

MEMORANDUM OF AGREEMENT
FOR A SUCCESSOR COLLECTIVE BARGAINING AGREEMENT (2010-2013)
BETWEEN THE
CITY OF BOSTON
AND
BOSTON PUBLIC LIBRARY PROFESSIONAL STAFF ASSOCIATION

January 17, 2014

This Memorandum of Agreement ("Agreement") is made pursuant to Massachusetts General Laws Chapter 150E between the City of Boston, Boston Public Library ("City" and/or "Library") and the Boston Public Library Professional Staff Association ("PSA"), collectively referred to as the "parties".

This Agreement is subject to ratification by PSA of both the October 1, 2013 through September 30, 2016 Memorandum of Agreement and this Agreement covering the period from October 1, 2010 through September 30, 2013, and approval by the Mayor and the Boston City Council. This Agreement shall not take effect unless and until PSA has ratified and the Mayor and Boston City Council have approved the 2013-2016 Memorandum of Agreement and this Agreement. This Agreement is effective October 1, 2010 through September 30, 2013.

Except as expressly provided below and in the attached exhibits, the parties agree that the terms and provisions of their Collective Bargaining Agreement effective July 1, 2006 through September 30, 2010, shall be extended without modification for the period commencing October 1, 2010 and ending September 30, 2013.

ARTICLE X - HOURS OF WORK AND OVERTIME

Amend Article X to read as follows:

- Section 1.**
1. The workweek shall normally consist of five (5) days of seven (7) hours each within a calendar week beginning **Saturday** and ending **Friday**. If so required by public service schedules, employees may be scheduled to work as few as four (4) and as many as eight (8) hours on a given day and two (2) evenings in a workweek.
 2. Subject to the operating needs of the Library and the prior approval of the Division Head or delegate, employees may rearrange their schedules in order to participate in Library related programs or activities, professional meetings, or school programs provided that the employee shall total seventy (70) hours within the two week payroll period.

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

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

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

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

7. The volunteer program shall be continued in effect for the term of this Agreement. *The parties hereby incorporate into their Collective Bargaining Agreement paragraphs number 1 through 6 inclusive of their "SIDE LETTER AGREEMENT Overtime" dated June 21, 2011, and to further supplement such agreement with the following:*

To the extent that Sunday overtime hours are not filled under the volunteer program, such hours shall be filled through the overtime pool, and if there are not sufficient staff available to fill the Sunday hours, overtime will be assigned based on reverse seniority.

[The parties' "SIDE LETTER AGREEMENT Overtime" dated June 21, 2011, is appended to this Agreement as Exhibit A.]

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

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

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

- (i) Prior to filling a part-time position;**
- (ii) Prior to making a decision not to fill a vacancy within the bargaining unit or a decision to reclassify a vacant bargaining unit position outside of the bargaining unit;**

- (iii) *Prior to making a decision to eliminate a position in the event of a layoff.*

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

Section 2. (THIS SECTION INTENTIONALLY LEFT BLANK)

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

Section 4. An employee shall not be denied overtime compensation for authorized overtime service by reason of authorized absence during the week in which such overtime service is performed. However, in the event of unauthorized absence in the week in which overtime service is performed, or in the event of absence without pay by reason of disciplinary action, such employee shall be compensated for such overtime service on 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. *Reasonable notice, except in extreme circumstances shall be fourteen (14) calendar days.* In the event of failure to agree on this proposed change, the City shall have the right to institute the change and the Association shall have the right to take the matter up as a grievance under the grievance procedure.

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

Article XIII – HOLIDAYS

Amend Article XIII to read as follows:

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

New Years' Day
Martin Luther King Jr. Day
Presidents' Day
Patriots' Day
Memorial 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. Retain existing language.

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

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

ARTICLE XIV - ANNUAL LEAVE (Vacation)

Amend Article XIV to read as follows:

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

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

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

ARTICLE XV - SICK LEAVE

Add following language to end of Section 1A:

Effective January 1, 2015, sick leave shall accrue at the rate of one and a quarter (1.25) days for each month of actual service.

Replace Section 1C with the following language:

THIS SECTION INTENTIONALLY LEFT BLANK

Add new Section 8:

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

ARTICLE XXII – COMPENSATION

Employees who had any portion of the FY 2010 base wage increase delayed for the three hundred and sixty four (364) day period will receive a lump sum payment equal to the actual dollar value of base wages not earned during the three hundred and sixty four (364) day period, less all applicable taxes and deductions. The lump sum payment will be based on an employee's base wage and will not include any retroactive payment of overtime or additional earnings that occurred during the FY10 wage delay period.

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

Employees accreted through settlement on December 3, 2013 will not be eligible for the above base wage increases and lump sum payment provided herein, except that the Coordinator of Youth Services is eligible for the lump sum payment.

