

MEMORANDUM OF AGREEMENT

Between-

The City of Boston and
The United Steelworkers, AFL-CIO, CLC, on behalf of the Salaried Employees of North
America, Local 9158

September 12, 2024

This Memorandum of Agreement was reached in off-the-record negotiations and shall remain off the record for all purposes including bargaining history until it is ratified by the Union membership, approved by the Mayor, and funded by the City Council. The City of Boston ("City") and the United Steelworkers, AFL-CIO, CLC, on behalf of the Salaried Employees of North America, Local 9158 (the "Union"), agree to a collective bargaining agreement ("CBA") from October 1, 2023 through September 30, 2027 with the following terms.

All existing provisions in the parties' October 1, 2020-September 30, 2023 CBA not expressly amended or deleted by this Memorandum of Agreement shall be included in the October 1, 2023 - September 30, 2027 CBA.

I. Article 24. COMPENSATION

Section 1, the following pay schedules shall be effective upon the dates indicated in this agreement

For a 3 year and 1-year contract.

- Effective the start of First Pay Period (FPP) following October 1, 2023, 2024, 2025, & 2026, increase the salary as follows:

October 7, 2023 = 2%

October 5, 2024 = 2%

October 4, 2025 = 2%

October 3, 2026 = 2%

- Effective the start of FPP following January 1, 2024, 2025, 2026, & 2027, add to annual base wages as follows:

January 2024 = \$500.00

January 2025 = \$250.00

January 2026 = \$900.00

January 2027 = \$750.00

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.

Add the below as new section 5:

If state aid revenue decreases compared to the prior fiscal year at any point during the fiscal year 2026, 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.

2. Article 2. UNION DUES AND AGENCY SERVICE FEE

Section 2 (Agency Service Fee). Delete this paragraph.

~~"Section 2. Pursuant to General Laws, Chapter 150E, Section 12 to assure that employees covered by this Agreement shall be adequately represented by the Union and other conditions of employment, the Collector-Treasurer of the City shall deduct from each such employee during the life of this collective bargaining Agreement and pay over to the Union, the exclusive bargaining agent of such employees, as an agency service fee, an amount equal to the weekly union dues deduction from the salary of individual employees, which amount is proportionately commensurate with the costs of collective bargaining and contract administration. The Union certifies that this Agreement is formally executed pursuant to a vote of a majority of all employees in the bargaining unit."~~

Section 3 becomes new Section 2.

3. Article 9. DISCIPLINE AND DISCHARGE

Section 2, add underlined sentence to paragraph 2.

~~"Any period or periods during the first six months of service for which an employee is not paid (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. Any employee's probationary period may be extended at the discretion of the City up to a maximum of three (3) months of actual work. The employee will be notified in writing of the length and reason for the extension. An employee who separates from service and is subsequently re-employed by the City of Boston shall serve a new six-month probationary period, except in cases of recall or reinstatement."~~

4. Article 11. SICK LEAVE AND PERSONAL DAYS

Section 1, add underlined language.

"Every employee covered by this Agreement shall be granted sick leave without loss of pay for authorized absences pursuant to the City's Attendance Policy. Sick leave shall accrue at the rate of one and 1/4 days per month of actual service. Sick leave not used in the year in which it accrues, together with any accumulated sick leave standing to the employee's credit on the effective date of this Agreement and not used in the current year, may be accumulated for use in a subsequent year. Sick leave not used prior to the termination of an employee's service shall lapse, and the employee shall not be entitled to any compensation in lieu thereof, except in accordance with Section 8 of this Article. This section will become effective 90-days after this Agreement is approved by the City Council."

5. Article 12. HOLIDAYS

Add new Section 6 with below underlined language.

Pursuant to the parties 2008 Side Letter of Agreement concerning the 4-day work week, SENA employees working a 4-day work week who have a holiday fall on the employee's scheduled day off will have the option to use vacation or personal time in lieu of working additional work hours on the remaining three days of the work week.

