

MOA # 1

MEMORANDUM OF AGREEMENT

between

CITY OF BOSTON

and

NEW YORK TYPOGRAPHICAL UNION, CWA LOCAL 14156

This Memorandum of Agreement (MOA) is made pursuant to Chapter 150E of the Massachusetts General Laws by and between City of Boston (City) and New York Typographical Union, CWA Local 14156 (Union);

WHEREAS, the Union and the City are parties to a Collective Bargaining Agreement (CBA) whose expiration date is September 30, 2023; and

WHEREAS, in light of the good faith relations that have characterized the bargaining relationship, the parties have reached a tentative agreement subject to ratification by the Union and approval by the Mayor and Boston City Council of the October 1, 2023 to September 30, 2026 CBA. This MOA is expressly conditioned upon the Union's acceptance of the October 1, 2026 to September 30, 2027 MOA;

and

NOW THEREFORE, the parties agree as follows:

This MOA amends the Collective Bargaining Agreement effective October 30, 2020, through September 30, 2023. Except as expressly provided below, the parties agree that the terms and provisions of their Collective Bargaining Agreement, effective through September 30, 2023, shall be extended without modification.

1. Article 1 (Recognition of the Union).

The City hereby recognizes the Union as the exclusive bargaining representative of all employees covered by this Agreement. The words "employee" and "employees" when used in this contract apply to Visual Communication Specialists, I, II, and III.

2. Replace Article XXIII (Technology) with the following:

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. The Union waives its right to bargain over the City's decision and any impacts associated with such decision

to introduce, replace, or eliminate technology. The City will provide the Union with forty five (45)~~thirty (30)~~ days' notice of any change to technology to bargain the impact of such decisions. ~~P. As stated in Article 20, § 5,~~ perceived changes in job duties related to new technology are not a basis for reclassification.

Section 2. In order to clarify current practice, the City and the Union specifically agree that all City owned property including hardware, software, databases, communication networks, peripherals, and all other electronic technology, whether networked or free-standing, is the property of the City and is expected to be used as it has been used in the past, for official City business. Use by employees of the City constitutes express consent for the City and its Departments to monitor and/or inspect any data that users create or receive, any messages they send or receive, and any web sites that they may access on City owned devices. The City retains the right to inspect and randomly monitor any user's computer, phone or tablet or other City owned device any data contained in it, and any data sent or received by that asset. Employees shall be responsible for the care and security of technology assets assigned to them in the course of their duties. Serial loss, excluding theft, or damage to technology resources and assets may result in disciplinary action. The Departments will disseminate this Section to its employees at the time of their hire; and thereafter on an annual basis, as part of the employee's performance evaluation and afford said employees the opportunity to request clarification should it be necessary. The employee shall then sign an acknowledgment that he/she has received, read and understands this section within ten (10) working days of receipt.

32. Delete Article IV (Payroll Deduction of Agency Service Fee) to comply with the current state of the law post Janus v. AFSCME and replace with "This Article intentionally left blank."

ARTICLE IV.

PAYROLL DEDUCTION OF AGENCY SERVICE FEE

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 employees, an agency service fee, the sum of 3% of weekly gross earnings, 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 a majority of all employees in the bargaining unit.

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

~~of court of competent jurisdiction as a result of the City's compliance with Section 1 of this Article.~~

~~43.~~ Provide that members may utilize sick leave or bereavement leave within their probationary period (which extends their probationary period by an equal amount of time). This requires changes to Article VII (Discipline & Discharge), Article XVII (Sick Leave – Personal Leave), and Article XVIII (Other Leaves of Absence) as follows:

B.A. In Article VII (Discipline & Discharge), Section 4, after the first full sentence add the following:

“Any period or periods during the employee’s first six (6) months for which the employee was authorized to use paid time off, shall extend the probationary period by an equal amount of time.”

D.B. Modify Article XVII (Sick Leave – Personal Leave), 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 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.

H.C. Delete Article XVIII (Other Leaves of Absence), § 4 and replace it with the following:

“An employee who is in active service at the time of death of a family member listed in the Policy shall be granted bereavement leave as outlined in the City of Boston Bereavement Leave Policy (attached as Exhibit 1). 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 ~~forty five (45)~~ thirty (30) days notice to the Union of any change to or elimination of the Bereavement Leave Policy.”