Replace old Section 1 with the following:

Section 1. *Base wage increases as follows:*

Effective First Pay Period ("FPP") January 2011 – 0%

Effective FPP January 2012 – 1% with retroactive pay to FPP of October 2012.

Effective FPP January 2013 – 2%

This section shall not apply to the Coordinator of Youth Services (P-5), Web Services Developer (P-5), Digital Repository Developer (P-5), Help Desk Manager (P-6), and Network Manager (P-6), which were accreted through settlement on December 3, 2013.

ARTICLE XI – VACANCIES

Replace Section 1, Paragraph 2 to read as follows:

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 for any non-bargaining unit position is not grievable under the collective bargaining agreement.***

ARTICLE XXV – DURATION OF AGREEMENT

Replace Article XXV to read as follows:

Except as otherwise provided herein this Agreement shall take effect as of the date of execution and shall continue in full force and effect until superseded by a new Collective Bargaining Agreement.

COMPENSATION GRADE APPEAL

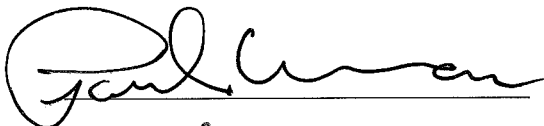

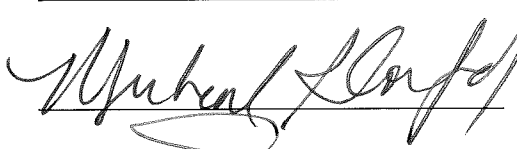


All pending compensation grade appeals on file as of January 17, 2014 shall survive the effective date of this agreement.

ADDITIONAL AGREEMENTS

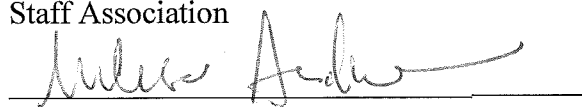
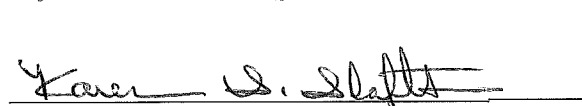

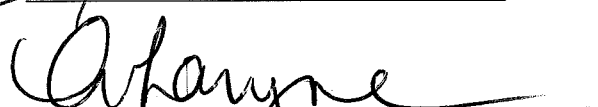
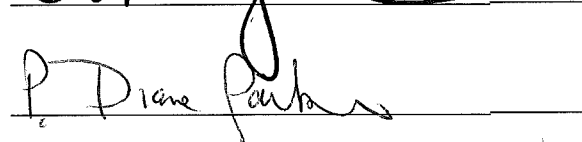
The parties agree that the provisions attached hereto as Exhibit B are hereby incorporated into this Memorandum of Agreement.

In witness whereof, the parties hereto have caused their names to be subscribed as the duly authorized officers and representatives on this 17 day of January 2014.

For the City of Boston:


Paul L. Lavelle

Michael L. Lavelle

Michael L. Lavelle

Michael L. Lavelle

Michael L. Lavelle

For the Boston Public Library Professional Staff Association


Julius A. Aducci

Karen S. Slight

Jane A. Bickel

Anthony

P. Diane Parker

Gianna C. Gifford

Laura Smoother

Mar Rg

Patricia Tooley

Elsa B. Dye

EXHIBIT A

SIDE LETTER AGREEMENT Overtime dated June 21, 2011

Professional Staff Association

and

**City of Boston,
Boston Public Library**

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**SIDE LETTER AGREEMENT
Overtime**

AGREEMENT

WHEREAS, the Professional Staff Association ("the Union") and the Boston Public Library ("BPL") have been discussing overtime procedures;

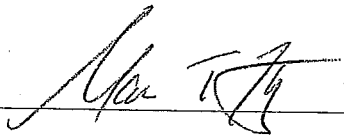
WHEREAS, the parties wish to promote harmonious labor relations;

THEREFORE, the parties have agreed to the following regarding overtime, excluding regularly scheduled Sunday overtime:

