

Off the Record

MEMORANDUM OF AGREEMENT
Between the
CITY OF BOSTON
and
AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL WORKERS,
COUNCIL 93, LOCAL 1526

Dated: May 15, 2025
In Successor Contract Negotiations

This Memorandum of Agreement (MOA) is made pursuant to Chapter 150E of the General Laws by and between the City of Boston (City), and the American Federation of State, County, and Municipal Workers, Council 93, Local 1526 (AFSCME 1526 or the Union).

On May 15, 2025, the parties reached a tentative agreement subject to ratification by the Union and approval by the Mayor and Boston City Council of the October 1, 2023 through September 30, 2026 agreement. This three (3) year agreement is the product of successor collective bargaining to the October 1, 2020 to September 30, 2023 agreement between the City and the Union. This MOA is effective from October 1, 2023, through September 30, 2026.

1. Compensation.

Delete Section 1A.

Amend Article 22 Section 1 as follows:

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

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

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

January 2024 \$500.00
January 2025 \$250.00
January 2026 \$800.00

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

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

2. Criminal Offender Record Information

Update the title of Article XIX Section 12 from "CORI Check" to "Criminal Offender Record Information ("CORI")."

Add the following language to the beginning of Article XIX Section 12:

Subject to the following restrictions, each member of the bargaining unit is subject to Criminal Offender Record Information checks once every two years and upon selection for internal position. Each member will give their consent to the City so that the City may run this review from the appropriate state entity. Providing authorization of a CORI is a required condition of employment.

Replace the third and fourth sentences from Article XIX Section 12 CORI Check, " CORI checks will be limited to employees who have unsupervised contact with youth, those with disabilities, and the elderly. CORI Checks will be limited to promotions, not lateral transfers or temporary reassignments," with the following sentence, "No discipline or termination will be issued for convictions not related to regular day-to-day work."

Change the lookback period from 5 years for a felony to 8 years for a felony..

Redline:

Section 12 ~~Criminal Offender Record Information ("CORI")~~~~CORI Check~~

~~Subject to the following restrictions, each member of the bargaining unit is subject to Criminal Offender Record Information checks once every two years and upon selection for~~

internal position. Each member will give their consent to the City so that the City may run this review from the appropriate state entity. Providing authorization of a CORI is a required condition of employment. No member will be disciplined or terminated for anything that has not resulted in a conviction. The content of the CORI report shall not be brought forward in any other forum or used in evaluations. ~~CORI checks will be limited to employees who have unsupervised contact with youth, those with disabilities, and the elderly. CORI Checks will be limited to promotions, not lateral transfers or temporary reassignments.~~ No discipline or termination will be issued for convictions not related to regular day-to-day work. No conviction over 8 5 years old for a felony or 3 years old for a misdemeanor shall be considered.

In the case that a CORI report raises concern for management, an emergency meeting between management, the individual, and the Union shall take place to review the issue and find potential resolutions. Contents of the bargaining member's CORI will remain confidential and not maintained in the member's personnel file. The Appointing Authority will report any findings to the individual and the Union President or their designee only.

3. Internal and External Candidates (Article XII)

Make the following changes to Section 2:

- Before the first sentence, add "The Boston Public Library agrees herein to inform the Union and post vacancies in new and existing positions for internal and external candidates."
- In the first sentence, add "shall be posted" after "Suitable Notice."
- In the first sentence, add "lateral transfers, and promotional opportunities" after "permanent promotional vacancies."
- In the first sentence add "for internal and external candidates to apply." after "within the bargaining unit."
- In the first sentence, remove "permanent promotional."
- In the first sentence remove, "will be given to staff and to the local Union President, and sufficient time will be allowed for employees to advance their candidacy."
- In the second sentence remove, "and temporary promotional opportunities"
- In the third sentence, add "if applicable" after "typing speed requirements."

Make the following changes to Section 4:

- In the first sentence replace the first instance of "bidders" with "applicants."
- In the remainder of the Section replace the "bidders" with "internal applicants."

