
PROFESSIONAL STAFF ASSOCIATION
BOSTON PUBLIC LIBRARY

Collective Bargaining Agreement

Effective
July 1, 2002 – September 30, 2006

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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 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, but excluding personnel officers and all other employees.

ARTICLE II 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, age, physical handicap, parental status, marital status, 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 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
PAYROLL DEDUCTION OF AGENCY SERVICE FEE

Section 1. Pursuant to Chapter 150E, Section 12, of the Massachusetts General Laws, the Municipal Employer shall require as a condition of employment during the life of this Agreement, the payment on or after the 30th day following the beginning of such employment or the effective date of this Agreement, whichever is later, of a service fee to the Association. The amount of such service fee shall be equal to the amount required to become a member and remain a member in good standing of the Association.

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
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 his/her 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
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.

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.

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

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 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. The Association representative, with or without the aggrieved employee, shall present the grievance orally to the employee's immediate superior outside of the bargaining unit, who shall attempt to adjust the grievance informally, but shall in any event answer the grievance in writing within three (3) working days.

Step #2. If the grievance is not settled at Step #1, it shall be presented in writing to the Appointing Authority or his/her delegate in the department in which the aggrieved employee serves within ten (10) working days of the occurrence or failure of occurrence, whichever may be the case, of the incident upon which the grievance is based or it shall be deemed waived.

Step #3. If the grievance is not resolved at Step #2 within six (6) working days, 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 ten (10) 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, 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.

Section 3. Written submissions of grievances at Step #2 shall be in not less than triplicate, on forms to be 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.

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 his/her 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
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
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
HOURS OF WORK AND OVERTIME

Section 1. The workweek shall normally consist of five (5) days of seven (7) hours each within a calendar week beginning Monday and ending Saturday. 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.

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

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.

It is understood that the workweek may include scheduled Sunday work at the rate of time-and-one-half the normal compensation rate on Sundays only during the period beginning with the first Sunday in October and extending through the last Sunday in May in departments that are open to the public.

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).

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

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

Section 2.

1. If the Library develops a new service plan(s) which includes increased Saturday openings, the Library will notify the Association of the service plan(s) once it is developed and the parties will meet to discuss it.

2. If the parties cannot agree on the method for coverage for the new service plan(s), the following will be implemented:

a. The Library will make every effort to staff the increased Saturday openings with floaters, bargaining unit Community Library Services Division volunteers, part-time employees and/or Pre-Professional employees;

b. In the event that there is still insufficient staff to cover the additional Saturday openings, the employee with the least bargaining unit seniority in those branches with three bargaining unit members shall be placed in a pool to provide Saturday coverage for those branches with increased Saturday openings to equitably distribute the increased Saturday work.

c. Employees in the pool shall be paired with one of the branches with increased Saturday openings. In addition whenever possible the pool shall have two members assigned to back-up slots for these branches. Employees in the pool shall select from the available slots based on bargaining unit seniority.

Following the initial implementation, the assignment year shall run from September 1 through August 31 at which time employees may again select from available slots based on bargaining unit seniority.

d. If there are not enough of these bargaining unit members to provide coverage for the increased Saturday openings, the additional backups will be bargaining unit members of the Reader and Information Services Department. The least senior member of the Reader and Information Services Department scheduled on a Saturday when coverage is needed in a branch with increased Saturday openings will be assigned to provide that coverage.

e. No branch shall contribute more than one employee to the pool to provide coverage for increased Saturday openings.

3. The parties agree that the specifics of the method of coverage for the new service plan(s) shall be reviewed between both parties. The service plan(s) will be implemented no sooner than sixty (60) days from the notification to the Association of the service plan(s), except by mutual agreement.

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.

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 a straight-time basis only.

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. 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.

ARTICLE XI
VACANCIES

Section 1: Notice

Suitable electronic notice of all vacancies within the bargaining unit and resulting promotional opportunities and lateral transfer opportunities will be given to staff and to the Association President, and sufficient time will be allowed for all employees to advance their candidacy by submitting a current resume. Such notice will be electronically posted for five (5) consecutive workdays. Such notice will include a description of the duties by attachment of

the job description and location of the position in which the vacancy exists, together with its title, pay grade, and requisite qualifications.

