

CITY OF BOSTON OFF THE RECORD PROPOSAL

**MEMORANDUM OF AGREEMENT
Between the
CITY OF BOSTON
and
OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 6**

Dated: February 29, 2024
In Successor Contract Negotiations

This Memorandum of Agreement (MOA) is made pursuant to Chapter 150E of the General Laws by and between the City, and the Office and Professional Employees International Union, Local 6 (OPEIU or the Union).

On FEBRUARY 29, 2024, the parties reached a tentative agreement subject to ratification by the Union and approval by the Mayor and Boston City Council of the July 1, 2023 through June 30, 2026 agreement. This three (3) year agreement is the product of successor collective bargaining to the July 1, 2020 to June 30, 2023 agreement between the City and the Union. This MOA is effective from July 1, 2023, through June 30, 2026.

1. Compensation.

Amend Article 15 Section 1(a) 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 \$900.00

Retroactive pay, if any, 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, except for employees who retired after, but not including on June 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. 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 and 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.)~~

3. On Call

Thirty (30) days after ratification and funding of this agreement, increase the on call payment to be \$250.

Update the language in Article XVII, Section 11 to be gender neutral.

Replace the second sentence of Article XVII Section 11 with:

“Employees who volunteer to be on the on-call list will be assigned to the On call assignment on a rotating basis. When an employee volunteers to perform the on-call duties, they are required to remain on the list for six months. The parties further agree that, in the event there are no volunteers or insufficient volunteers to perform this duty, the Department has the right to ensure that this work is performed and shall assign bargaining unit employees to be on call in inverse order of seniority on a rotating basis. Each contract year, the on-call list for mandatory assignment purposes shall reset (such that the City shall start with the assignment of the lowest seniority employee and proceed thereafter in order of inverse Seniority). The City shall not make mandatory assignments of more than two (2) employees in a given week, except in the case of adverse weather conditions.

Proposed Red line:

An on-call list shall be established on a voluntary basis. ~~The on-call list shall be regularly rotated.~~ Employees who volunteer to be on the on-call list will be assigned to the On call assignment on a rotating basis. When an employee volunteers to perform the on-call duties, they are required to remain on the list for six months. The parties further agree that, in the event there are no volunteers or insufficient volunteers to perform this duty, the Department has the right to ensure that this work is performed and shall assign bargaining unit employees to be on call in inverse order of seniority on a rotating basis. Each contract year, the on-call list for mandatory assignment purposes shall reset (such that the City shall start with the assignment of the lowest seniority employee and proceed thereafter in order of inverse Seniority). The City shall not make mandatory assignments of more than two (2) employees in a given week, except in the case of adverse weather conditions.

When an off duty employee is called out of work outside ~~their~~ ~~his~~ regular hours ~~they~~ ~~he~~ shall receive:

- (a) On call pay at time an one-half for the hours actually worked on the call out;
- (b) An on-call allowance of one hundred and fifty dollars ~~(\$150)~~ ~~(\$250)~~ for each week ~~they are~~ ~~he or she is~~ on-call. To be eligible for the on-call allowance an employee must be available to work at all times during ~~their~~ ~~his~~ scheduled on-call week.
- (c) Employees shall be entitled to travel time for one half (½) hour to and from any call out at a straight time rate.
- (d) The Department shall attempt to contact the employee at home, if unsuccessful, the Department will contact the employee by city provided cellular phone.
- (e) Failure to respond to a call will result in forfeiture of the entire on-call allowance. If an employee who is on-call is unavailable or fails to respond to a call on two (2) occasions, ~~his/her~~ ~~their~~ name shall be removed from the on-call list for one (1) year and ~~they~~ shall be subject to progressive disciplinary action
- (f) Any employee who is on-call shall be responsible for ensuring that ~~his/her~~ ~~their~~ city provided cellular phone is in working order at all times (see subsection (E)).
- (g) If an employee who is on call is unable to respond during the days that they have volunteered or being assigned on call, the employee shall be responsible for getting a backup employee to respond.

4. Compensation Grade Appeals

Replace Article XVIII Section 9 Compensation Grade Appeals 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.
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/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 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.
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 in accordance with Article VII Grievance Procedure.
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.

5. Bid Process

Amend Article X Section 12

Section 12. Work schedules shall include the workday, workweek and ward or rental team assignment. Said schedules shall be bid once per year. Bids shall be processed and implemented by October 1 of each year. Work schedules as defined herein shall be bid by seniority. Seniority for the purposes of these bids shall be defined as length of service in the bargaining unit. Employees may bid the same assignment two (2) ~~four (4)~~-years. After two (2) ~~four (4)~~-years an employee may not bid on that assignment for at least one (1) year. The Department may staff any empty or understaffed ward or assignment at their discretion. All employees are assigned to both their ward and the rental team.

Employees who:

- are out on a leave of absence for any reason and do not have a definitive return date within two (2) months of the bid, or
 - employees who have extended their return date for their current leave at any prior time, or
 - employees who are unable to perform the essential functions of the position
- shall not be eligible to bid during the bidding period. The employee will be assigned to a ward or rental assignment on their return.