Make the following changes to Section 6:

- Add the following sentence after the first sentence, "Where no selection has been made, the Union shall be notified in writing eight (8) weeks after the posting deadline except in extenuating circumstances."

Make the following changes to Section 9:

- Replace the first paragraph with, "For the following entry level positions (BLA3, BC3, and BM4), interviews may begin to be scheduled as applications come in with all candidates, but the hiring team cannot make a selection until the end of the 15-day posting period."
- Replace the second paragraph with, "For non-entry level positions, interviews may begin to be scheduled with all internal candidates as applications come in but the hiring team cannot make a selection until the end of the 15-day posting period. Applications for internal and external candidates may be reviewed as they are received, however all internal candidates who apply during the 15 day posting period and who meet the minimum qualifications shall be interviewed and either selected or rejected before any external candidates are interviewed. Non-selection letters will not be sent until the entire interview process has been completed to allow the hiring committee an opportunity to re-evaluate non-selected internal candidates."

Make the following changes to Section 10:

- Replace "monthly" with "quarterly."

Redline:

Section 1.

In the event the Appointing Authority seeks to fill with a provisional promotion a permanent vacancy in the library assistant, clerical or mechanical services in a position covered by this Agreement at its effective date, the following procedure shall apply:

- (A) The vacancy shall be posted for fifteen (15) consecutive working days in the department, division or employing unit in which the vacancy exists and may be posted externally simultaneously.
- (B) On the poster the Appointing Authority shall specify the job classifications eligible to fill the position (His/her decision as to the eligible classifications of employees shall be subject to Civil Service law and rules and shall not be a subject of grievance or arbitration). The poster shall also specify the duties of the position, custodial shifts and typing speed requirements (the Library shall have twelve months from the date of January 1, 1986 to develop typing speed requirements)
- (C) The Library will continue the practice of providing the names of the hiring team to the Union on the Position Vacancy Checklist. The Union will have the opportunity to review the draft job posting packet for 48 hours (excluding Saturdays, Sundays, and Holidays) and sign off prior to posting. In the event the Union does not respond after 48 hours (excluding Saturdays, Sundays, and Holidays) the Library will have the right to post the job at their discretion. At the end of the posting period, the Library will provide an internal candidate Position Control Sheet and a separate external candidate Position Control Sheet to the Union.

Section 2.

The Boston Public Library agrees herein to inform the Union and post vacancies in new and existing positions for internal and external candidates. Suitable notice shall be posted of all ~~permanent promotional~~ vacancies, lateral transfers, and promotional opportunities within the bargaining unit for internal and external candidates to apply. will be given to staff and to the local Union President, and sufficient time will be allowed for employees to advance their candidacy. The Union shall also be given notice of all vacancies in newly created positions ~~and temporary promotional opportunities~~ within the bargaining unit and opportunity to bargain. Notice will be affected by posting for fifteen (15) consecutive workdays, excluding Saturday and Sunday, on suitable bulletin boards throughout the department as well as through electronic notice. Such notice will include a description of the duties and location of the position in which the vacancy exists, together with its rank, title, pay grade, custodial shift and typing speed requirements if applicable. If the position in which the promotional vacancy exists is a newly created position, or if an examination or test is required, the notice will so indicate. Selection of an employee will be made in accordance with Article XI, Section 4.

An application by an employee in a given grade for a position of the same grade shall be treated as an application for a promotion for the purposes of this Article.

Any employee who wishes to ensure his/her being considered for a promotional vacancy despite his/her absence during the fifteen (15) days in which said vacancy is posted shall submit a PAR. to the Personnel Office In the request the employee shall state the length of his/her absence.

Section 3.

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. No assignment or transfer of employees shall be made due to the exercise of their rights under this Agreement.

Section 4.

Notice of the selection made from among the eligible applicants bidders, and the list of all internal applicants bidders, under Section 1 and 2 will be sent to the Union. The Union shall receive the list of all internal applicants bidders within fifteen (15) calendar' days after the close of the application (posting deadline) period.

Section 5.

A complaint by an employee who is junior to the employee selected under Section 1 or Section 2 of this Article shall not be a subject of a grievance or arbitration.