The Boston Public Library agrees herein to inform the Association and post vacancies (including a brief summary of the job duties and responsibilities) in new and existing positions in the P-5 pay grade and will accept applications from staff members to fill such vacancies for a period of ten (10) working days after the notice. The failure of the Boston Public Library to choose a bargaining unit member and anything related to the P-5 position, are not grievable under the collective bargaining agreement.

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

Interviews of personnel who have applied for the announced vacancies shall begin within a reasonable time after the posting period for such vacancies has ended. Department, Branch and Unit Heads shall participate in the interviewing of candidates who have applied for posted vacancies within their units. The Division Head, in consultation with the Assistant to the Director for Personnel, is responsible for the final selection of such candidate.

Section 2: Method of Selection

The selection of an employee for promotion or lateral transfer shall be made on the basis of qualifications and ability. 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.

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, he/she may use the compensation grade appeal procedure and arbitration to determine whether he/she 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
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 his/her regular position, other than for the purpose of vacation, shall, commencing with the sixth consecutive day of actual service in such higher position, be compensated at the rate of the higher position as if promoted to such position. Vacation, as used in this Section, shall mean annual leave but not terminal leave. Selection of an employee to perform temporary service in such higher position shall be made in accordance with Article XI, Section 2

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
HOLIDAYS

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

New Year's Day
Martin Luther King, Jr.'s Birthday
Washington's Birthday
Evacuation Day
Patriots' Day
Memorial Day
Bunker Hill Day
Independence Day
Labor Day
Columbus 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.

ARTICLE XIV
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 his/her 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, he/she may at his/her 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 he/she was ill.

ARTICLE XV
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 his/her personal sick leave bank.

(C) Any regular employee of the Library on the payroll as of December 31, 1962, who was allowed a "bank" of sick leave days on that date, shall not be allowed to renew the "bank" once it is exhausted.

(D) The Library will honor the unused sick leave balance of employees who transfer directly and without interruption of service from other City of Boston or Commonwealth of Massachusetts Departments. However, sick leave 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 his/her 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 his/her 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 his/her incapacity evidenced by a physician's or health care provider's certificate attached, or in case of his/her death, a person acting in his/her 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 he/she is entitled under this Article as, when added to the amount of any disability (Workers') compensation, will result in the payment to the employee of his/her 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.

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*

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:

<u>Sick Days Used</u>	<u>Cash Redemption</u>
0	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 his/her redemption options. An employee may elect or redeem all or part of his/her

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.

ARTICLE XVI
LEAVES OF ABSENCE WITH PAY

Section I: 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) Upon presentation of military orders, an employee will be granted two (2) weeks in a calendar year for the purpose of fulfilling his/her obligation as a member of the reserve of one of the United States Armed Forces or the National Guard. Additional days for travel will be granted for the duty at distant posts provided the authority which issued the orders verified the need for such travel time.

(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 him/her from voting outside regular working hours, taking into consideration travel time from the polls to his/her 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 his/her regular salary less the money received for his/her services as a juror.

(E) Maternity Leave

Any employee shall be eligible to use accumulated sick leave for disability caused by pregnancy, childbirth, or related conditions and recovery therefrom.

Any employee, upon request, shall be given a maternity leave of absence without pay; provided that an employee shall be eligible to use accumulated sick leave for such portion of the maternity leave of absence for which her physician certifies that she was disabled.

Except for the time period during which the employee uses her accumulated sick leave, as provided hereunder, the maternity leave shall be without pay and shall be for a period not to exceed one (1) year after the date of delivery.

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

When an employee becomes pregnant, she shall provide the Personnel Office with a statement from her physician indicating the expected delivery date. She may continue to work as long as her physician certifies that she is able to do so.

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. Prior to returning to work, an employee shall provide the Personnel Office with a statement from her physician indicating when she may resume her duties.

Upon returning to work from a maternity leave the employee shall regain her 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), father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, child, grandparent, grandchild, step family member, or member of the employee's immediate household (for a period of six

(6) months or more), an employee with six (6) or more months of continuous active service and who is in active service at the time of such death shall be entitled to receive, upon notification to his/her immediate supervisor or department head, up to three (3) working days' leave without loss of pay or the accrual of seniority, 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), leave for such purposes may be granted at the discretion of the Division Head or delegate.