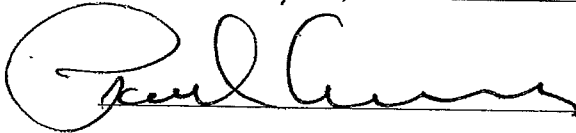
1. All professional staff at the P1, P2, P3 or P4 level who have completed their probationary period are eligible to bid for overtime.
2. Bargaining unit members will be added to the list by filling out a form indicating that they are willing to be placed on the overtime list. The initial call for this list will go out promptly upon execution of this Side Letter of Agreement and be managed by the Human Resources Office. The form shall list the departments at the Central Library and the branches, and the bargaining unit member shall check all locations where he or she is interested in overtime.
3. A spreadsheet will be created based on seniority date and grade. The spreadsheet shall identify the departments and branches where the bargaining unit member is interested in overtime. The list will be maintained by Human Resources and updated each Wednesday. Bargaining unit members may add their name to the bottom of the list by submitting an overtime form to Human Resources. Bargaining unit employees may remove their name from the list by notifying Human Resources in writing or by e-mail.
4. When an overtime opportunity exists, it will be offered first to all PSA members working at the affected location. If no member at that location is able to work the shift, the list will be used, beginning with the grade of the position. Starting from the top of the list, overtime will be offered to members interested in overtime at the department or branch where the overtime opportunity exists.
5. Those who decline the offered overtime will be moved the bottom of the list, except for persons who are already scheduled to work that shift or on scheduled leave.

6. If no members on the overtime list are able or willing to work the offered overtime, and coverage is still needed, an e-mail will be sent to all bargaining unit members offering the work. Work will be assigned by the grade of the position in the order in which they respond. If no response from a member of the grade, it will be offered to the next higher grade.
7. This Side Letter of Agreement shall expire upon ratification of a successor collective bargaining agreement to the parties' agreement which was in effect through September 30, 2010.

For the BPL:

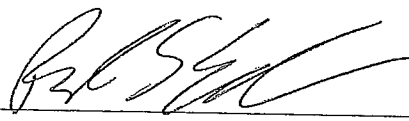


Date: 6/21/11



Date: 6/21/11

For PSA:



Date: 6-21-2011

Date: _____

Exhibit B

Memoranda Regarding Issues Excluded From Fact Finding dated

October 4, 2013, and December 20, 2013,

**MEMORANDUM REGARDING ISSUES EXCLUDED FROM FACT FINDING
CONCERNING THE CITY OF BOSTON
AND
BOSTON PUBLIC LIBRARY PROFESSIONAL STAFF ASSOCIATION**

The City of Boston ("City") and the Boston Public Library Professional Staff Association, (collectively, the "Parties"), hereby agree that notwithstanding the Parties' ground rules, the issues listed herein are excluded as issues from fact finding before Fact Finder Gary Altman and that these listed issues are preserved as agreed upon by the Parties for the purpose of a successor collective bargaining agreement or implementation after satisfying the statutory impasse procedures.¹²

1. Article I – Persons Covered by this Agreement

The parties agree to amend Article I as follows:

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

2. Article IV – Payroll Deduction of Agency Service Fee

The parties agree to replace Section 1 and replace it with the following language:

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

3. Article VII – Grievance Procedure

¹ References in this document are to the Articles in the Parties' July 1, 2006 to September 30, 2010, collective bargaining agreement.

² This Memorandum and the Tentative Agreements set forth herein shall not be used to demonstrate a contract bar in any CAS petition

The parties agree to amend Section 2, Step 1 as follows:

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, or in the case of a promotional bypass, to the hiring manager for the position, who shall attempt to adjust the grievance informally and shall have the authority to do so on a non-precedent setting basis, but shall in any event answer the grievance in writing within three (3) working days.

4. Article X – Hours of Work and Overtime

The parties agree that "reasonable notice" as referenced in Article X (Hours of Work and Overtime), section 5, shall be defined as follows:

Reasonable notice, except in unusual circumstances, shall be fourteen (14) calendar days.

5. Article XIII – HOLIDAYS

The parties agree to replace "Washington's Birthday" in Article XIII (Holidays), Section 1 with "Presidents' Day."

6. Article XVI – Leaves of Absence With Pay

The parties agree to amend Section 2(A) of this Article to read as follows:

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, a person who stood in loco parentis to the employee, 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. In the event of the death of aunt, uncle, niece or nephew, of an employee with six (6) or more months of continuous service and who is in active service at the time of such death, shall be entitled to receive one (1) working days' leave without loss of pay for the purpose of attending funeral services or arranging for burial. It is understood that these days must be days upon which the employee is regularly scheduled to work. Leave without loss of pay under this paragraph shall not be deducted from sick leave or vacation leave. An employee not entitled to leave without loss of pay

under this Section may be granted leave for such purposes at the discretion of the Division Head or delegate.

The parties further agree to amend Section 2(B) to read follows:

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

7. Article XVIII – Joint Committee

The parties agree to amend Section 2 of this Article to read as follows:

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

8. Article XIX (Miscellaneous), Section 8 – Criminal Offender Record Information (“CORI”)

The parties agree to add a new section to this Article which shall read as follows:

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

9. ARTICLE XXIII - LAYOFF, DISPLACEMENT AND RECALL

The parties agree to replace Sections 1 through 7 inclusive with the following:

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 most senior incumbents to be laid off or displaced and continuing at each successive lower grade level, a displacing employee shall be informed of any available vacancies and/or any "vacated positions" in his/her grade level and any other positions saved with incumbents with less seniority and may elect to bump into any for which he/she is qualified.