Section 6.

Where a selection is made from among the eligible candidates it shall be made within a reasonable time not to exceed eight (8) weeks after the posting deadline except in extenuating circumstances. Where no selection has been made, the Union shall be notified in writing eight (8) weeks after the posting deadline except in extenuating circumstances.

Section 7.

Within seventy-five (75) calendar days of an employee's departure from a unit, the Library will inform the Union in writing of its plans regarding the vacancy, where so requested

Section 8.

Where no selection is made from among the eligible candidates or through outside recruitment and the position remains unfilled for one hundred twenty (120) calendar days from the date of posting, the Library may repost the vacancy in accordance with the

provisions of this Article Should the position not be reposted, the Library shall respond in accordance with Section 7 of this Article where so requested.

Section 9.

~~For the following entry level positions (BLA3, BC3, and BM4), The hiring team Management interviews may begin to be scheduled interviews with all internal candidates as P.A.R.s applications come in so that they shall begin within a reasonable~~ with all candidates, ~~time after the job has been posted. Reasonable time is fourteen (14) days. The hiring team may not~~ but the hiring team cannot make a selection until the end of the 15-day posting period.

~~For non-entry level positions, The hiring team Management interviews may begin to be scheduled interviews with all internal candidates as P.A.R.s applications come in so that they shall begin within a reasonable time after the job has been posted. Reasonable time is fourteen (14) days. The hiring team may not~~ but the hiring team cannot make a selection until the end of the 15-day posting period. Applications for internal and external candidates may be reviewed as they are received, however all internal candidates who apply during the 15 day posting period shall be interviewed and either selected or rejected before any external candidates are interviewed. Non-selection letters will not be sent until the entire interview process has been completed to allow the hiring committee an opportunity to re-evaluate non-selected candidates. In the event the hiring team elects to bypass all internal candidates, the hiring supervisor will provide letters of non-selection to BPL Personnel Office. Upon receipt of the denied P.A.R.s and the letters of non-selection, the Personnel Office will release the names of the external candidates to the hiring team. The Personnel Office will send copies of the denied P.A.R.s, letters of non-selection, and any/all documentation used in making the decisions to the Union.

Section 10.

Management and the union will meet ~~quarterly~~ monthly to discuss vacancies, barriers to entry, transfer, and promotional opportunities; and other methods to make the hiring process more effective and efficient.

4. Disciplinary Records.

Make the following changes to Article VI. Section 3:

- Increase the time that written warnings remain in the personnel file from 12 months to 24 months.

Redline:

Section 3.

Records of suspensions in disciplinary actions shall be removed from the employees personnel file after three (3) years from the last disciplinary actions so long as there has been no further disciplinary action during the three (3) year period.

Records of written warnings in disciplinary actions shall be removed from the employees personnel file after ~~twenty-four (24)~~ twelve (12) months from the last disciplinary action so long as there has been no further disciplinary action during the twelve month period.

Oral warning shall cease to be in effect after twelve (12) months from the last disciplinary actions so long as there has been no further disciplinary action during the twelve months.

5. Probationary Employees.

Add the following language as a separate new Section under Article VI Employment Status/Discipline & Discharge.

Any period or periods during the employee's first six (6) months of service for which an employee does not work (including as little as one (1) day) or any period or periods during the employee's first six (6) months of service for which an employee uses paid time off shall extend the probationary period by that amount of time.

6. Direct Deposit.

Remove the following language from the first sentence of Article XX Compensation, Section 13 Direct Deposit, "Effective the first pay period of 2008."

Remove the following language from the second sentence of Article XX Compensation Section 13, "Effective 120 days after ratification" and ", but will have the option to elect to receive a paper copy."

Update the language to be gender neutral.

Redline:

Article XX Section 13.

~~Effective the first pay period of January 2008, a~~All members will be required to receive ~~his or her~~ their compensation via direct deposit. ~~Effective 120 days after ratification, e~~Employees will receive electronic pay stubs, ~~but will have the option to elect to receive a paper copy.~~

7. Agency Service Fee

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

Move Article IV Section 2 to Article III.

