

OFF THE RECORD PROPOSAL

**Memorandum of Agreement
Between
The City of Boston and
Service Employees International Union, Local 888 Boston Citywide**

January 31, 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 Service Employees International Union, Local 888 ("Union" or "SEIU"), agree to a collective bargaining agreement ("CBA") from July 1, 2023 through June 30, 2026 with the following terms.

All existing provisions in the parties' October 1, 2020-June 30, 2023 CBA not expressly amended or deleted by this Memorandum of Agreement shall be included in the July 1, 2023 - June 30, 2026 CBA.

1. Article 20, Section 1 - Base Wage Increases

Bargaining unit members employed on the date this Memorandum of Agreement is funded by the City Council shall receive the following:

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

- Effective First Pay Period (FPP) January 2024 - Salary Increase of 2%
- Effective First Pay Period (FPP) January 2025 - Salary Increase of 2%
- Effective First Pay Period (FPP) January 2026 - Salary Increase of 2%

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

- Effective First Pay Period (FPP) January 2024 - Salary Increase of \$500
- Effective First Pay Period (FPP) January 2025 - Salary Increase of \$250
- Effective First Pay Period (FPP) January 2026 - Salary Increase of \$900

The above flat dollar increases to the wages will be added after the percentage increases each year and are increases to the annual salary.

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 that 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 up to one year from the scheduled date.

However, all base wage increases and base dollar amount increases due under this agreement will have an effective date 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.

Section 11-Night Shift Differential and Weekend Differential

Amend as follows:

2. Effective thirty days after City Council funding, there shall be a weekend differential of ~~fifty cents (\$0.50)~~ **two dollars (\$2.00)** for all regularly scheduled hours actually worked between the hours of Midnight Friday night and Midnight Sunday.

2. **Article 18, Section 4 – Technological Changes**

Delete the current Section 4 of Article 18 and replace with, “This section intentionally left blank.” Move the existing language over to Article 5, Management Rights by creating a new Article 5, § 5 to and amend as follows:

- a) ~~The Union and the City recognize that there may be adjustments precipitated by the introduction of new technology to the City's workforce. To ease that adjustment, the Union and the City agree to work~~

~~together during the introduction and implementation process. The Union and the Employer recognize that the introduction of technological change should have a positive impact on the quality of work life and job tasks of those who use the new technology. The City agrees to comply with all bargaining obligations provided by law.~~

~~Both parties recognize that the Union's role is purely advisory, and the City assumes final responsibility and authority.~~

~~In accordance with the City's desire to provide for a healthy and safe working environment, the City will make every effort to purchase and maintain quality and well-designed equipment.~~

~~The City will provide the Union and employees with prior notification of technological change, and will involve the Union and the affected employees in the planning process. In the event of technological advancement, the City will provide on the job training to bargaining unit employees. The City recognizes the value of work performed by its employees and will make an effort to prevent any undesirable consequences.~~

- ~~b) The City agrees to meet with the Union to discuss any labor/management issues regarding these proposed changes. Such issues may include:~~
- ~~1) Planning the introduction of new equipment;~~
 - ~~2) The introduction of new job classifications and any changes in current job classification or descriptions;~~
 - ~~3) Training requirements and availability;~~
 - ~~4) Health and safety considerations, including ergonomic factors;~~
 - ~~5) Machine monitoring and/or machine pacing.~~

~~As stated in Article 20, § 4, perceived changes in job duties related to new technology are not a basis for reclassification. No wages, benefits or fringes shall be reduced by the introduction of new technology to current job classification(s).~~

~~Pregnant employees who work on VDT systems may request temporary re-assignment within their job description or a comparable position, and be reassigned within two (2) weeks of notification to the immediate supervisor of the pregnancy and for the duration of the pregnancy. This request must be made in writing to the Appointing Authority with verification from the employee's physician.~~

~~It is recommended that those employees who are assigned to operate various forms of new technology, i.e., micro and mini computers, be allowed to rotate assignments, where possible, to avoid low productivity, eye strain, and other undesirable effects of these assignments.~~

Consistent with the rest period benefit in Article 10, Section 7, VDT operators shall be required to take a break away from his/her screen of at least fifteen (15) minutes after two (2) hours of work on the terminal. In the event the normal work schedule does not provide a lunch or rest break every two (2) hours, the employee shall be assigned duties away from the VDT screen for fifteen (15) minutes after two (2) hours of break.