(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.

ARTICLE XVII LEAVES OF ABSENCE WITHOUT PAY

Section 1: Military Leave

An employee who volunteers or is drafted for service in any of the armed forces of the United States shall be placed on leave without pay. He/she may return to the Library within two years following his/her discharge and be restored to a position and pay status not less than that obtaining at the time of his/her departure and without loss of seniority or longevity. Military leave is computed as time worked for retirement purposes.

Section 2: Other Reasons

While no employee has a right to leave without pay, 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 may be allowed. Applications for such leave should be made to the Division Head in writing. Approval of such leave is at the discretion of the Division Head in accordance with the needs and requirements of the Library. 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 his/her 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 his/her previous position.

Section 3: Paternal Leave

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

ARTICLE XVIII **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 examine alternatives for providing part-time and job sharing opportunities within the Library. Each party shall designate an equal number (not to exceed four) of representatives to the Committee. The Library shall have the right to implement alternatives upon which mutual agreement has been reached.

Section 3: Committee on Public Service Issues

Where the Library determines the provision of service conflicts with provisions of this Agreement, the Library may request that the Association designate up to four (4) representatives to meet with an equal number of Library representatives about this concern. The Library and the Association are committed to addressing, studying, and resolving these concerns through their respective representatives. The parties agree that non-customary work schedules and management-initiated transfers are among the solutions which will be considered by the committee. The Library shall have the right to implement solutions upon which mutual agreement has been reached.

ARTICLE XIX 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 his/her 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 he/she has read such material by affixing his/her 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 his/her personnel file in the presence of an officer in the Personnel Office. A copy of any such material shall be furnished the employee at his/her 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

All members of the bargaining unit hired after October 12, 1993, shall be subject to the terms of the City of Boston residence ordinance enacted July 6, 1976 (Ord. 1976 c 9) as amended.

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.

ARTICLE XX
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.

ARTICLE XXI
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 COMPENSATION

Section 1. *Effective the first pay period in July 2002, increase all rates by 2%.
Effective the first pay period in July 2003, increase all rates by 2%.
Effective the first pay period in October 2004, increase all rates by 2.5%.
Effective the first pay period in October 2005, increase all rates by 2.5%.
Effective the first pay period in July 2006, increase all rates by 1.5%.*

The City agrees to implement the new base salary rates within thirty (30) days after notice of ratification by the Association of this written Agreement, or else interest will accrue at the rate of eight percent (8%) per annum on all amounts due. The City further agrees to pay the retroactive monies due employees under this Section within sixty (60) days after notice of ratification by the Association of this written Agreement, or else interest will accrue at the rate of eight percent (8%) per annum on all amounts due.

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 \$500. 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. Salaries shall be computed on a weekly basis at the rate of 1/52.2 of the annual salary. 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 his/her pay increase has been determined on his/her 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 he/she is 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 the accrued compensation unpaid to the date of separation.

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. The City and Association shall create a joint Compensation Grade Appeal Committee (Committee) comprised of up to two individuals designated by the Union and up to two 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 the review.

The Association agrees that any position for which an appeal is made was/is properly graded on the effective date of this Agreement. In considering an appeal, the Committee shall not examine changes in job content that occurred prior to the effective date of this Agreement in the position for which an appeal is claimed. 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 should have the effect of changing its compensation grade. Further, the review shall not consider perceived changes in job duties related to new technologies, state or federal mandates, and/or increases in the volume of work 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 advance a grievance filed over the outcome of such recommendation under and in conformance with ARTICLE VII of this Agreement except that in no event shall such grievance be advanced 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 shall not be admissible as evidence. Furthermore, the arbitrator shall draw no inferences or base any findings on the fact that the dispute is before him/her.

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

- (a) seventy-five (75%) percent of the total monthly premiums for the indemnity plan selected by the employer, including Master Medical or equivalent coverage;
- (b) ninety (90%) percent of the total monthly premium for all approved and authorized health maintenance organizations.