It is understood that in no case shall an employee displace another employee whose seniority for layoff purposes is greater than that of the displacing employee. It is further understood that no displacing employee shall bump into a grade higher than 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. The employee shall retain the original grade in regards to recall rights.

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

Any incumbent to a position who holds "Acting" status by either temporary assignment or appointment to a temporary vacancy, and who is displaced by a more senior employee shall be returned to 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 pay grade, 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.

A. Employee Displaced within the Employee's Grade.

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

B. Employee Laid Off or Displaced to Lower Graded Position

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

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

Section 7A. All employees who are either laid off or displaced to a lower graded position pursuant to this Article shall be placed on a recall list in order of seniority. In the event the position remains vacant after following the procedures of Section 6 above, the Library will use the recall list to fill the position. .

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

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

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

An employee returning to a position from recall status shall have any sick leave which was 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 7B. Notice, Employee Response, and Return to Work in the Offered Position

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

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

[Sections 8-12 contain no changes.]

10. ARTICLE XXIV – PERFORMANCE EVALUATIONS

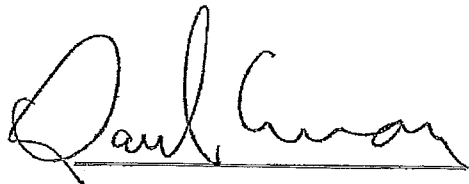
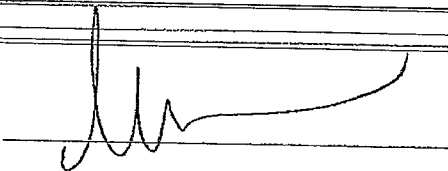
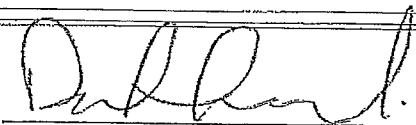
The Library and the Association established a Performance Evaluation Committee to develop a mutually agreeable system to impartially evaluate job performance. The Guidelines, Procedures, and Performance Evaluation Form agreed upon by that Committee, dated July 19, 2000, remain in place.

Performance evaluations will not be used for withholding step increases and shall be maintained in accordance with the law and may be used for other purposes consistent with this section.

Agreed to on this 4th day of October 2013 by:

The City of Boston

The Boston Public Library
Professional Staff Association



**MEMORANDUM REGARDING ISSUES EXCLUDED FROM FACT FINDING
CONCERNING THE CITY OF BOSTON
AND
BOSTON PUBLIC LIBRARY PROFESSIONAL STAFF ASSOCIATION**

The City of Boston ("City") and the Boston Public Library Professional Staff Association, (collectively, the "Parties"), hereby agree that notwithstanding the Parties' ground rules, the issues listed herein are excluded as issues from fact finding before Fact Finder Gary Altman and that these listed issues are preserved as agreed upon by the Parties for the purpose of a successor collective bargaining agreement or implementation after satisfying the statutory impasse procedures.¹ This agreement supplements the Memorandum signed by both parties on October 4, 2013.

1. ARTICLE XVI - LEAVES OF ABSENCE WITH PAY

The parties agree to replace Article XVI (A)(iii) with the following:

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

2. ARTICLE XVII - LEAVES OF ABSENCE WITHOUT PAY

The parties agree to replace Article XVII, Section 1 with the following:

Section 1. Military Leave

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

3. ARTICLE XV-SICK LEAVE

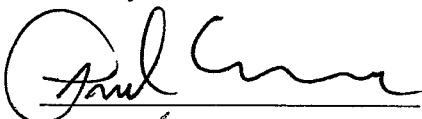
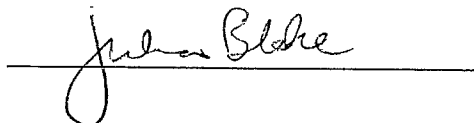
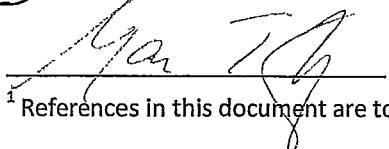
The parties agree to amend Article XV, Section 5 by adding the following language as the second paragraph of that section:

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

Agreed to on this 20th day of December 2013 by:

The City of Boston

The Boston Public Library
Professional Staff Association

¹ References in this document are to the Articles in the Parties' July 1, 2006 to September 30, 2010, collective bargaining agreement.