~~e. Equipment purchased after the date of execution of this Agreement shall conform to "industry standards" and shall be equipped with a non-glare screen cover, brightness and contrast controls, and detachable keyboard and adjustable screens.~~

~~An effort shall be made to install the equipment to ensure comfort, ease of use, and safety. Where possible, the City will install machines away from windows and in a properly lighted environment. Cleaning solutions and materials shall be provided by the Employer. Other forms of maintenance including monitoring for radiation shall be performed by qualified personnel on a regular basis. A record of such maintenance will be kept at each terminal and be available to the terminal user.~~

~~d. Training which shall include instructions in the specific operations, special precaution and safety features, shall be provided during the introduction and implementation of new technology in the work place.~~

~~No employee shall be required to work on equipment that he/she has not been trained to operate. Training shall be conducted by appropriate personnel, and a record of this training shall be maintained by each department.~~

3. Article 6 - Discipline and Discharge

Amend current Section 4 as follows.

Section 4. The probationary period for all new employees shall be six (6) months of actual work. Any period or periods during the employee's first six (6) 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. 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 six (6) months of actual work. 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) months probationary period, except in cases of recall or reinstatement.

Any employee provisionally promoted, promoted, provisionally appointed, transferred and/or placed in a new position in the bargaining unit shall serve a separate four (4) months of actual work evaluation period during which time the Appointing Authority for the Department the employee is promoted to, transferred to, or appointed to may request that the Appointing Authority for the Department the employee previously worked in return the employee to the same or a similar position within the Department that the employee previously worked. The Appointing Authority for the Department that the employee previously worked ~~may shall then at his/her discretion~~ return the employee to the employee's same or similar position in the Department that the employee previously worked. At all times during this promotional evaluation period, any employee who has completed his/her initial probationary period or any extension thereof after first being hired shall retain all just cause protections provided for in Article 6, Section 1 of this contract. For the purpose of this Article, a demotion back to the same or a similar position shall not constitute discipline or adverse employment action and will not be subject to just cause protections.

4. **Article 11, Section 4 – Hours of Work and Overtime**

Amend Section 4 as follows:

Section 4. Based on the operations and budgetary needs of the Department, supervisors or managers may, upon an employee's request, agree to compensate overtime with time off rather than monetary payment. Such a request will not unreasonably be denied. The rates of compensatory time shall be the same as for monetary compensation as determined by Section 2 above. Compensatory time must be used within ninety (90) days from the date on which it was earned. Should an employee, for any reason, not use the compensatory time within ninety (90) days from the date it was earned, the Department shall convert the compensatory time to a monetary payment at the appropriate rate.

Use of Compensatory time must be requested 48 hours in advance, and must be approved as follows:

(a) by the employee's supervisor where the requested compensatory time off alone or in combination with any other authorized leave or vacation, is not more than 2 weeks, or

(b) by the Appointing Authority or designee where the requested compensatory off, alone or in combination with any other authorized leave and/or vacation, is more than 2 weeks.

5. **Article 11 – Hours of Work and Overtime**

Amend by adding Section 5(A):

5(A). Elections Department

Employees will be offered overtime based on seniority within the Elections Department. A list will be kept of overtime standing which will be posted in a conspicuous place. For purposes of overtime standing, overtime refused shall be counted as worked. Overtime standing shall be computed on the basis of instances of overtime opportunities. For purposes of overtime standing, overtime actually worked by designated coordinator(s) will not count toward overtime standing. However, refusal of designated coordinator(s) will count toward overtime standing. If no volunteers are available for overtime work, mandatory overtime may be assigned based on inverse seniority within the department. Any employee who refuses mandatory overtime will be subject to discipline. Any mandatory overtime will be credited on the overtime list. Where an employee has accepted an overtime event and then declines to work the event on the day of the event, said employee shall be treated as if he/she refused the overtime event. An employee who is offered an event overtime opportunity with less than 24-hours' notice and declines the overtime opportunity shall not lose his/her event overtime standing as a result.