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

Renumber Article III to reflect Section 1 and Section 2.

Proposed Redline:

Article III.

Section 1.

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

Section 2. The Union 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 IV. Section 1. ~~Pursuant to Chapter 335 of the Acts of 1969, to assure that employees covered by this Agreement shall be adequately represented by the Union in bargaining collectively on questions of wages, hours and other conditions of employment, the Collector-Treasurer of the City shall deduct from each payment of salary made to each such employee during the life of this Collective Bargaining Agreement and pay over to the Union, the exclusive bargaining agent of such employee, as an agency service fee, which amount is proportionately commensurate with the cost of collective bargaining and contract administration. The Union certifies that this Collective Bargaining Agreement is formally executed pursuant to a vote of all employees in the bargaining unit.~~ (Intentionally left blank.)

8. Compensation Grade Appeal

Notwithstanding the following language, "The Union agrees that any position for which an appeal is made was properly graded on the effective date of this Agreement," CGAs for the

individual employees in the following grades may be filed within 30 days of the ratification of the contract and will be heard under the new language:

- BLA3 Senior Library Assistants in Borrower Services;
- BLA3 Principal Library Assistants in Borrower Services;
- BLA5 Special Library Assistant I in Borrower Services and Book Delivery;
- BLA5 Special Library Assistant II in Borrower Services and Book Delivery;
- BLA3 Senior Library Assistants in Branches;
- BLA5 Special Library Assistants in Branches;
- BLA5 Technical Support Associates in Tech Central;
- BLA3 Principal Library Assistants in Research Services;
- BLA5 Special Library Assistants II in Research Services;
- BLA5 Special Library Assistants II in Youth Services (Teen and Children's);
- BLA6 Special Library Assistants III in Research Services;
- BLA7 Off-site Storage Administrator in Archival Center;
- BM4 Laborers in Facilities.

Replace Article XX Section 9 with the following language:

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

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

The Union agrees that any position for which an appeal is made was properly graded on the effective date of this Agreement. In considering an appeal, the City shall not examine changes in the job content in the position for which the appeal is claimed that occurred prior to the effective date of this Agreement. Rather, the review shall be restricted to a review on the issue of whether, after the effective date of this Agreement, there was a fundamental, substantial, and permanent change in the job content of said position that could have the effect of changing its compensation grade. To warrant an upgrade, the employee must demonstrate that they actually perform a majority of the higher graded job functions listed in the higher graded job description the majority of the time. The review shall not consider perceived changes in job duties related to new technology, state or federal mandates, and/or to increases in the volume of work or duties. Further, the review shall not consider whether other employees in the higher graded job actually perform the duties listed in the higher graded job description.

The Procedure:

1. The Union shall submit a completed CGA application on behalf of a member(s) to the Office of Labor Relations (OLR). Incomplete applications shall be returned to the Union with feedback from OLR explicitly indicating what should be corrected not more than 5 days after receipt.
2. OLR shall forward the application to OHR Classification and Compensation Unit and to the employee's Department not more than 5 calendar days after receipt.
3. OHR Classification and Compensation Unit staff shall review the application and will reach out to the department and the union for additional information. Applications that meet the standard for upgrading a position shall be granted. Applications that do not meet the standard for upgrading a position shall be denied and returned to the Union. OHR Classification and Compensation Unit shall complete this review and OLR will notify the Union within 60 days from receipt.
4. Within twenty calendar days of receipt of OHR's denial of a CGA, the Union may request in writing a review before the City's Director of Human Resources or their designee.
5. Upon receipt of the Union's request, the City's Director of Human Resources or their designee shall offer to schedule a date for the review within 7 days. The Union must cooperate in the scheduling of the review or else the review will not be held and the application will be denied. The review shall occur within 90 days of receipt of the Union's request for a review. The Applicant and up to two members from the Union shall participate in the review.
6. After the review, the City's Director of Human Resources may either grant or deny the CGA. The Director's review of the CGA shall be completed and a decision issued within 90 days of receipt of the request for review from the Union.
7. Should the City's Director of Human Resources deny a CGA after review, the Union may file a grievance in accordance with Article VII, directly at step 3.
8. In any arbitration under this Section, the Arbitrator will be limited to the question of whether or not the City was arbitrary or capricious in its determinations the CGA did not meet the standard for upgrading a position.
9. An arbitrator is without authority to award any remedy for any period of time

predating the date that the Union submitted the completed CGA application.