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. Employees in the bargaining unit shall, subject to funding, be eligible to participate in the Citywide tuition reimbursement program to the same extent and with the same limitations as other Library employees.

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.
- 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.

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 he/she 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 his/her 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 continuing at each successive lower grade level, a displacing employee shall be informed of any available vacancies and/or any "vacated positions" in his/her grade level and may elect to bump into any for which he/she is qualified. Beginning with the least senior incumbent's position in the grade the employee also shall be given a set of displacement options which shall include no more than eight (8) positions for which he/she is qualified. Where

possible these eight (8) displacement options shall include no more than four (4) positions in the same job title.

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 his/her original grade. Should an employee decline his/her 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.

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 his/her permanent position before exercising his/her 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, he/she 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. All employees who are either laid off or displaced pursuant to this Article shall be placed on a recall list in order of seniority.

Whenever a position becomes available, the Library shall offer the position to qualified employees on the recall list who are at or above the grade level of the position in order of seniority. Such notice shall be sent to the employee at his/her last known address by registered mail, with a copy to the Association. To be eligible for recall, the employee must notify the Personnel Office of his/her intent to accept the position within five (5) working days of his/her receipt of the written notice, and must report to work within fifteen (15) working days from receipt of the written notice.

If the employee can demonstrate extraordinary conditions which delay his/her return to work, the Library may agree to delay the employee's return to work.

Section 7. Employees who have been laid off 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 and the right of laid off employees to accumulate seniority shall cease after two (2) years from the date of layoff. Seniority accumulated hereunder shall not count for purposes of longevity payment. An employee returning to a position from recall status shall have any sick leave which was unliquidated at the time of layoff

restored on the date of re-employment. 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 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 his 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 his/her impending transfer as soon as possible and to provide each employee with a reasonable opportunity, not more than 24 hours, to express his/her 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 **PERFORMANCE EVALUATION COMMITTEE**

The Library and the Association agree to establish a Performance Evaluation Committee to develop a mutually agreeable system to impartially evaluate job performance. Each party will have three representatives on the Committee with the understanding that meetings of the Committee can take place as long as any two representatives from each party are present.

There will be an initial meeting of the committee within forty-five (45) days of the execution of the collective bargaining agreement. Future meetings will be scheduled by the Committee. It is agreed that this Committee will meet frequently in order to develop a job evaluation system in an expeditious manner. Performance evaluations will not be used for withholding of step increases but may be used for other purposes.

Once agreed upon, the system shall be put into place. The parties commit to the development and implementation of this system within one (1) year of the initial meeting of the committee.

At the conclusion of this one year period, should the parties be unable to develop a mutually agreeable system of evaluation, either party may move the matter to expedited arbitration for the sole purpose of determining whether the Library's system is fair and reasonable.

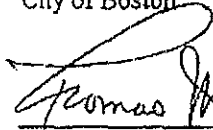
ARTICLE XXV **DURATION OF AGREEMENT**

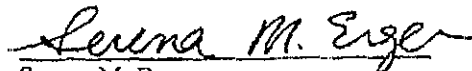
Except as otherwise provided herein, this Agreement shall take effect as of the date of execution and shall continue in force until superseded by a new collective bargaining agreement. On or after *June 15, 2006*, the Association and or the City may notify the other of the terms and provisions it desires in a successor Agreement. The parties shall proceed forthwith to negotiate with respect thereto. Notification under this Section shall be accomplished by the Association delivering a copy of its proposals to the Office of Labor Relations, or vice versa.