6. Article 11, Section 12 – Hours of Work and Overtime

Amend Section 12 as follows:

Section 12. The City agrees to expedite the process of payroll and overtime checks, if feasible.

7. Article 16, Section 1 - Sick Leave and Personal Days

Amend Section 1 as follows:

Section 1. 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 authorized absences pursuant to the City's Attendance Policy. ~~for absence caused by illness or by injury or exposure to contagious disease or by the serious illness or death of a member of the employee's immediate family or by illness or disability arising out of or caused by pregnancy or childbirth.~~ Effective 90 days from the time of City Council funding, probationary employees will be entitled to use this benefit.

Sick leave shall accrue at the rate of one (1) day for each 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.

8. **Article 16, Section 11 - Personal Days**

Amend paragraphs 3 and 4 to read:

Personal days may not be accumulated, redeemed for monetary payment or carried forward to the following year. Employees shall provide 48 hours notice ~~reasonable notice~~ prior to utilizing personal leave days which are of a non-emergency nature. Employees that work in departments that have multiple shifts must provide reasonable notice. Requests for personal leave are subject to the operational needs of that employee's unit. For purposes of this Section only, the supervisor shall be the sole judge of the operational needs of the employee's unit, provided that such judgment shall not be exercised arbitrarily or capriciously.

Where personal days are of an emergency nature, notification of such request shall be made ~~within the first~~ before the start of scheduled work, or in the case of a 24-hour operation, ~~within~~ one hour prior to the start of an employee's work shift. The Appointing Authority in his/her discretion may authorize a personal day with less notice required by this section.

9. **Article 17 – Other Leaves of Absence**

Amend Section 1(f) as follows:

(f) Voting time up to a maximum of two (2) hours for voting in a state, municipal or other election, provided that the hour of opening and closing the polls in the City or Town in which an employee is registered to vote would preclude him/her from voting outside regular working hours, taking into consideration travel time from the polls to his/her regular place of employment, or vice versa. Employees of the Elections Department are unable to utilize this benefit on the day of an election and can only use the benefit to vote on days other than the day of an election.

10. **Article 17 - Other Leaves of Absences**

Delete the language in Section 4 and replace with:

Bereavement Leave. The Union agrees to accept the City of Boston's Bereavement Leave Policy to be effective 90 days from City Council funding. 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.

11. **Article 19, Section 9**

Amend as follows:

Section 9. Performance Appraisals.

The City and the Union recognize the importance of improved productivity and performance in order to provide for the optimum level and highest quality of services for the City of Boston. Accordingly, the parties acknowledge that they have established a fair and reasonable performance review system and instrument. The parties agree that the performance evaluation shall not serve as the basis for an annual step increase nor shall it constitute discipline. The parties agree that employees shall not be subject to a formal evaluation using the performance evaluation instrument agreed to by the parties more than once per year.

The Parties agree that Performance Evaluation Forms will evaluate employee performance on fixed categories of competencies. Should the City wish to change or eliminate the Performance Evaluation Forms, it will provide the Union with thirty (30) days notice.

Nothing in this Section shall preclude the City from providing performance-based feedback, engaging in discussions regarding performance throughout the year, or issuing progressive discipline as set forth in Article 6 (Discipline and Discharge.).

~~The parties agree to form a joint committee to review the Performance Review System instrument. Said committee shall consist of no more than five (5) members of the Union and five (5) members of the City. The committee shall meet within thirty (30) calendar days of ratification. The committee shall meet at the request of either party for a one (1) year period following ratification in an effort to reach resolution or impasse on the implementation of the Performance Review System instrument.~~

12. **Article 19, Section 13 - Miscellaneous**

Amend Section 13 as follows:

Section 13. Direct Deposit.