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

9. MBTA Pass Benefit

In the first sentence, remove “Effective for calendar year 2022.”

Remove the following language from the Article XIX Section 10:
“and a \$200 bike maintenance and repair benefit.”

Redline:

~~Effective for calendar year 2022, A~~ All full time benefits eligible and part time benefits eligible employees covered by this agreement are entitled to a pre-tax subsidy of 65% on monthly MBTA passes up to a pre-tax value of \$232, and a Bluebikes Membership at no cost to the employee ~~and a \$200 bike maintenance and repair benefit.~~ Forms to access these benefits will be available. The parties agree that the City has the unilateral right to amend, alter and revise the monthly pre-tax MBTA pass and bike benefits administered through the City's Access Boston system.

To be eligible for the 65% pre-tax subsidy on the monthly MBTA pass described above, employees must receive their monthly pass through the City of Boston's payroll deduction program. Any pass obtained through this program shall not be transferable.

10. Performance Evaluation (Article XXIII)

The Parties understand that removal of the language referencing a specific timeline to complete the performance evaluation is intentional and that scheduling of performance evaluations is a management right pursuant to Article V.

Amend Article XXIII as follows:

~~Pursuant to the terms of the 1996-1999 collective bargaining agreement,~~ The City of Boston, Boston Public Library, and AFSCME Local 1526 recognize the importance of improved productivity and performance to provide for the optimum level and highest quality of services for the City of Boston. ~~Accordingly, the parties acknowledge that they have developed formed a joint committee to develop~~ a performance evaluation system for the impartial

evaluation of employees' job performance. The performance evaluation shall be guided by committee jointly agreed to the following terms:

- ~~(1) Three (3) months prior to an employee's anniversary date in the fiscal year 2001, a preliminary evaluation shall be completed which will encompass the preceding three (3) months. (i.e. an employee with a January anniversary date would undergo a preliminary evaluation in October encompassing the performance between July and October.) This preliminary evaluation will be used by the Library only as an introduction to the performance evaluation process for the employee and evaluator.~~
- ~~(2) In the month of an employee's anniversary date in fiscal year 2001 a regular performance evaluation shall be completed encompassing the preceding six (6) months of performance.~~
- ~~(1) In the month of an employee's anniversary date in calendar year 2002, and every succeeding year, A performance evaluation shall be completed yearly between June and September, encompassing the preceding year of performance.~~
- (2) Upon an employee's transfer or promotion to another position within the Library, a performance evaluation shall be done encompassing the period from the last evaluation completed to the effective date of transfer or promotion, unless less than six (6) months have elapsed from the date of the last evaluation. ~~The date of the transfer or promotion shall then be used to determine an employee's anniversary date for the purposes of performance evaluations.~~
- (3) All performance evaluations, ~~excluding the preliminary evaluation referred to in above paragraph one,~~ shall be placed in an employee's personnel file and remain there for the duration of the employee's employment with the Library.
- (4) Performance Evaluations may be completed by an employee's supervisor of a grade 5 or above in the AFSCME bargaining unit or by an employee's supervisor outside the bargaining unit. Any supervisor outside the bargaining unit conducting an evaluation may choose to involve a supervisor within the bargaining unit, in a classification of 5 or above that supervise employees, in the completion of the evaluation or the meeting with the employee concerning the performance evaluation.
- (5) An employee may appeal any rating of "Need Improvement" by filing an appeal on the attached form to Human Resources within twenty-one (21) calendar days of the employee's receipt of the performance evaluation.