6. Article 13. TEMPORARY SERVICE IN A HIGHER OR LOWER GRADED CLASSIFICATION

Add below underlined language to create new Section 3 in Article 13

- (a) Temporary Service shall mean instances where an employee is performing more than 50% of the actual job duties of the assigned position for more than 50% of their work time.
- (b) There must be a vacancy, including but not limited to such cases where employees are on FMLA or City of Boston Medical leave or have resigned, in the position for which the member is seeking temporary service pay and the member must be serving pursuant to assignment covering the absence.
- (c) Arbitrators are limited in awarding TOG as a temporary award until the employee serving in the lower or higher position returns to their original position or the department fills the position. Further, an arbitrator is expressly prohibited from issuing permanent upgrades as a remedy for instances where an employee alleges a violation of Article 12.
- (d) Once an employee has served in a higher-graded position for six months after the separation from employment or promotion/reassignment of the previous incumbent in the position, if the vacant position is not already posted the City will declare the higher-graded position vacant and post it for permanent appointment pursuant to Article 14 subject to management rights to reorganize or reclassify.

7. Article 16. VACATION LEAVE

Add new Section 12 below

Any use of leave (be it paid or unpaid) including:

Sick, (sick FMLA, sick pool used, sick no pay, sick bereavement, long term sick):

Vacation (anything over two (2) weeks), Vacation FMLA (anything over two (2) weeks):

Suspension:

AWOL:

Unpaid leave of absence (Personal, Educational, Medical):

Unpaid Leave of Absence FMLA:

Administrative leave with/without Pay:

Personal, Personal (From Sick), Personal FMLA, Personal FMLA (From Sick):

Paid Parental Leave of Absence:

Dock/loss Time

Tardy:

Workers Comp (LOA)

In the previous calendar year, that, when combined, exceeds 12 weeks (60 days) excluding two weeks of vacation, results in that employee being eligible for vacation once they have made up, in actual work, the total length of the absence or 6 months, whichever is less. This section replaces any prior Arbitration Awards, DLR or Court Decisions, Collective Bargaining Agreements, Supplemental Agreements, Side Letters to the Collective Bargaining Agreement, Settlement Agreements, Memoranda of Agreement, Memoranda of Understanding, policies, or practices related to this issue.

8. Article 16. VACATION LEAVE

Delete current Sections 7 and 9. Replace section 7 and edit section 10 as below, make section 10 new section 9.

"Section 7. Accrued but unused vacation leave shall be paid to an employee in accordance with the provisions of M.G.L. c. 149, sec. 148."

"Section 9.10. Vacation shall be taken at such times as, in the opinion of the Appointing Authority, will cause the least interference with the regular work of his/her Department, however, requests of an emergency nature will not be unreasonably denied. Subject to the preceding sentence, vacation leave may not be carried over from one year to another without the express written authorization of the employer and the Director of Human Resources. A Department Head, with the approval of the Office of Human Resources, may authorize up to ten (10) days of vacation time be carried over into the subsequent calendar year. Employees may carry over up to ten (10) days of vacation time into the next calendar year. All approved

carry over days must be used by December 31 of that calendar year.”

9. Article 16. VACATION LEAVE

Add new Section 12 in underlined language below.

Section 12. The City agrees to create a working group upon ratification of the contract to discuss vacation accruals for new hires.

10. Article 18. EMPLOYEE DEVELOPMENT

Amend Article 18, section 4 by deleting stricken language and adding underlined language below.

Section 4. In order to receive payment for tuition reimbursement referenced in Section 3, approval must be received in advance from the Director, Office of Personnel Management or his/her designee. Approval shall be withheld only if funds are no longer available, or failure to comply with Section 3 above. Effective the first pay period for the fiscal year 2025, the total fund available under this Article shall be \$5,000 ~~\$35,000 (thirty-five thousand dollars)~~ per each fiscal year through June 30, 2008. Effective First Pay Period July 2008, increases the City's allocation from five thousand dollars (\$5,000) to twenty-five thousand dollars (\$25,000). This increases the twenty-five thousand dollar (\$25,000) annual amount the parties agreed to in 2008.

