

MEMORANDUM OF AGREEMENT
by and between the
SEIU, Local 888
AND THE CITY OF BOSTON
October 1, 2017 –September 30, 2020

This Memorandum of Agreement (“MOA”) is made pursuant to Massachusetts General Laws Chapter 150E between the City of Boston (“City”) and the SEIU, Local 888 (“the Union”).

On [DATE], 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, 2017 through September 30, 2020 agreement. This three (3) year agreement is the product of successor collective bargaining to the October 1, 2016 through September 30, 2017 agreement between the City and the Union. This MOA shall be effective for the period of October 1, 2017 through September 30, 2020.

This three (3) year agreement shall not take effect unless and until the Union has ratified, the Mayor has approved, and the City Council has funded, the prior (1) year agreement covering the period from October 1, 2016 through September 30, 2017.

Except as expressly provided below, the parties agree that the terms and provisions of their Collective Bargaining Agreement effective October 1, 2013 through September 30, 2016 shall be extended without modification for the period commencing on October 1, 2016 and ending on September 30, 2017.

1. Article 23, Duration

This three (3) year agreement supplements and amends the Collective Bargaining Agreement and Supplemental Agreements effective October 1, 2016, through September 30, 2017. Except as expressly provided below, the parties agree that the terms and provisions of their Collective Bargaining Agreement and Supplemental Agreements effective October 1, 2016, through September 30, 2017, shall be extended without modification for the period commencing on October 1, 2017, and ending on September 30, 2020.

2. Article 20-Compensation

Section 1A. Base wage increases as follows:

Effective FPP January 2018- 2% on base wage
Effective FPP January 2019- 2% on base wage
Effective FPP January 2020- 2% on base wage

New Steps for all SEIU wage scales except BCYF as follows:

Effective the start of the FPP in FY19, a new Step 11 will be created that will be 1% greater than the then existing Step 10 for all SEIU wage scales except BCYF.

Effective the start of the FPP in FY20, a new Step 12 will be created that will be 1% greater than the then existing Step 11 for all SEIU wage scales except BCYF.

(To advance a step an employee must have been in the prior step for a full year).

New Steps for BCYF wage scale as follows:

Effective the start of the FPP in FY19, a new Step 10 will be created for the BCYF wage scale that will be 1% greater than the then existing Step 9 on the BCYF wage scale.

Effective the start of the FPP in FY 20, a new Step 11 will be created for the BCYF wage scale that will be 1% greater than the then existing Step 10 on the BCYF wage scale.

Effective the start of the FPP in FY 21, a new Step 12 will be created for the BCYF wage scale that will be 0.5% greater than the then existing Step 11 on the BCYF wage scale.

(To advance a step an employee must have been in the prior step for a full year).

3. **Article 16-Section 9-Sick Leave Redemption**

Amend Section 9 as follows:

Upon the retirement of an employee, who commenced employment in a position in the bargaining unit before January 1, 2018, pursuant to the regulations of the State/Boston Retirement Board, effective March 1, 2018, the City shall redeem 30%, but in no event shall an employee receive more than fifteen thousand dollars (\$15,000), of the employee's accrued but unused sick leave at the employee's final rate of pay.

Upon the retirement of an employee, who commenced employment in a position in the bargaining unit on or after January 1, 2018, pursuant to the regulations of the State/Boston Retirement Board, the City shall redeem 30%, but in no event shall an employee receive more than ten thousand dollars (\$10,000), of the employee's accrued but unused sick leave at the employee's final rate of pay.

4. **Article 17-Leaves of Absence, Section 5, Parental-Maternity Leave**

Amend Article 17, Section 5, as follows:

Section 5. Parental Leave. Every employee covered by this Agreement shall be granted medical and/or parental leave consistent with the City of Boston's Medical Leave Policy. Concurrent with the Parental Leave provision in the Medical Leave Policy, effective upon funding by the City Council as of [DATE OF CITY COUNCIL FUNDING], employees covered by this Agreement may also be granted paid parental leave consistent with the City's Paid Parental Leave Policy. Such Paid Parental Leave shall run concurrent with the City's Medical Leave Policy and any other applicable approved leaves of absence, including those covered by the Family and Medical Leave Act and the Massachusetts Parental Leave Act. 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) day notice to the Union of any change to or elimination of the Paid Parental Leave Policy.

5. **Article 17-Leaves of Absence, shall be amended as follows:**

Add the following Section 8, Cancer Screening to Article 17 to be effective upon City Council Funding [DATE]:

Consistent with the City's Cancer Screening Policy, up to four (4) hours of leave for cancer screening. In addition, an employee will be entitled to be absent for the remainder of the employee's regularly scheduled work day following a cancer screening either by utilizing accrued leave or by taking unpaid leave for the remaining hours of the same work day; however, the use of such accrued leave or unpaid leave shall not count against the employee as an incident under the Attendance Policy or for purposes of the sick leave incentive in Article 17 Section 8.

6. **Article 19-Miscellaneous-Section 2-Uniforms**

Add the following new language after the existing second paragraph:

Effective December 2017, and each December thereafter, employees covered by this Agreement, except those employees in BCYF, shall receive a uniform and clothing allowance in the amount of two hundred fifty dollars (\$250.00) per fiscal year. All monetary uniform and clothing allowances existing prior to November 16, 2017, whether contained in the Collective Bargaining Agreement, Supplemental Agreements, Side Letters to the Collective Bargaining Agreement, Settlement Agreements, Memoranda of

Agreement, Memoranda of Understanding, or by practice are extinguished and replaced with the allowance above.