45. Article VII (Discipline & Discharge) – In Section 4, convert back to a six (6) month probationary period.

Section 4. No employee whose office or position is neither classified nor deemed to be classified under civil service law and rules and who has completed six months ~~one hundred and twenty (120) days (or 840 hours)~~ of actual work shall be disciplined, suspended, or discharged except for just. Any period or periods during the first six months ~~one hundred and twenty (120) days (or 840 hours)~~ of service for which an employee does not work is not paid (including as little as one hour) or period or periods of time during the employee's first six 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 eight hundred and forty (840) hours (seven hours per day for one hundred and twenty days). 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. Any employee who separates from service and is subsequently re-employed by the City of Boston shall serve a new one hundred and twenty (120) day probationary period, except in cases of recall or reinstatement.

65. Modify Article XII, § 1A (Personal Leave) as follows:

Beginning in 2013, on January 1 of each calendar year, full-time employees on the payroll as of that date, shall be credited with three (3) paid personal leave days, which must be taken during the same calendar year. In addition, these employees may take two (2) additional personal leave days to be deducted from the employee's accrued sick leave balance. These two (2) personal leave days shall not be considered sick leave for purposes of monitoring sick leave usage.

Any full-time employee who begins employment after January 1 but before July 1 will be credited with two (2) personal leave days which may be taken upon completion of the employee's probationary period.

Personal leave days may be used to conduct personal business that could not be done outside of working hours. Such leave shall be taken in whole hour-long units of not less than one hour or not more than seven hours (eight for employees (if any) working 40 hours per week and seven and one-half for employees (if any) working thirty-seven and one-half hours per week). Fractions of hours taken shall be deemed whole hours. No employee shall use personal leave on the day before or after a holiday or on the day before or after vacation leave. Except in emergencies, an employee must provide forty-eight (48) hours notice and obtain the employer's approval prior to utilizing personal time.

~~Except for emergency situations, An employee must provide at least 48 hours notice prior to utilizing the personal time and obtain the prior approval of the Employer as~~

~~to the timing of personal leave. Where reasonable notice is given to the Employer, approval will be granted provided the scheduling of personal leave does not adversely affect operating needs of the Employer.~~

76. Article XXI (Performance Appraisal) – Delete the current language and replace with the following:

“The City may utilize the Performance Review System form referenced in, and appended to, the parties’ 2013-2016 MOA. Should the City wish to change or eliminate the performance evaluation form, it will provide the union with thirty (30) days notice. The union acknowledges that the City has satisfied any and all bargaining obligations that may exist pursuant to M.G.L. c. 150E or otherwise regarding the City’s performance evaluation forms.”

87. Article VI (Employment and Union Security) –

Delete Sections 5 & 6.

98. Article XIV (Compensation) – Amend Section 1 as follows:

In Section 1, effective within 90 days from City Council funding of this CBA, implement changes as follows:

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

January 2024	→	2%
January 2025	→	2%
January 2026	→	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

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

Retroactive pay shall be limited to employees of the city on the date of City Council funding of this Memorandum of Agreement. Employees who separated from employment for any reason prior to the date of City Council funding shall not be eligible for retroactive pay, except for employees who retired after, but not including on September 30, 2023.

If state aid revenue decreases compared to the prior fiscal year at any point during a fiscal year 2026 ~~only covered by this MOA~~, then the next scheduled base wage increase and base dollar amount increase will be delayed ~~by up to~~ 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 this agreement. ~~The parties agree that this provision of the agreement shall lapse, expire, and sunset on October 1, 2027. have an effective date prior to the expiration of the agreement.~~

Appendix A: Side Letter Agreement
Exhibit 1: City of Boston Bereavement Leave Policy

107. Article XXV (Duration) –

Amend Sections 1 & 2 to reflect a three year CBA extending from October 1, 2023 through September 30, 2026.

The City of Boston New York Typographical Union

Renee Bushev 2/15/24 Art Darini 2/15/2024
Renee Bushev Date Art Darini Date

Director
Office of Labor Relations

[Signature] 2/15/24
Deputy Superintendent Richard Dahill Date

Director
BPD Labor Relations