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 15th day of Sept, 2004

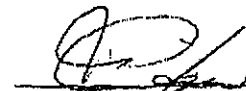
City of Boston


The Boston Public Library
Professional Staff Association

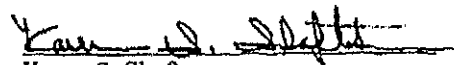

Thomas M. Menino ⁹⁻¹⁵⁻⁰⁴
Mayor

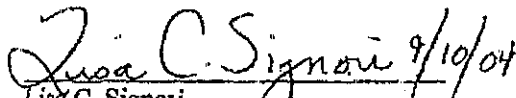

Serena M. Enger
President

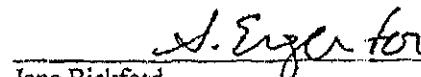

Dennis A. DiMarzio ^{9/14/04}
Chief Operating Officer

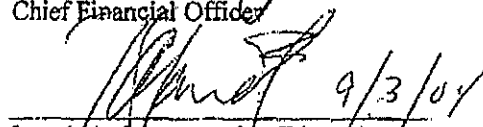

Richard Campagna
Vice President/President Elect



Michael Galvin, Chief ⁹⁻¹⁴⁻⁰⁴
Basic City Services

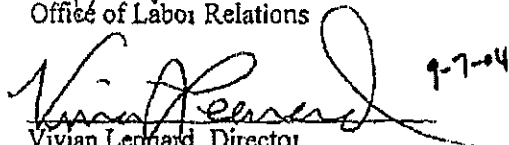

Karen S. Shafts
Chief Steward

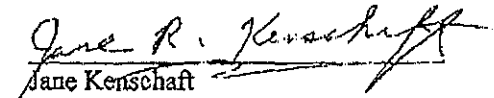

Lisa C. Signori ^{9/10/04}
Chief Financial Officer

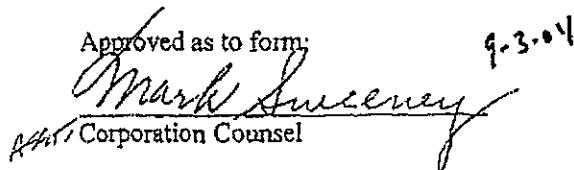

Jane Bickford
Past President


Joseph A. Sarno, Acting Director ^{9/3/04}
Office of Labor Relations


Katherine Barrett
Secretary


Vivian Leonard, Director ⁹⁻⁷⁻⁰⁴
Office of Human Resources


Jane Kenschaft
Treasurer

Approved as to form: ⁹⁻³⁻⁰⁴

Mark Sweeney
Corporation Counsel

Dated: September 2, 2004

Dated:

**Schedule A
Professional Services Salaries**

Effective July 6, 2002

Salary Plan & Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	1st Long.	2nd Long.
PP Weekly	\$496.29	\$525.28	\$554.30	\$583.24	\$612.14	\$641.28	\$670.20	\$685.53	\$695.10
P1 Weekly	\$670.20	\$709.28	\$748.33	\$787.48	\$826.52	\$865.61	\$904.67	\$920.00	\$929.57
P2 Weekly	\$738.65	\$781.79	\$824.81	\$867.98	\$911.14	\$954.14	\$997.27	\$1,012.60	\$1,022.17
P3 (LA10) Weekly	\$814.37	\$861.86	\$909.41	\$956.81	\$1,004.29	\$1,051.85	\$1,099.25	\$1,114.58	\$1,124.15
P4 Weekly	\$897.52	\$949.92	\$1,002.26	\$1,054.68	\$1,107.05	\$1,159.46	\$1,211.86	\$1,227.19	\$1,236.76

**Schedule B
Professional Services Salaries**

Effective July 5, 2003

Salary Plan & Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	1st Long.	2nd Long.
PP Weekly	\$506.22	\$535.79	\$565.38	\$594.90	\$624.39	\$654.11	\$683.61	\$698.94	\$708.51
P1 Weekly	\$683.61	\$723.46	\$763.30	\$803.23	\$843.05	\$882.93	\$922.76	\$938.09	\$947.66
P2 Weekly	\$753.43	\$797.42	\$841.31	\$885.34	\$929.36	\$973.22	\$1,017.22	\$1,032.55	\$1,042.12
P3 (LA10) Weekly	\$830.66	\$879.10	\$927.60	\$975.95	\$1,024.38	\$1,072.89	\$1,121.24	\$1,136.57	\$1,146.14
P4 Weekly	\$915.47	\$968.91	\$1,022.31	\$1,075.77	\$1,129.19	\$1,182.65	\$1,236.10	\$1,251.43	\$1,261.00