6. Update Direct Deposit Language

Remove the following language from Article XIV Section 12. Direct Deposit:

- a. "Effective the first pay period of calendar year 2008,"
- b. "if such arrangement has not already been made by the employee prior to that date"
- c. "Effective the first pay period following ratification of the 2017 to 2020 agreement,"
- d. ", but will still have the option to elect to receive a paper copy."

Proposed Clean:

All members of the bargaining unit shall be required to receive his or her compensation via direct deposit. Employees will receive electronic pay stubs.

Proposed Redline:

~~Effective the first pay period of calendar year 2008,~~ All members of the bargaining unit shall be required to receive his or her compensation via direct deposit, ~~if such arrangement has not already been made by the employee prior to that date.~~ ~~Effective the first pay period following ratification of the 2017 to 2020 agreement,~~ Employees will receive electronic pay stubs, ~~but will still have the option to elect to receive a paper copy.~~

7. Sick Leave

Effective 90 days after City Council Funding remove "who has completed six (6) months of continuous service for the Municipal Employer" from the first paragraph of Article XIV Sick Leave, Section 1.

Remove the language, "for absence caused by illness (which term, as here used, shall not be deemed to include pregnancy) or by injury or exposure to contagious disease or by the serious illness or death of a member of the employee's immediate family" from the first paragraph of Article XIV Sick Leave, Section 1.

Proposed Clean:

Every employee covered by this Agreement shall, subject to Section 2 of this Article, be granted sick leave, without loss of pay.

Proposed Redline:

Every employee covered by this Agreement ~~who has completed six (6) months of continuous service for the Municipal Employer~~ shall, subject to Section 2 of this Article, be granted sick leave, without loss of pay, ~~for absence caused by illness (which term, as here~~

~~used, shall not be deemed to include pregnancy) or by injury or exposure to contagious disease or by the serious illness or death of a member of the employee's immediate family.~~

8. Sick Leave Bank

Section B. Change the open period from "January 1 to January 31" to "the first week of January to January 31."

Section C. Change Committee to 4 members: two appointed by the City and two appointed by the Union.

Section C. Decrease the amount of times the Committee may extend from two times to one time and change the total period to not exceed sixty days.

Add a new section to Article XIV – Sick Leave, as follows:

There shall be established for all members of the bargaining unit an extended sick leave bank which shall be administered by the Office of Human Resources, established and utilized according to the following procedures:

- A. To be eligible for membership an employee must have completed his/her six (6) month probationary period and must have voluntarily donated one (1) sick day per year to the extended sick leave bank. An employee may donate up to three (3) days per year to the extended sick leave bank during the enrollment period, but in any event he/she must donate no less than one (1) day per year to be enrolled. In lieu of any cash redemption upon retirement from the City, an employee may elect to donate his/her percentage redemption to the extended sick leave bank. These donated days shall be deducted from accumulated sick leave but shall not be considered sick leave for purposes of monitoring sick leave usage or annual redemption of sick leave. The balance in the bank shall be the total number of sick leave days donated less the number of days granted by this Committee.

- B. Enrollment in the extended sick leave bank will be open from the first week of January to January 31 of each year.

- C. The Sick Leave Bank Committee will be responsible for the review of requests for sick leave compensation time to be withdrawn from the extended sick leave bank. The Committee will be comprised of two (2) representatives appointed by the City and two (2) representatives appointed by the Union. Members of the Committee shall be granted reasonable paid time off pursuant to Article 15. Providing that the balance in the Bank is sufficient, the Committee shall have the authority to grant up to thirty (30) days of sick leave to an employee per calendar year (Jan. 1 to Dec. 31), and shall make a determination on each application for

additional sick leave within ten (10) working days of receipt of all documentation required by the Committee. The Committee may extend for an additional thirty (30) day periods the grant for additional leave, and in no event shall such leave exceed sixty days in total. Decisions of the Committee with respect to eligibility and entitlement shall be final, and shall not be the subject of grievance or arbitration. In the event that there is a tie vote on any application, the request for use of time shall be granted.

- D. Applications for leave to be withdrawn from the extended sick leave bank must be submitted in writing to the Committee administrator along with a signed statement from the employee's doctor which fulfills the criteria in E(3) below. If the Committee has denied an application for leave, the employee may request, in writing, that the application be reconsidered at a meeting of the Committee at which the employee is present. The Office of Human Resources shall number each application for leave and shall take other steps to remove any reference to the employee's name from the medical reports or documentation. The Committee, through the Office of Human Resources, may request additional medical information from the employee's department, which may be relevant to the Committee's deliberations. The Office of Human Resources and the Committee shall at all times safeguard and shall not unnecessarily disclose or discuss confidential medical information concerning employees who have applied for sick leave from the bank. The Office of Human Resources shall make periodic status reports on the fund balance as needed by the Committee.
- E. The following criteria shall be used by the Committee in awarding sick time from the Bank:
- 1) The employee is eligible by virtue of meeting the criteria in Paragraph A above;
 - 2) The employee has exhausted all accumulated sick leave and other paid leave (such as vacation leave, personal leave and compensatory time);
 - 3) The application is accompanied by adequate medical evidence of a serious illness or serious injury which prevents the employee's immediate return to work.