11. Article 20. PERFORMANCE EVALUATIONS

Add underlined language

“The City may utilize the Performance Review System form. Should the City wish to change or eliminate the performance evaluation form, it will provide the union with thirty (30) days notice and satisfy any obligations under Chapter 150E.”

12. Article 21. UNION BUSINESS

Add below underlined language to create a new section 2(F) to Article 21.

(F) In the sole discretion of the City, permanent employees of the City who are members of the Union may be granted a leave of absence without pay for the purpose of accepting positions with the International Union. Such leave shall not exceed six (6) months in duration, unless mutually agreed to by parties, and the total of such leave shall not exceed one (1) year in duration. The Union shall provide the Office of Labor Relations with adequate notice of an

employee's intent to apply for such leave to enable the City to make proper provisions to temporarily fill the job to be Vacated.

During such leaves of absence, the employee's seniority/continuous service shall continue. However, because the employee is not in active service while on leave, earned leave time, such as vacation, personal or sick do not accrue for the period they are on leave. The employee and Union must obtain written clarification from the Retirement Board about whether the employee is considered to be on an active payroll. There will be no additional costs to the City. The employee shall timely pay the City for the applicable employee's share of premium payments, contributions, and administrative fees for medical insurance, retirement, and other applicable benefits programs. Upon returning from such leave of absence, an employee will be returned to their former position in line with their seniority.

13. Article 23. LEAVES OF ABSENCE

Replace Article 23 Section 1(J) with below underlined language.

(J) All employees covered by this Agreement shall be permitted to use up to one (1) day, consisting of 7 or 8 hours as the case may be, of paid time, per calendar year, for cancer screening to run concurrent with leave permitted by the City's Cancer Screening Policy. This leave will not be charged to any accrued leave. Leave may be used in half day increments. The screenings covered are: Breast, Colon, Skin, Thyroid, Oral Cavity, Lymph Nodes, Reproductive Organs and Lungs. Employees must have their health care provider complete the City's Certification Form when administering the screening and employees must submit the completed form to their Department's Personnel Officer for the benefit to be applied. Employees must comply with all notice and documentation requirements contained in the City of Boston Policy.

14. Article 23. LEAVES OF ABSENCE

Amend Article 23, Section 5.

Subject to the operating needs of the department as determined by the department, an employee shall be entitled to leave of absence, without pay, of up to one (1) year to further his/her education. Preference for selection of such leave shall be based on seniority. Requests for such leave shall not be denied on an arbitrary or capricious basis.

15. Article 23. LEAVES OF ABSENCE

Section 6, delete existing language in its entirety and replace with underlined language.

"In the event of the death of a person with a relationship identified in the City of Boston's Bereavement Leave Policy, an employee who is in active service at the time of death shall be

granted bereavement leave as outlined in the Bereavement Leave Policy. Any additional leave shall run concurrently with other applicable leaves of absence. This section will become effective 90-days after this Agreement is approved by the City Council. The parties agree that if the City makes any changes to the Bereavement Leave Policy that results in a reduction of benefits from the contractual language of the 2020-2023 Agreement, the Parties will revert back to the prior contractual language”

16. Article 23. LEAVES OF ABSENCE

Add new Section 7 with underlined language below.

Section 7. The City and Union agree to insert this provision to promote awareness of the Domestic Violence Act (DVA) and the City policy regarding domestic violence leave.

