

MEMORANDUM OF AGREEMENT
by and between
the SEIU, Local 888
AND THE CITY OF BOSTON
October 1, 2020 - June 30, 2023

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 Dec 1, 2022, 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, 2020 through June 30, 2023 agreement. This two year and nine month agreement is the product of successor collective bargaining to the October 1, 2017 through September 30, 2020 agreement between the City and the Union. This MOA shall be effective for the period of October 1, 2020 through June 30, 2023.

This agreement shall not take effect unless and until the Union has ratified, the Mayor has approved, and the City Council has funded such agreement.

Except as expressly provided below, the parties agree that the terms and provisions of their Collective Bargaining Agreement effective October 1, 2017 through September 30, 2020 shall be extended without modification for the period commencing on October 1, 2020 and ending on June 30, 2023.

1. **Wages**

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

- Effective First Pay Period (FPP) January 2021 - Salary increase of 2%
- Effective First Pay Period (FPP) January 2022 - Salary increase of 1.5%
- Effective First Pay Period (FPP) January 2023 - Salary increase of 2%

Retroactive pay shall be limited to employees of the City on the date that the Union ratifies a Memorandum of Agreement. Employees who separated from employment for any reason prior to the date the Union ratifies this Memorandum shall not be eligible for retroactive pay, except that an employee who was employed during the period of this agreement and retired after July 1, 2021 shall be eligible for the retroactive pay.

Section 1A. In recognition for the hard work during the COVID-19 pandemic, bargaining unit members employed on June 30, 2022 shall receive a one-time lump sum payment of one thousand Dollars (\$1,000.00), minus standard deductions, effectuated within ninety days from City Council funding.

2. **Article 16. (Wellness Days)**

Add New Section as follows:

Wellness Days: On a one-time only, non-precedent setting basis, the City will award two (2) Wellness Days for use during calendar year 2022 or 2023 to regular full-time active status Union members hired before the execution of this Agreement. These two (2) Wellness Days must be taken in full shift increments. No employee is allowed to work overtime on a day they are using a Wellness Day. This benefit is awarded on a “one-time basis” and will expire on December 31, 2023, and does not establish precedent or practice. These Wellness days shall not carry over into Calendar Year 2024 under any circumstances; nonuse of any or all of these days shall not entitle an employee to any extra leave or compensation on the basis of nonuse and is not subject to any annual buy back, rollover or severance. Use of these days are subject to approval of an employee’s supervisor.

3. **Article 14. (Holidays)**

Amend Section 1 to include “Juneteenth.”

Amend Section 1 to remove “Columbus Day” and replace it with “Indigenous People’s Day.”

4. **Article 2. (Non-Discrimination)**

Amend Section 1 and Section 3 as follows:

~~Section 1. The City and the Union agree not to discriminate against any employee because of race, color, religion, creed, ancestry, national origin, military status, sex, sexual orientation, age, physical or mental disability, parental status, marital status, union activity, and membership or non-membership in the Union.~~

Section 1. The City and the Union agree not to discriminate against any employee because of race, color, religion, creed, ancestry, national origin, military or veteran status, gender, gender identity, gender expression, sex, sexual orientation, age, ethnicity, physical or mental disability, parental status, marital status, union activity, and membership or non-membership in the Union.

Section 3. The Union and the City agree that the City’s Policy Prohibiting Discrimination, Harassment, sexual Harassment, and Retaliation and Explaining the Reporting Process, a copy of which is available upon request with the City’s Human Resources Department, a policy of non-discrimination by itself may not result in the achievement of equitable representation of minorities, women, or disabled persons. Therefore, the parties acknowledge that

there may be a need for the aggressive recruitment and promotion of minorities, women and disabled persons.

A committee of three Union and three Management representatives shall meet upon the request of either party, to propose and consider appropriate affirmative action measures **and/or measures to help ensure compliance with the City's Policy Prohibiting Discrimination, Harassment, Sexual Harassment, and Retaliation and Explaining the Reporting Process and/or all sections of this Article**. If either party proposes an agenda at least one week prior to the first of the month, the Committee will meet in that month. No more than two (2) hours of release time shall be granted for each member of this committee per month.

