies or Form, it will provide the Association with thirty (30) days notice. The Association reserves the right to bargain over the impacts of any proposed changes pursuant to M.G.L. c. 150E regarding the Library’s Performance Evaluation Guidelines, Procedures, Core Competencies and Forms.”

#### **Redline:**

~~The Library and the Association agree to established a Performance Evaluation Committee to develop a mutually agreeable system propose Guidelines, Procedures, and Core Competencies to impartially evaluate job performance. The Guidelines, Procedures, and Performance Evaluation Form agreed upon that Committee, dated July 19, 2000, remain in place. The Library agrees to consider proposals from the Committee but has the final decision in regards to all aspects of Performance Evaluations. The 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.~~

Should the Library wish to change or eliminate any changes to the Performance Evaluation Guidelines, Procedures, Core Competencies or Form,



it will provide the Association with thirty (30) days notice. The Association reserves the right to bargain over the impacts of any proposed changes pursuant to M.G.L. c. 150E, regarding the Library's Performance Evaluation Guidelines, Procedures, Core Competencies and Forms."

#### 10. Technological Changes

Add the following text as a new section to Article XIX Miscellaneous.

##### Section 9. Technological Changes.

The Association recognizes that the City is implementing new technology resources and modernizing its business processes to replace non-existing or obsolete systems and devices. As such, the City may introduce new technology to the City's workforce. ~~The Association waives its right to bargain over the City's decision and any impacts associated with such decision to introduce, replace, or eliminate technology, unless the new technology results in job loss or wage reduction~~

~~for any member of the bargaining unit.~~ The City will provide the Association with thirty (30) days' notice of any change to technology. The Association reserves the right to bargain over the impacts of any proposed changes to technology pursuant to M.G.L. c. 150E. As stated in Article XXII, Section 11, perceived changes in job duties related to new technology are not a basis for reclassification.

#### 11. MBTA Pass Benefit

In the first sentence, replace "calendar year 2022," with, "the duration of this contract."  
Remove the following sentence from the Article XIX Section 7:

~~"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."~~

##### **Redline:**

Effective for the duration of this contract ~~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.

#### 12. Defining Shared Work

The parties commit to the spirit of collaboration and joint labor to ensure that all shared work arrangements are mutually agreed upon and beneficial to all stakeholders involved. This language emphasizes cooperation and regular communication to foster a productive and harmonious working relationship regarding 'Shared Work' and all other matters regarding the aforementioned.

The Parties agree to meet and negotiate replacing the 2016 MOA #16-5244 no later than July 2024. The Parties will sunset MOA 16-5244 and any other language that conflicts with the new agreement no later than June 30, 2027.

#### 13. Sick Leave

Replace Article XV Section 2(c) with the following:

Sick leave can be used in accordance with the City of Boston Attendance Policy.

Redline:

~~(C) Up to ten (10) days of existing sick leave annually is to be allowed for immediate family or household illness. —Sick leave can be used in accordance with the City of Boston Attendance Policy.~~

#### 14. Position Upgrades

Effective the first pay period in July 2024, contingent upon funding by City Council of this agreement, the following positions will be upgraded from P1 to P2:

1. Adams Street Children's Librarian
2. Charlestown Children's Librarian
3. Fields Corner Children's Librarian
4. Honan-Allston Children's Librarian
5. Hyde Park Teen Librarian
6. Lower Mills Children's Librarian
7. Roxbury Teen Librarian
8. West End Children's Librarian

9. Uphams Corner Generalist Librarian
10. Jamaica Plain Generalist Librarian
11. East Boston Generalist Librarian
12. South End Generalist Librarian\*

For positions listed above that are currently filled, the incumbents will be placed at a step in the new grade in accordance with the attached Appendix and their anniversary date will be updated to reflect the date of the upgrade.

The South End Generalist Librarian position will be graded as a P2 Generalist Librarian once the branch reopens. However, if the Department creates more than one Generalist Librarian at the South End Branch, only the first South End Generalist Librarian shall be graded as a P2 Generalist Librarian.

For any other position, the Department retains discretion to determine the appropriate grade for these positions.

#### 15. Anti-Discrimination Language

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, persons with a physical, mental, and or developmental disability; 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 employer agrees to provide and maintain an environment free from discrimination and harassment, based on the agreed upon categories previously listed in this paragraph and any other provided by statute. Bargaining unit members shall have the full protection of any and all city policies intending to address discrimination and harassment. The Municipal Employer and the Association agree to apply the concept of Affirmative Action consistent with the terms of this Agreement.

