

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**THE CITY OF BOSTON**

**AND**

**THE BOSTON PUBLIC LIBRARY PROFESSIONAL STAFF ASSOCIATION,  
CWA LOCAL 1333**

**2007-2010 COLLECTIVE BARGAINING AGREEMENT**

This Memorandum of Agreement is made pursuant to M.G.L. c. 150 E by and between the City of Boston/ Boston Public Library (hereinafter "the City", or "the Municipal Employer"), and the Boston Public Library Professional Staff Association, CWA Local 1333 (hereinafter "PSA" or "the Union")

This Memorandum of Agreement supplements and amends the Collective Bargaining Agreement effective October 1, 2006 to September 30, 2007. Except as otherwise modified herein, the parties agree that the terms and provisions of their collective bargaining agreement effective October 1, 2006 to September 30, 2007 shall be extended without modification. Except as provided below these amendments shall take effect as of the execution of the Memorandum of Agreement by the Mayor of the City of Boston.

**1. ARTICLE VII—GRIEVANCE PROCEDURE**

Amend Section 2 as follows indicated by the *Italics*:

**Step #1.** The Association representative, with or without the aggrieved employee, shall present the grievance orally to the employee's immediate *supervisor* outside of the bargaining unit, who shall attempt to adjust the grievance informally *and shall have the authority to do so on a non-precedent setting basis*, but shall in any event answer the grievance in writing within 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.

*There shall be a meeting to attempt to resolve or narrow the dispute. Such meeting will occur no later than 10 working days from the Step # 2 grievance*

**Step #3.** If the grievance is not resolved at Step #2 within six (6) working days *following the meeting at Step #2* the grievance may be submitted to the City's Office of Labor Relations...

Add the following paragraph to Section 3.

If the grievance is a class grievance or involves a dispute in more than one department or involves the decision by a manager above the employee's immediate supervisor outside of the bargaining unit, the Association may present the grievance at Step #2 initially.

**2. ARTICLE XV—SICK LEAVE**

Amend Section 6 by adding a new paragraph D as follows:

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

**3. ARTICLE XVII—LEAVES OF ABSENCE WITHOUT PAY**

Amend the 1<sup>st</sup> paragraph of Section 2 as indicated by the *italics*:

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

4. **ARTICLE XIX—MISCELLANEOUS**

Delete Section 4 and replace with the following:

Section 4: City Residency

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

Add New Section 9 as follows:

Section 9. Direct Deposit

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

5. **ARTICLE XXII – COMPENSATION**

Amend Article XXII, Section 1 as follows:<sup>1</sup>

- 2.5% base wage increase effective First Pay Period of October 2007**
- 3.0% base wage increase effective First Pay Period of October 2008**
- 2.5% base wage increase effective First Pay Period of October 2009**

Effective the first pay period in January 2008, the annual salaries for all grades at Steps 1 through 7 inclusive shall be increased by one hundred fifty dollars (\$150.00).

Section 12. Health Insurance. The City's contribution to all group hospitalization premiums shall be as follows:<sup>2</sup>  
*(replace paragraphs A and B and add paragraphs C through F)*

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<sup>1</sup> When the City calculates the retroactive compensation for employees, it will reduce the retroactive compensation by an amount equal to the additional retroactive health insurance premiums owed by such employees.

<sup>2</sup> When the City calculates the retroactive compensation for employees, it will reduce the retroactive compensation by an amount equal to the additional retroactive health insurance premiums owed by such employees.

- A. **Effective First Pay Period January 2008** the City's rate of contribution for all approved and authorized health maintenance organizations shall be 87.5%. The employee's rate of contribution for all approved and authorized health maintenance organizations shall be 12.5%.
- B. **Effective First Pay Period January 2009** the City's rate of contribution for all approved and authorized health maintenance organizations shall be 85%. The employee's rate of contribution for all approved and authorized health maintenance organizations shall be 15%.
- C. **Effective First Pay Period January 2008** the City's rate of contribution for all approved and authorized point of service products shall be 82.5%. The employee's rate of contribution for all approved and authorized point of service products shall be 17.5%.
- D. **Effective First Pay Period January 2009** the City's rate of contribution for all approved and authorized point of service products shall be 80%. The employee's rate of contribution for all approved and authorized point of service products shall be 20%.
- E. **Effective July 1, 2008** the City shall cease to offer Master Medical to bargaining unit members. The City shall offer the indemnity PPO known as Blue Care Elect Preferred or equivalent coverage. The City's rate of contribution for the indemnity PPO shall be 75%. The employee's rate of contribution shall be 25%.
- F. Adoption of M G L Chapter 32B § 18.
  - i. The Union shall not oppose legislation that would allow Cities and Towns to adopt Section 18 and have the option of applying the provisions of Section 18 prospectively
  - ii. In the event the legislature takes no action on the above-mentioned matter by June 30, 2008, the Union shall not oppose the adoption of Section 18, in its current form, by the Boston City Council.

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

Add new Section 18. Health Insurance Opt-Out.

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

Eligibility.

To participate employees must currently be enrolled in or have been enrolled in, health insurance through the City of Boston and drop the coverage during the Open Enrollment period for at least one (1) year;

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

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

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

**6. ARTICLE XXV—DURATION OF AGREEMENT**

Modify dates to reflect a duration of October 1, 2007 – September 30, 2010.