**Schedule C
Professional Services Salaries**

Effective October 2, 2004

Salary Plan & Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	1st Long.	2nd Long.
PP Weekly	\$518.87	\$549.18	\$579.52	\$609.77	\$640.00	\$670.46	\$700.70	\$716.02	\$725.59
P1 Weekly	\$700.70	\$741.55	\$782.38	\$823.31	\$864.12	\$905.00	\$945.83	\$961.15	\$970.73
P2 Weekly	\$772.26	\$817.36	\$862.34	\$907.47	\$952.59	\$997.55	\$1,042.65	\$1,057.97	\$1,067.55
P3 (LA-10) Weekly	\$851.42	\$901.07	\$950.79	\$1,000.35	\$1,049.99	\$1,099.71	\$1,149.27	\$1,164.60	\$1,174.18
P4 Weekly	\$938.36	\$993.14	\$1,047.87	\$1,102.67	\$1,157.42	\$1,212.22	\$1,267.00	\$1,282.32	\$1,291.90

**Schedule D
Professional Services Salaries**

**Effective July 2, 2005
1st Long = \$1,200
2nd Long = \$1,700**

Salary Plan & Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	1st Long.	2nd Long.
PP Weekly	\$518.87	\$549.18	\$579.52	\$609.77	\$640.00	\$670.46	\$700.70	\$723.68	\$733.27
P1 Weekly	\$700.70	\$741.55	\$782.38	\$823.31	\$864.12	\$905.00	\$945.83	\$968.81	\$978.40
P2 Weekly	\$772.26	\$817.36	\$862.34	\$907.47	\$952.59	\$997.55	\$1,042.65	\$1,065.63	\$1,075.22
P3 (LA-10) Weekly	\$851.42	\$901.07	\$950.79	\$1,000.35	\$1,049.99	\$1,099.71	\$1,149.27	\$1,172.25	\$1,181.84
P4 Weekly	\$938.36	\$993.14	\$1,047.87	\$1,102.67	\$1,157.42	\$1,212.22	\$1,267.00	\$1,289.98	\$1,299.57

**Schedule E
Professional Services Salaries**

Effective October 1, 2005

Salary Plan & Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	1st Long.	2nd Long.
PP Weekly	\$531.84	\$562.91	\$594.01	\$625.02	\$656.00	\$687.22	\$718.21	\$741.19	\$750.78
P1 Weekly	\$718.21	\$760.09	\$801.94	\$843.89	\$885.73	\$927.62	\$969.48	\$992.46	\$1,002.05
P2 Weekly	\$791.57	\$837.79	\$883.90	\$930.16	\$976.41	\$1,022.49	\$1,068.72	\$1,091.70	\$1,101.29
P3 (LA-10) Weekly	\$872.71	\$923.60	\$974.56	\$1,025.35	\$1,076.24	\$1,127.21	\$1,178.00	\$1,200.98	\$1,210.57
P4 Weekly	\$961.81	\$1,017.97	\$1,074.06	\$1,130.23	\$1,186.35	\$1,242.53	\$1,298.68	\$1,321.66	\$1,331.25

**Schedule F
Professional Services Salaries**

Effective July 1, 2006

Salary Plan & Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	1st Long.	2nd Long.
PP Weekly	\$539.82	\$571.35	\$602.92	\$634.39	\$665.84	\$697.53	\$728.99	\$751.97	\$761.56
P1 Weekly	\$728.99	\$771.49	\$813.97	\$856.55	\$899.01	\$941.54	\$984.02	\$1,007.00	\$1,016.59
P2 Weekly	\$803.44	\$850.36	\$897.16	\$944.11	\$991.05	\$1,037.83	\$1,084.75	\$1,107.73	\$1,117.32
P3 (LA-10) Weekly	\$885.80	\$937.45	\$989.18	\$1,040.73	\$1,092.38	\$1,144.11	\$1,195.67	\$1,218.65	\$1,228.24
P4 Weekly	\$976.24	\$1,033.23	\$1,090.17	\$1,147.19	\$1,204.15	\$1,261.16	\$1,318.16	\$1,341.14	\$1,350.73