#### 16. Extended Sick Leave Fund

Amend Article XV Sick Leave Section 3: Extended Sick Leave Fund as follows.

(c) The Fund shall be the accumulation of contributions by individual employees. Individual employees, who have completed their probationary period, may contribute to the Fund between one (1) and three (3) whole day(s) of paid sick leave each year from their personal accumulation between the first week of January and January 31, through the Employee Self Service portal or other process setup through the City of Boston Office of Human Resources.

Employees who are unable to donate during the January enrollment because they (A) have not completed their probationary period, (B) Do not have sufficient sick hours for a full donation, or (C) Are out on a medical Leave of Absence and do not have sufficient sick hours, shall be allowed to donate during a period extending from the first week of July through July 31. The Association shall notify the Library in writing on or before July 31 of each year the names of contributing employees and of the amounts contributed during the July period; 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. Employees who donate during the January period shall be eligible to withdraw from the Fund for one year. Employees who donate during the July period shall be eligible to withdraw from the Fund for 6 months. 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.

...


(g) The Committee may, after consultation with the Library and the City of Boston Office of Human Resources, draft rules for administering the Sick Leave Fund consistent with these provisions.

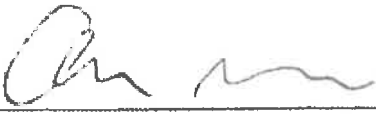
17. Duration of Agreement

Amend Article XXV to reflect a new effective date of October 1, 2023 and a new end date of September 30, 2026.


In witness hereof, the City of Boston and the Boston Public Library Professional Staff Association, have caused the Agreement to be signed, executed and delivered on the 1 day of Oct, 2024.

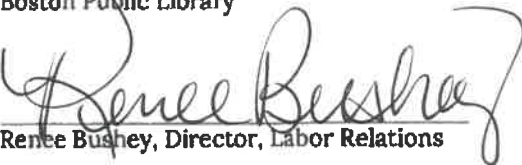
For the City of Boston:

  
\_\_\_\_\_  
Mayor Michelle Wu

  
\_\_\_\_\_  
Alex Lawrence, Chief People Officer

  
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Ashley Groffenberger, Chief Financial Officer

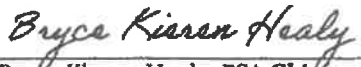
  
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David Leonard, President  
Boston Public Library

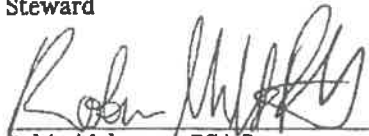
  
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Renee Bushey, Director, Labor Relations

For PSA:

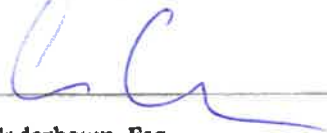
  
\_\_\_\_\_  
Jessica Elias, PSA President

  
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Allison Hahn, PSA Vice President  
/Incoming President

  
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Bryce Kieren Healy, PSA Chief  
Steward

  
\_\_\_\_\_  
Robin Malamud, PSA Secretary

Approved as to form:

  
\_\_\_\_\_  
Adam Cederbaum, Esq.  
Corporation Counsel

## Appendix 1: Step Placements

The following positions will be upgraded and placed at the referenced step as of the First Pay Period in July 2024, contingent upon funding by City Council of this agreement:

1. Adams Street Children's Librarian, Sarah Bihn:
  - a. Grade P2, Step 4
2. Charlestown Children's Librarian, Marlana Alleva:
  - a. Grade P2, Step 5
3. Fields Corner Children's Librarian, Cindy Dye:
  - a. Grade P2, Step 8
4. Honan-Allston Children's Librarian, Caroline Richardson:
  - a. Grade P2, Step 6
5. Hyde Park Teen Librarian, John Kenney:
  - a. Grade P2, Step 6
6. Lower Mills Children's Librarian, Opertise Adeolalu:
  - a. Grade P2, Step 6
7. Roxbury Teen Librarian (Vacant):
  - a. Grade P2, Step N/A
8. West End Children's Librarian, Ethan Pike:
  - a. Grade P2, Step 5
9. Uphams Corner Generalist Librarian, Elise Orringer:
  - a. Grade P2, Step 6
10. Jamaica Plain Generalist Librarian, Ayelet Reiter:
  - a. Grade P2, Step 4
11. East Boston Generalist Librarian (Vacant)
  - a. Grade P2, Step N/A
12. South End Generalist Librarian (Vacant)
  - a. Grade P2, Step N/A