- (6) There will be an Appeal Board consisting of two (2) members of management and two (2) members of the Union. Management and the Union shall each appoint a pool of five (5) members eligible to serve on the Appeal Board.
- (7) The Appeal Board shall meet monthly to conduct hearings. Appeals of performance evaluations shall be heard within three (3) months of the filing of the appeal. The Appeal Board will determine what evidence may be allowed at the hearing. Evidence will be allowed unless the Board unanimously finds it inadmissible.
- (8) The Appeal Board hearings may be attended by the evaluator and the employee. An employee may also choose to have a Union representative present but must designate one individual as the spokesperson.
- (9) The Appeal Board will deliberate apart from the parties and issue a written answer to the Appeal within ten (10) calendar days of the hearing.
- (10) An employee may file a written rebuttal to the performance evaluation in lieu of an appeal or may file a written rebuttal within twenty-one (21) calendar days of receipt of the hearing decision. The rebuttal shall be attached to the performance evaluation and remain in the employee's personnel file.
- (11) Anything related to the appeal process of the performance evaluation system or an appeal of an individual performance evaluation is not subject to the grievance and arbitration procedure.
- (12) All supervisors, including those in the AFSCME bargaining unit, will be trained in completing performance evaluations.
- ~~(13) The performance evaluation committee shall meet approximately six (6) months following the beginning of the regular annual evaluations to review the performance evaluation system and make alterations to the system as deemed necessary.~~
- (14)(13) Performance evaluations shall not be used for withholding of step increases. Performance evaluations may be used for any other purposes.

11. Sick Time

Effective 90 days from City Council Funding, remove the following language from Article XV Section 1 (B): "but they must be employed continuously for six (6) months before becoming eligible for paid sick leave."

Redline:

(B) New employees are allowed one (1) day for each month or major portion thereof remaining in the year in which they are hired, ~~but they must be employed continuously for six (6) months before becoming eligible for paid sick leave.~~

If the employment of an employee with accrued but unused sick leave is terminated by death, said employee's spouse or next of kin shall be paid an amount received by retiring employees under Paragraph (B) of this Section. If such employee has no spouse or next of kin, the employee's accrued but unused sick leave shall be paid to his/her estate.

12. Prepaid Legal Services

Create a new Section under Article XIX with below language.

A. Effective the first pay period after City Council Funding, the City shall make a monthly contribution of thirty dollars and thirty three cents (\$30.33) on behalf of each bargaining unit member on the City's active payroll towards a prepaid legal services plan designated by the Union. The City shall make these monthly contributions on or about the first day of each month directly to the designated benefit provider of the legal services program and shall pay to the provider this amount on behalf of all bargaining unit members on the City's active payroll on the first day of the month. A list of each bargaining unit member for which a contribution was made shall be furnished with said payment.

B. The plan shall be contracted for by the Union. The contract shall provide that the Employer will be held harmless from liability arising out of the implementation and administration of the plan by the designated benefit provider and that the benefit provider shall bear all administrative costs. The Union 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. The contract shall also prohibit the benefit provider from using any of the funds that the City contributed (i) to defend any criminal actions brought against a bargaining unit member for conduct/alleged conduct that occurred during the employee's work hours and/or conduct/alleged conduct that involves the City or its property, (ii) to provide services, other than an initial consultation, to any bargaining unit member for any involvement as a witness in a criminal proceeding, or (iii) for any civil actions naming the City of Boston or any City of Boston employee as a party. The Union will provide a fully executed contract to the City, excluding the aforementioned. Only upon receipt of same shall the City be obligated to make such payments as outlined in Paragraph A above.

C. The City's responsibility under the terms of this Section shall be to make premium payments as is required under Section A. To the extent that any disputes or inquiries are

made by the designated benefit provider chosen by the Union, those inquiries shall be made exclusively to the Union.

13. Sunday Overtime

Amend Article X Hours of Work and Overtime Section 1. As follows:

Section 1.