**Schedule G
Simmons Students**

Credits	July 02	July 03	Oct 04	Oct 05	July 06
0 Weekly	\$ 525.28	\$ 535.79	\$ 549.18	\$ 562.91	\$ 571.35
2 Weekly	\$ 533.30	\$ 543.96	\$ 557.56	\$ 571.50	\$ 580.07
4 Weekly	\$ 541.31	\$ 552.14	\$ 565.94	\$ 580.09	\$ 588.79
6 Weekly	\$ 549.34	\$ 560.33	\$ 574.34	\$ 588.69	\$ 597.53
8 Weekly	\$ 557.44	\$ 568.59	\$ 582.80	\$ 597.37	\$ 606.33
10 Weekly	\$ 565.50	\$ 576.81	\$ 591.23	\$ 606.01	\$ 615.10
12 Weekly	\$ 573.57	\$ 585.04	\$ 599.66	\$ 614.66	\$ 623.88
14 Weekly	\$ 581.61	\$ 593.25	\$ 608.08	\$ 623.28	\$ 632.63
16 Weekly	\$ 589.66	\$ 601.46	\$ 616.49	\$ 631.90	\$ 641.38
18 Weekly	\$ 597.67	\$ 609.62	\$ 624.86	\$ 640.48	\$ 650.09
20 Weekly	\$ 605.74	\$ 617.85	\$ 633.30	\$ 649.13	\$ 658.87
22 Weekly	\$ 613.84	\$ 626.11	\$ 641.77	\$ 657.81	\$ 667.68
24 Weekly	\$ 621.86	\$ 634.30	\$ 650.16	\$ 666.41	\$ 676.41
26 Weekly	\$ 629.93	\$ 642.53	\$ 658.59	\$ 675.06	\$ 685.18
28 Weekly	\$ 637.98	\$ 650.74	\$ 667.01	\$ 683.68	\$ 693.94
30 Weekly	\$ 646.01	\$ 658.93	\$ 675.40	\$ 692.29	\$ 702.67
32 Weekly	\$ 654.02	\$ 667.10	\$ 683.78	\$ 700.88	\$ 711.39
34 Weekly	\$ 662.10	\$ 675.34	\$ 692.23	\$ 709.53	\$ 720.18
36 Weekly	\$ 670.20	\$ 683.61	\$ 700.70	\$ 718.21	\$ 728.99

**Schedule H
URI Students**

Credits	July 02	July 03	Oct 04	Oct 05	July 06
0 Weekly	\$525.28	\$535.79	\$549.18	\$562.91	\$571.35
3 Weekly	\$537.31	\$548.05	\$561.75	\$575.80	\$584.43
6 Weekly	\$549.34	\$560.33	\$574.34	\$588.69	\$597.53
9 Weekly	\$561.46	\$572.69	\$587.01	\$601.68	\$610.71
12 Weekly	\$573.57	\$585.04	\$599.66	\$614.66	\$623.88
15 Weekly	\$585.60	\$597.31	\$612.25	\$627.55	\$636.97
18 Weekly	\$597.67	\$609.62	\$624.86	\$640.48	\$650.09
21 Weekly	\$609.78	\$621.97	\$637.52	\$653.46	\$663.26
24 Weekly	\$621.86	\$634.30	\$650.16	\$666.41	\$676.41
27 Weekly	\$633.94	\$646.62	\$662.78	\$679.35	\$689.54
30 Weekly	\$646.01	\$658.93	\$675.40	\$692.29	\$702.67
33 Weekly	\$658.11	\$671.28	\$688.06	\$705.26	\$715.84
36 Weekly	\$670.20	\$683.61	\$700.70	\$718.21	\$728.99

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APPENDIX

**HEALTH AND SAFETY SIDELETTER
BETWEEN THE CITY OF BOSTON
AND THE BOSTON PUBLIC LIBRARY
PROFESSIONAL STAFF ASSOCIATION**

Executed September 15, 2004

**HEALTH AND SAFETY SIDELETTER
BETWEEN THE CITY OF BOSTON
AND THE BOSTON PUBLIC LIBRARY
PROFESSIONAL STAFF ASSOCIATION**

**Health and Safety Issues Pertaining to Renovation, Repair and
Construction Projects in Occupied Library Buildings**


In accordance with Article XXI, Section 1, the parties agree to cooperate in ensuring that repair, renovation, and construction projects in occupied Library buildings proceed in a manner that does not adversely affect the health and safety of Union members or the public. Towards that end, the Branch Librarian or Department Head of a Library facility, or their designees within the Bargaining Unit at the location, shall promptly notify the Library of hazardous conditions arising in the course of such projects by notifying the appropriate e-mail distribution list for each project and calling, in the following order, either the Clerk of the Works, the City's Project Manager, or the Library's Facilities Manager. A representative of the Facilities Department shall report all such complaints to the monthly meetings of the Joint Health and Safety Committee.