5. **Article 19. (Miscellaneous)**

Move Article 19 Miscellaneous, Section 8, to become the new Section 5 in Article 18, Health and Safety:

Health and Fitness. The City and the Union acknowledge the need for affirmative measures to address the health and well-being of City employees. Therefore, the parties agree to cooperate in the planning and implementation of programs and measures which encourage the health and longevity of all employees covered by this Agreement.

8. **Article 19. (Joint Labor Management Committee)**

Amend Article 19, Section 10 as follows:

In each Department covered by this Agreement, there shall be a Joint Labor Management Committee comprised of **up to** three (3) persons from management and **up to** three (3) from the Union. The committees shall meet once per month ~~for four (4)~~ **up to two (2)** hours, unless the parties agree otherwise, to discuss items of concern at any time during the life of this Agreement, including but not limited to, further application of performance appraisals, affirmative actions, health and safety conditions, **job duties and workload**, upgrades, job reclassifications, flex schedules and start times. Paid release time shall be granted to the Union's representatives to this committee consistent with the above limitations. Should a Joint Labor Management Committee topic merit further discussion, a subcommittee may be formed accordingly. **Neither the City nor the Union waives any rights under M.G.L. c. 150E by participating in meetings held in accordance with this section.**

9. **Article 19. (MBTA Pass)**

Amend Article 19, Section 17 as follows:

~~Effective first pay period after ratification of this agreement, the City agrees to contribute up to twenty-five dollars (\$25.00) per month per employee toward the Massachusetts Bay Transportation Authority (MBTA) pass selected by the employee. The City's contribution will not exceed twenty-five dollars (\$25.00) per month per employee, regardless of the type of pass selected by the employee. To be eligible, 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.~~

Effective for calendar year 2022, 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. 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.

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.

10. **Article 7. (Grievance Procedure)**

Revise Article 7, Section 2, "Step 4" to increase time to submit grievance to arbitration from forty-five (45) calendar days to seventy-five (75) calendar days.

To be amended as follows:

Step #4: If the grievance is neither settled nor resolved in favor of the Union at Step #3, or if no response is received from the City within the required timelines, the Union, and not any individual employee, may submit the grievance to arbitration. The Union must submit the grievance to arbitration within ~~forty-five (45)~~ **seventy-five (75)** calendar days of submitting the grievance in writing to the Office of Labor Relations at Step #3, or it shall be waived. "Submit to arbitration" means a demand for arbitration and a list of three (3) arbitrators, selected from the list as defined in Article 7 section 4(a), is filed with the ~~American Arbitration Association~~ **Labor Relations Connection**, within the specified time limits.

11. **Article 10. (Seniority)**

Amend Article 10, Section 3, "Shift Bidding for All City of Boston Employees except BCYF" as follows:

Seniority rights to a shift vacancy shall be limited to employees in the work unit in which the shift occurs. ~~The Supervisor shall post notice in the work unit site that a vacancy is available on a specified shift.~~ The employer shall post notice of the vacancy in the work unit/site and shall notify all members in the department where the vacancy occurs via their work email addresses. Employees wishing to transfer to that shift shall notify the supervisor in writing within one week of the posting. Nothing contained herein shall be construed to require that supervisor to fill any vacancy.

This three-year Agreement is subject to the following:

- (i) The Union has ratified this Agreement covering the period from October 1, 2020 through June 30, 2023 and
- (ii) The Mayor has approved this Agreement covering the period from October 1, 2020 through June 30, 2023 and
- (iii) The Boston City Council has voted to fund this Agreement covering the period from October 1, 2020 through June 30, 2023.

In witness hereof, the City of Boston and SEIU, Local 888, have caused the Agreement to be signed, executed and delivered on the 6 day of DEC, 2022.

CITY OF BOSTON

Rene Bushy

SEIU LOCAL 888

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