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.~~ which may be printed out from a work computer.

13. **Article 12, Section 3 - Temporary Service in a Lower or Higher Position and Promotions.**

Amend Section 3 by adding new subsections:

(c) Temporary Service shall mean instances where an employee is performing more than 50% of the job duties listed in the job description of the assigned position for more than 50% of their work time.

(d) 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.

(e) 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.

14. Article 20, Section 4, Compensation Grade Appeals

Delete Section 4(a), (b) and (c), and BCYF Supplement D Article 20 Section 4 and replace as follows:

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 12 (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. In instances where an employee seeks an upgrade to a higher graded position, 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, this 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 7.
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.

15. Article 3 – Payroll Deductions of Union Dues

Delete all language and replace as follows:

“PAYROLL DEDUCTION OF UNION DUES AND AGENCY SERVICE FEE

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 the 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 payroll deduction of union dues or agency fees. Remittance of the aggregate amount of dues or fees deducted shall be made to the Union’s Treasurer within twenty-five (25) working days after the month in which dues are deducted. An employee may withdraw his/her dues check-off authorization by providing notice in writing to the Office of Labor Relations, and the union will be notified immediately of such request to withdraw union dues authorization.

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.

16. Article 4 - Payroll Deduction of Agency Service Fee [HOLD]

Delete all language and replace as follows:

“This article intentionally left blank.”

17. Article 19 - Miscellaneous

Amend Section 2 as follows:

Effective December 2024, 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 Section 17 as follows

~~Effective for the duration of this agreement, calendar year 2022:~~ all full time benefits eligible and part time benefits eligible employees covered by this Agreement are entitled to a pretax 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. ~~Additionally, full time benefits eligible employees are eligible for up to \$200 in bike maintenance and repair services redeemable exclusively at City-run bike maintenance and repair events.~~ 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.

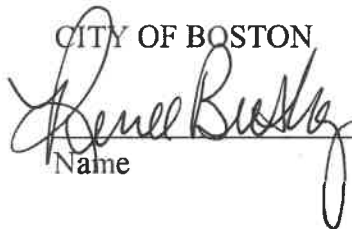
18. In full resolution of all issues pertaining to the salaries of the Office Assistant and Receptionist titles at BCYF, the parties agree as follows:

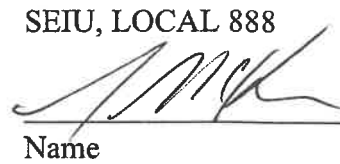
- a. The Office Assistant title will be eliminated and those currently in the title of Office Assistant will be reclassified to a Staff Assistant (CC-10).
- b. The Receptionist title will be eliminated and those currently in the title of Receptionist will be reclassified to a Staff Assistant (CC-10).
- c. This agreement applies only to the titles of Office Assistant and Receptionist titles at BCYF. Any other titles using the above pay scales are not covered by this agreement.
- d. The Union agrees that this step placement shall be non-precedential. The parties agree that the twenty-year rule does not apply to reclassifications including the reclassifications of the Office Assistant and Receptionist titles above.
- e. The parties agree that the above reclassifications are effective the First Pay Period of July 2024.

This three-year agreement is subject to the following:

1. The Union has ratified this Agreement covering the period from July 1, 2023 through June 30, 2026; and
2. The Mayor has approved this Agreement covering the period from July 1, 2023 through June 30, 2026; and
3. The Boston City Council has voted to fund this Agreement covering the period from July 1, 2023 through June 30, 2026.

In witness hereof, the City of Boston and SEIU, Local 888, have caused the Agreement to be signed, executed and delivered on the 31st day of January, 2024

CITY OF BOSTON

Name _____ Date 1/31/24

SEIU, LOCAL 888

Name _____ Date 1/31/24