The regular work week for full-time employees shall be as follows:

Library Assistants Service	thirty-five (35) hours
Clerical Service	thirty-five (35) hours
Mechanical Service	forty (40) hours

~~The regular workweek for any employee covered by this Agreement is five days, Monday through Friday, inclusive. Effective January 1, 2014, the~~ regular workweek for any employee covered by this Agreement is five days, Monday through Sunday inclusive. The regular workday for employees whose regular workweek is forty (40) hours shall be eight (8) hours, and the regular workday for employees whose regular workweek is thirty-five (35) hours shall be seven (7) hours. ~~It is understood that the regular workweek for certain other employees covered by this Agreement differs from the regular workweek set forth in the preceding sentence in that it may include regularly scheduled work, on a straight time basis, on Saturdays; and/or regularly scheduled (overtime) work on Sunday. Effective January 1, 2014 it is understood that tThe regular workweek may include regularly scheduled work, on a straight time basis, on Saturdays; and/or regularly scheduled work, on a straight time basis, on Sundays.~~

However, non-facilities employees may be offered overtime on Sunday at the Copley Library, which will be paid on a time and a half basis and is not subject to the weekend differential in Article XX Section 5a or further pay adjustments. Compensatory time may be requested in lieu of a payment pursuant to Section 4. To the extent that these Sunday Hours for non-facilities employees are not filled after offering overtime to all eligible employees, overtime will be assigned to eligible employees according to a reverse seniority basis.

~~It is understood that a~~All branches may be opened ~~any number of months, up to and including 12 months,~~ on Saturdays ~~and that effective January 1, 2014,~~ locations may also be open ~~any number of months up to and including 12 months on Saturdays~~ and Sundays. All personnel may be assigned on Saturdays ~~and Sundays~~ as part of their regular schedule. ~~Effective January 1, 2014, all personnel may also be scheduled on Sundays as part of their regular schedule.~~ Consistent with the operational needs of the Library, such Saturday and Sunday assignments shall be on a rotating basis at locations open Monday through Sunday.

Tardiness may constitute a basis for discipline.

14. Health and Safety

Add a new section to Article XVIII Health and Safety that states:

The Library will notify the Union in writing within 5 calendar days of any report of accidents resulting in injury involving an employee within the Bargaining Unit.

15. Housekeeping

The parties agree to produce an integrated contract.

The parties additionally agree to update language in the Contract to be gender neutral.

16. Non-Discrimination

Make the following changes to Article II. Non discrimination:

Section (1). The Municipal Employer and the Union agree not to discriminate in any way against employees covered by this Agreement on account of membership or non-membership in the Union, union activity, political activity or on account of race, religion, creed, color, ancestry, national origin, sex, age, physical ~~or mental~~ or developmental disability handicap, sexual orientation preference, gender identity, genetic information, pregnancy or condition related to pregnancy, parental status, marital status, or military status. The employer agrees to provide and maintain an environment free from discrimination and harassment, based on the agreed upon categories previously listed in this paragraph and any other provided by statute. Bargaining unit members shall have the full protection of any and all city policies intending to address discrimination and harassment. The parties agree that the concept of Affirmative Action shall be applied consistent with the terms of this Agreement.

17. Shared Work Agreement

The Library recognizes the right of AFSCME to be involved in conversations about shared work that impacts members in their unit.

18. Step Increases

Employees in grades BLA3 and BM4 who are currently at a Step 3 or lower will be moved to a Step 4 effective 30 days after funding by City Council and their new step anniversary date will be the date of moving to Step 4.

The parties agree that new hires in the BLA3 and BM4 positions will be started no lower than a Step 3 on the salary grade chart for the duration of this agreement and the 2026-2027 agreement, or unless the positions are upgraded or reclassified.

19. Duration of Agreement

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

[The rest of this page intentionally left blank.]

Signature Page for the City of Boston and AFSCME, Local 1526
Successor Bargaining MOA for 2023-2026

In witness hereof, the City of Boston and the American Federation of State, County, and
Municipal Workers, Council 93, Local 1526, have caused the Agreement to be signed,
executed and delivered on the 15 day of May, 2025.

For the City of Boston:

Renee Bushay

For the Boston Public
Library:

[Signature]

For AFSCME, Local 1526:

[Signature] 5/15/25
[Signature] 5/15/25
[Signature] 5/15/25
[Signature] 5/15/25