Amend the existing language as follows:

In addition, the City shall provide the following uniform and clothing allowances:

Property Management - subject to the operational needs and budgetary constraints the parties agree: The Department shall provide all Building Maintenance Staff one (1) winter weight jacket and one (1) lighter weight jacket or sweatshirt (to be determined by the Department).

For the Elderly Commission - See Supplemental Agreement Part A (amend consistent with new language)

For BCYF - See Supplemental Agreement Part B.

7. Article 19-Miscellaneous-Section 13- Direct Deposit

Amend Section 13 as follows:

All members of the bargaining unit shall be required to receive his or her compensation via direct deposit. Effective sixty (60) days after ratification employees shall receive electronic pay stubs in lieu of paper paystubs, but will have the option to elect to receive a paper copy.

8. Supplemental Agreement Part B: BCYF, Article 20- Compensation, Section 11(A)

There shall be a weekend differential for all regularly scheduled hours actually worked between the hours of midnight Friday and midnight Sunday as follows:

<u>Effective Date</u>	<u>Differential</u>
Prior to FPP FY 2019	fifty cents (\$0.50) per hour
Start FPP FY 2019	one dollar (\$1.00) per hour

9. BCYF Supplemental Article 10-Seniority, Section 4

(a) Where there is a vacancy the Department intends to fill on a permanent basis, an incumbent employee holding the same grade and title, may within three (3) days of the posting, make a request for a voluntary lateral transfer. The Department shall notify the incumbent employee prior to conducting interviews for the vacant position

whether his/her request for a lateral transfer has been granted or denied. No employee may apply for a lateral transfer before the end of their probationary period.

10. **Supplemental Agreement Part B: BCYF, Article 11- Hours of Work and Overtime, Section 4**

Employees may be required to work overtime to meet the operational needs of the Department as determined by the Director, or his/her designee. Overtime work shall be distributed as equitably as possible as follows: The Department shall establish an overtime list consisting of SEIU employees in order of seniority. The Department shall first offer any authorized overtime in an SEIU position on a volunteer basis in accordance with Steps I through 4 below. 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. If the Department calls an employee on the list to offer him/her an overtime opportunity but the employee does not answer, then the Department will offer the overtime opportunity to the next eligible employee; provided that the employee who did not answer shall not lose his/ her place on the rotating list. In the absence of any volunteers for overtime, the City may require employees to work overtime by inverse order of seniority. An employee will be excused from required overtime only for a compelling reason.

Step 1: The Department shall first offer an authorized overtime opportunity to SEIU members employed in the site where the overtime opportunity exists who are not already scheduled to work during any portion of the overtime shift and who are qualified to perform the overtime assignment.

Step 2: If the overtime opportunity is not accepted by an eligible site-level SEIU member at Step 1, then the Department shall offer it to SEIU members within the site's region, who hold the same job title as the overtime position and are not already scheduled to work during any portion of the overtime shift.

Step 3: If the overtime opportunity is not accepted by an eligible regional-level SEIU member at Step 2, then the Department shall offer it to SEIU members, who hold the same job title as the overtime position and are not already scheduled to work during any portion of the overtime shift.

Step 4: If the overtime opportunity is not accepted by either an eligible site-level member, eligible regional-level member or a member who holds the same job title as the overtime position, as set forth above in Steps 1, 2 and 3 respectively, then the Department shall offer it to any SEIU member employed by BCYF who is not already

scheduled to work during any portion of the overtime shift and is qualified to perform the overtime assignment.

Parties agree to establish a joint labor management committee to address the overtime lists for lifeguards, street workers, and other employees in BCYF. Such committee agrees to meet within sixty (60) days of funding, [INSERT DATE OF FUNDING] and from time to time thereafter for a period of no more than six (6) months.

11. **Appendix C: Housing Trust Side Letter**

Effective FPP January 2018, increase the City's contribution to 10 cents per hour worked per employee.

12. **Article 14-Section 7-Holiday Reopener (housekeeping)**

Delete Section 7.

13. **Article 20-Compensation (housekeeping)**

Delete Sections 1 and 1B.

14. **DND**

If, between one-hundred and fifty (150) and one-hundred and eighty (180) days prior to September 30, 2020, the Union gives the City written notice that fifty-one percent (51%) or more of the employees in the Department of Neighborhood Development (DND) represented by SEIU wish to part from the SEIU Citywide Unit and reestablish a separate SEIU DND Unit, the City will not object to the DND employees reestablishing the separate SEIU DND Unit previously certified by the Department of Labor Relations.

15. **BPD**

The City agrees, effective September 30, 2020, should the employees represented by SEIU, Local 888 who work at the Boston Police Department (BPD) request a separate table for successor bargaining the City will agree to such separate table. If the parties reach agreement on provisions only applicable to BPD, such provisions shall be memorialized in a supplemental agreement for BPD provided they are ratified and approved by the Mayor and funded by the City Council.

16. Article 19-Misceallenous- add new Section 19- Pre-Paid Group Legal Services

Effective July 2018, add new Section 19, to Article 19-Pre-Paid Group Legal Services

- A. 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.

17. Article 17A – Amend Article 17A, Section 2(c) as follows:

Amend the language as follows:

Attendance by employees who are delegates or alternates to the SEIU International Union Convention, which meets not more than every other year. Requests for such leave shall be made in writing to the Office of Labor Relations two (2) weeks in advance of the convention,

[Handwritten signature]

Spencer Rumpel

Mario Tan

[Handwritten signature]
Dijilobus

[Handwritten signature]
Arthur [unclear]