**7. Total Compensation Survey—Grade P1**

The City shall, through a public bidding process, engage a consultant to perform a survey of total compensation for grade P1 librarians at comparable and/or competitive library systems. The City shall pay no more than twenty thousand dollars (\$20,000) for the survey. Should the cost of the survey be more than twenty thousand dollars (\$20,000), the additional money shall be paid using funds in the PSA Library Staff Development Fund as provided for in Article XXII, Section 16, and such Fund shall be reduced accordingly. Prior to the RFP being published, the City will provide the PSA president with a copy for review. The survey of P1 librarians shall include, but is not limited to a review of compensation, benefits, paid leave entitlements, length of work day and work year, availability of other compensation such as but not limited to stipends for a second Masters degree, and eligibility for overtime. The survey is focused on entry level librarians with MLS degrees without supervisory responsibilities for other librarians. The survey will be completed by September 2009.

**8. ARTICLE XX, NEW SECTION 5**

Effective July 1, 2008, add the following new section 5 to Article XX:

Subject to the operating needs of the Library, as determined by its President/designee, time off without loss of pay shall be granted upon written notification to the appropriate Department Head(s) for attendance by up to three (3) employees who are delegates or alternates to the annual conventions of the Massachusetts State Labor Council, District 1 CWA, the CWA and the AFL-CIO. Leave under this Section 5 shall not exceed twelve (12) days in the aggregate per fiscal year.

**9. ARTICLE XIX—MISCELLANEOUS**

Add New Section 10 as follows:

**Section 10. MBTA Pass Benefit**

Effective the first pay period July 2008, the Library agrees to contribute twenty dollars (\$20.00) per month per eligible employee towards the MBTA pass selected by the employee. (The Library's contribution will not exceed twenty dollars (\$20 00) per month per employee, regardless of the type of pass selected by the employee). To be eligible employees must receive their monthly pass through the City of Boston MBTA Pass Deduction Program. Any pass obtained through this program shall not be transferable. The cost of the pass will be deducted from employees' pay checks pursuant to the City of Boston's MBTA Pass program. The employees will be credited with the deduction pursuant to the Program procedures.

Employees who purchase discounted passes directly from the MBTA because of age or disability and employees not eligible to participate in the City of Boston MBTA Pass Program will be reimbursed twenty dollars (\$20 00) per month upon proof of such purchase of an MBTA Pass satisfactory to the Library

**10. ARTICLE VI—EMPLOYEE STATUS/DISCIPLINE AND DISCHARGE**

Add to Article VI, Section 3 – Discipline and Discharge:


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

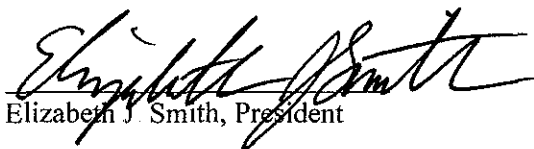
Written and oral warnings may be grieved to Step 3 of the grievance procedure, but such grievances are not subject to arbitration. However, the union may challenge the written or oral warning in the arbitration of a subsequent dispute that is subject to arbitration so long as the original written or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


In witness hereof, the City of Boston and the PSA have caused the Agreement to be signed, executed and delivered on the 12<sup>th</sup> day of June, 2008


The City of Boston:

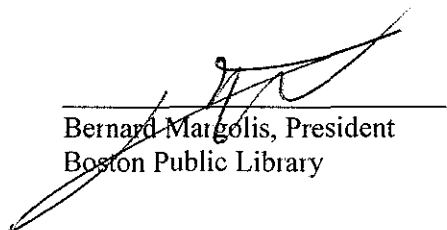
The Professional Staff Association, CWA Local 1333:


  
Thomas M. Menino, Mayor


  
Elizabeth J. Smith, President

  
Lisa C. Signori, Director  
Administration & Finance

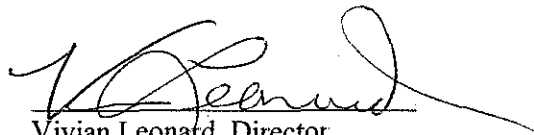
  
Jon Cuppini, Vice President


  
Bernard Margolis, President  
Boston Public Library

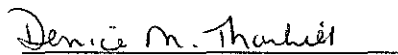
  
Karen S. Shafts, Chief Steward

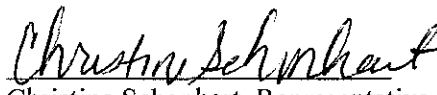
  
John Dunlap, Director  
Office of Labor Relations

  
Betsey P. Lippmeyer, Past President


  
Vivian Leonard, Director  
Office of Human Resources

  
Amelia L. Manson, Treasurer

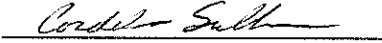
  
Denice M. Thornhill, Secretary

  
Christine Schonhart, Representative  
Central





Kathrine Devine, Representative  
Central



Cordelia Sullivan, Representative  
Branches



Barbara Rhodes, Representative  
Branches

Approved as to form:

  
William F. Sinnott, Corporation Counsel

TmR