

## MEMORANDUM OF AGREEMENT

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 Office and Professional Employees International Union, Local 6 (OPEIU). This MOA supplements and amends the Collective Bargaining Agreement effective July 1, 2017 to June 30, 2020. Except as expressly provided below, the parties agree that the terms and provisions of their collective bargaining agreement effective July 1, 2017 through June 30, 2020 shall be extended without modification for the period commencing on July 1, 2020 and ending on June 30, 2023.

1. Amend Article 15, § 1(a) (“Compensation”) to provide the following base wage increases.

### Section 1(a)

- Effective the first pay period of October 2020 - All Employees will receive a 2 percent pay increase.
- Effective the first pay period of October 2021 - All Employees will receive a 1.5 percent pay increase.
- Effective the first pay period of October 2022 - All Employees will receive a 2 percent pay increase.

Retroactive pay shall be limited to employees of the City on the date that the Union ratifies this Memorandum of Agreement. Employees who separated from employment for any reason prior to the date the Union ratifies this Memorandum of Agreement shall not be eligible for retroactive pay.

Pandemic-work stipend. On a one-time only basis, bargaining unit members employed on the date of this MOA is funded by the City Council shall receive a one-time lump sum payment of one thousand dollars (\$1,000.00), minus standard deductions.

2. Include “Principal Housing Inspector” in Article I (“Persons Covered by this Agreement”) as follows:

The City recognizes the Union as the exclusive collective bargaining representative for all employees in the service of the City in the Housing Inspection Division in the following classifications:

Housing Inspector  
Environmental Sanitation Inspector  
Senior Housing Inspector  
Senior Environmental Sanitation Inspector  
Housing Inspector Hearings Officer  
Principal Environmental Sanitation Inspector  
Principal Housing Inspector

and excluding all other employees.

3. Delete last sentence in Article 6 § 2 (“Discipline and Discharge). In Section 2, delete the last sentence that states as follows:

“In the event of group discipline arising out of the same incident, the dispute shall not be processed under the contract grievance and arbitration procedure unless all the employees subject to the group discipline so elect to proceed thereunder.”

4. In the first sentence of Article 7, § 3 (“Grievance Procedure”), eliminate the requirement that grievances be filed in triplicate as follows:

Section 3. Written submissions of grievances at Step #2 shall be filed ~~in triplicate~~ on forms to be agreed upon jointly, and shall be signed by the representative of the Union filing the grievances.

5. Amend Article 10 § 6 & 10 (“Hours of Work and Overtime”) to call for electronic posting of information as follows:

Section 6. Overtime work shall be distributed as equitably as possible. A list of all eligible employees shall be posted in a conspicuous place and electronically online and kept up to date by the City. For the purpose of a regular rotation of overtime opportunities, but for such purpose only, overtime work refused shall be considered as overtime actually worked.

Section 10. All employees shall be scheduled to work on regular work shifts, and each work shift shall have a regular starting time and quitting time. Schedules of workdays and workweeks shall be posted on all department bulletin boards and online at all times. Employees shall be given reasonable notice of any change in these work schedules.

6. Amend Article 12 § 1 (“Holidays”) to include Juneteenth.

7. Amend Article 15 § 5 to provide:

Parental Leave. Every bargaining unit member shall be granted parental leave consistent with the City of Boston’s Parental Leave Policy, a copy of which is attached and as from time to time amended. The Union waives its right to bargain over the City’s decision and any impacts associated with such decision to change or eliminate the Paid Parental Leave Policy. The City will provide thirty (30) days’ notice to the Union of any change to or elimination of the Paid Parental Leave Policy.

8. Add: “The parties agree to the attached, updated 2021 Military Leave policy.”

9. Add a new article entitled “Union Business” as follows:

**Instructions: In Article 17, Section 2, add “This section intentionally left blank” and move the language of that former Section 2 of Article 17 to this new Article as Section 2.**

Section 1. Union Representatives. The Union shall furnish the Office of Labor Relations with a list of officers and stewards as soon as practicable after designation of the officers / stewards and shall keep the list current.

Section 2. Access to Premises. Representatives of the Union shall be permitted to enter the premises of the Department at any reasonable time for the purpose of discussing or processing grievances, provided that they do not interfere with the performance of duties and provided they give notice of their presence immediately upon arrival to the person in charge.

Section 3. Paid Leave of Absence for Union Business. Release time without loss of pay shall only be permitted for the following reasons and shall be subject to the operating needs of the Department as determined by the Appointing Authority:

1. Reasonable time for one officer or steward to investigate grievances or represent employees at departmental hearings or investigatory interviews (i.e. "Weingarten" situation). The officer or steward must request such leave at least twenty-four (24) hours in advance in writing to the supervisor outside the bargaining unit indicating the date, time, and purpose of the requested leave. The Department will respond to requests for leave within a reasonable period of time.
  2. Reasonable time for Grievant(s), the Union President or his/her designee, and witnesses who are called to testify at a grievance, arbitration, Department of Labor Relations, or Civil Service hearing who are scheduled to work at the time of their appearance at the hearing. The Grievant(s), the Union President or his/her designee, and witnesses must request such leave in writing at least one week in advance of the hearing to the Office of Labor Relations, except that for Step #2 grievance hearings, requests shall be made to the Appointing Authority/designee as far in advance as possible.
  3. Actual meeting time for employer authorized labor/management committee meetings.
  4. Attendance by employees who are delegates or alternates at the annual conventions of the Massachusetts State Labor Council, and Office of Professional Employees International Union, AFL-CIO. Requests for such leave must be made in writing to the Office of Labor Relations at least two (2) weeks in advance of the convention.
  5. No more than three members of the Union (exclusive of counsel or non-employee Business Representative of the Union) may attend meetings between the City and the Association for negotiating the terms of a collective bargaining agreement. The members must request such leave at least twenty-four hours (24) in advance in writing from the Office of Labor Relations and must indicate the date, time, and purpose of the requested leave.
10. Amend Article 19 (Duration of Agreement) to reflect a three-year contract commencing on July 1, 2020 and ending on June 30, 2023.

In witness hereof, the City of Boston and the Office and Professional Employees International Union, Local 6, have caused the Agreement to be signed, executed and delivered on the \_\_\_\_\_ day of \_\_\_\_\_, 2022

CITY OF BOSTON

OPEIU

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Dated: \_\_\_\_\_

From:  
Subject:  
Date:  
To:

gaoel@oprelutocal6.org

In witness hereof, the City of Boston and the Office and Professional Employees International Union, Local 6, have caused the Agreement to be signed, executed and delivered on the \_\_\_\_\_ day of \_\_\_\_\_ 2022.

CITY OF BOSTON

OPEN

Nesha Boyl

Sharon McLaughlin 4/22/2022  
Jane

Dated: \_\_\_\_\_