The Committee may require additional medical information or documentation prior to making a decision on any application. Sick leave shall be awarded only by majority vote of the Committee. Sick leave which is granted but unused shall revert into the extended sick leave bank upon an employee's return to work or death. No employee who is granted sick time shall be allowed to redeem any unused portion pursuant to Section 8 of this Article.

9. Bereavement

Replace Article XV Section 4 with:

An employee who is in active service at the time of death shall be granted bereavement leave as outlined in the City of Boston's Bereavement Leave Policy. Any additional leave shall run concurrently with other applicable leaves of absence. The Union waives its right to bargain over the City's decision and any impacts associated with such decision to change or eliminate the Bereavement Leave Policy, unless it results in the reduction of benefits. The City will provide thirty (30) day notice to the Union of any change to or elimination of the Bereavement Leave Policy.

10. Vacation Carryover

Amend Article XII Section 8 Vacation Leave, as follows:

~~...Vacation leave may not be carried over from one calendar year to another without the express written authorization of the Employer.~~ Employees may carry over up to ten (10) days of vacation from year to year.

11. Cancer Screening

Add a new Section in Article XVII Miscellaneous.

Section [24]. Cancer Screening. ~~Effective upon City Council Funding, as of June 7, 2017, all~~ All employees covered by this Agreement shall be permitted to use up to ~~one (1) day of paid time~~ 7 hours 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 healthcare 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.

12. Probationary Period

In Article VI Section 1, replace "is not paid" with "does not work."

Redline.

Section 1. No Employee who has completed six (6) months of actual work shall be disciplined, suspended, demoted, or discharged except for just cause. Any period or periods during the first completed six (6) months of service for which an employee ~~is not paid~~ does not work (including as little as one (1) day) shall extend the probationary period by that amount of time. For the purpose of employees working on a less than full-time schedule, the probationary period will be considered complete after the employee has actually worked six (6) months. Any employee's probationary period may be extended at the discretion of the City up to a maximum of sixty (60) calendar days. The employee and the Union 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 (6) month probationary period, except in cases of recall or reinstatement.

13. Technological Changes

Add the following text as a new section to Article XVII Miscellaneous.

Section [25]. Technological Changes.

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. The City will provide the Union with thirty (30) days' notice of any change to technology. As stated in Article XVIII Section 9 Compensation Grade Appeals, perceived changes in job duties related to new technology are not a basis for reclassification.

14. Performance Evaluation Article XVII Miscellenaous Section 9

Add the following language to Article XVII Miscellenaous Section 9(c):

"The Parties agree that Performance Evaluation Forms will evaluate employee performance on fixed categories of competencies."

Replace Article XVII Miscellenaous Section 9(e) with the following:

"Should the City wish to change or eliminate the Performance Evaluation Forms, it will provide the Union with thirty (30) days notice."

Redline:

Section 9 Personnel Evaluations for Division of Housing Inspections.

- (a) It is the policy of the Department of Inspectional Services to require all employees of the Division of Housing Inspections be evaluated for job performance.
- (b) Such evaluation shall be done at least once a year and shall include all employees within the Division of Housing Inspections. The evaluations shall be undertaken by the Director of Housing Inspections and or his designated management staff and shall be approved by the Commissioner.
- (c) The evaluation shall be done on forms developed by the Department. The Parties agree that Performance Evaluation Forms will evaluate employee performance on fixed categories of competencies. All forms distributed shall include (1) the name of the employee, to be evaluated; (2) his/her length of service; (3) the period of evaluation.
- (d) Whenever such evaluation is completed, such employee shall be promptly notified and given a copy of such material. Any employee may file a written statement setting forth his opinion as to the accuracy or propriety of such personnel evaluation, such statement along with the evaluation shall be placed in his/her personnel file. Such personnel evaluation shall not be a subject of grievance or arbitration.
- (e) ~~The Department will use the attached OPEIU Performance Review System form for personnel evaluations.~~ Should the City wish to change or eliminate the Performance Evaluation Forms, it will provide the Union with thirty (30) days notice.

15. Housekeeping

The parties agree to produce an integrated contract.

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

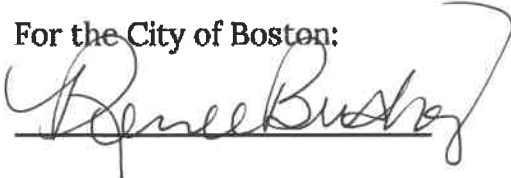
16. The City will agree to meet with the Union and discuss a leave from the field model and any other alternative work procedures that can increase productivity and worker satisfaction.

17. Duration of Agreement

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

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 8th day of March, 2024

For the City of Boston:



A handwritten signature in black ink, appearing to read "Denise Busby", written over a horizontal line.

For OPEIU, Local 6



A handwritten signature in black ink, appearing to read "Robert Sullivan", written over a horizontal line.