17. Article 30. NEW TECHNOLOGY

Delete Article 30 in its entirety and replace with underlined language

Article 30. Technology and Assets

Section 1. The Union recognizes that the City is implementing new technology resources and modernizing its business processes to replace non-existing or obsolete systems and devices. As such, the City may introduce new technology to the City's workforce subject to any obligations under Chapter 150E. The City will provide the Union with thirty (30) days' notice of any change to technology. As stated in Article 33, perceived changes in job duties related to new technology are not a basis for reclassification.

Article 30 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 these issues.

18. Article 33. COMPENSATION GRADE APPEALS

Delete current Article 33 in its entirety and replace with underlined language.

Article 33. Compensation Grade Appeals

For all members of SENA Local 9158 employed in all City departments, the City and 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, notwithstanding any prior arbitration awards, agreements, or practice. Specifically,

an arbitrator is without authority to change the grade of a position through a grievance citing Article 13 (Temporary Service in a Higher or Lower Position and Promotions).

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 such position that could have the effect of changing its compensation grade. To warrant an upgrade, the employee must demonstrate that she/he/they actually performs 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 Office of Labor Relations (OLR). Incomplete applications shall be returned to the Union 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 days after receipt.
3. OHR Classification and Compensation Unit staff shall review the application and shall reach out to the department and/or 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 her/his/their designee.

5. Upon receipt of the Union's request, the Director of Human Resources or her/his/their designee shall, within 7 days, schedule a review. The Union must cooperate in the scheduling of the review or else the review will not be held. The review shall occur within 90 days of receipt of the Union's request for a review.
6. After the review, the 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 from the Union.
7. Should the Director of Human Resources deny a CGA after review, the Union may file a grievance.
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 the Union's grievance is filed. application was filed in OLR.

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.

19. Article 37. MBTA PASS

Replace Article 37 with below undersigned language

Effective for the duration of this Agreement, 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 pass up to a pre-tax value of \$232 and a Bluebikes Membership at no cost to the employee. Forms to access these benefits will be available on the Beacon portal. 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.

20. PRE-PAID LEGAL SERVICES

Create a new Article with below underlined language.

Section 1: Effective the first pay period for the fiscal year 2025, 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.

Section 2: 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.

Section 3: The City's responsibility under the terms of this Section shall be to make premium payments as is required under Section 1. 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.

21. HYBRID WORK POLICY

The City and Union agree to the below underlined language.

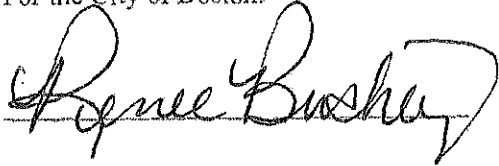
The Union acknowledges the City has satisfied any and all bargaining obligations that may exist pursuant to M.G.L. c. 150E or otherwise regarding the implementation of the City's Hybrid Work Policy.

22. OYEO and ENVIRONMENT/HISTORIC PRESERVATION

The City and the Union acknowledge that the certified unit of employees of the Office of Youth Employment and Opportunity (MCR 23-10307) are included in the City-wide bargaining unit and agree that the certified unit of Environment and Historical Preservation employees (WMAM 23-9795), excluding the position of Director of Administration and Finance which is the subject of CAS-24-10700, shall hereafter be included in the City-wide bargaining unit. Upon ratification and funding of the successor CBA, the parties agree to apply all the terms of the existing collective bargaining agreement, with the exception of wages and wage increases, to these employees. The parties agree to begin meeting no later than 30 days after ratification and funding of the successor CBA to negotiate over the placement of these employees on the SENA wage scales and over any other conditions of employment that may be unique to these employees. The grade/step placement of these employees into any new grades/steps will be retroactively effective to the first day of the pay period following ratification of the successor CBA.

In witness hereof, the City of Boston and The United Steelworkers, AFL-CIO, CLC, on behalf of the Salaried Employees of North America, Local 9158 have caused the Agreement to be signed, executed and delivered on the 4 day of Oct., 2024.

For the City of Boston:



For United Steelworkers AFL-CIO, CLC