In the interest of health and safety, reported problems should be corrected as soon as possible. If complaints of workplace hazards are not resolved within ten working days, the Association may file a demand to arbitrate with the American Arbitration Association. A notice of the same will be sent to the City's Office of Labor Relations and the Human Resources Department of the Library. The parties jointly agree to request from AAA a list of arbitrators available to hear the case within 30 days of the demand for arbitration and further agree to select an arbitrator from such list, or in the event they cannot do so, to have an arbitrator from the list appointed by AAA. If before the arbitration takes place the parties mutually agree that the issue is resolved the union shall withdraw the matter. This process applies only to health and safety issues arising during repair, renovation or construction projects at occupied Library buildings.

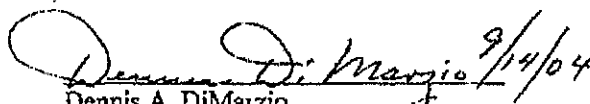
In witness hereof, the City of Boston and the Boston Public Library Professional Staff Association have caused this Sideletter of Agreement to be signed, executed and delivered on the 15th day of Sept., 2004

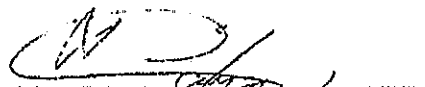
City of Boston

The Boston Public Library
Professional Staff Association

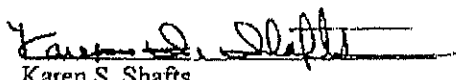

Thomas M. Menino
Mayor

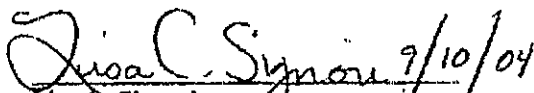

Serena M. Enger
President

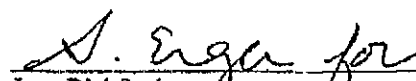

Dennis A. DiMarzio
Chief Operating Officer

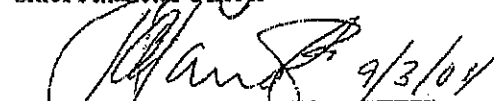

Richard F. Capapagna
Vice President/President Elect



Michael Galvin, Chief
Basic City Services

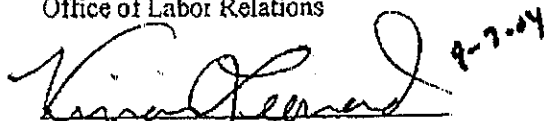

Karen S. Shafts
Chief Steward

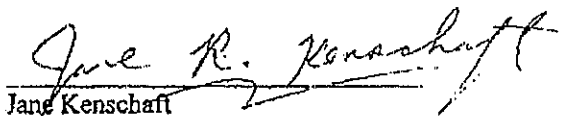

Lisa C. Signori
Chief Financial Officer

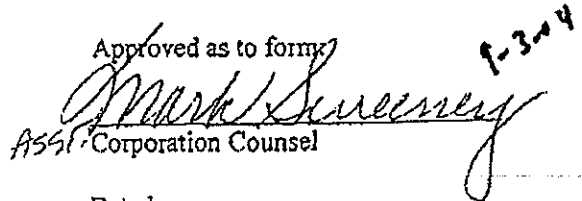

Jane Bickford
Past President


Joseph A. Sarno, Acting Director
Office of Labor Relations


Katherine Barrett
Secretary


Vivian Leonard, Director
Office of Human Resources


Jane R. Kenschaft
Treasurer

Approved as to form:

Mark Sweeney
Asst. Corporation Counsel

Dated: September 2, 2004

Dated: