

**MEMORANDUM OF AGREEMENT**  
**by and between**  
**the SEIU, Local 888, Mayor's Office of Housing**  
**and THE CITY OF BOSTON**  
**October 1, 2020 - September 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, Mayor's Office of Housing (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 September 30, 2023 agreement. This three (3) year 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 September 30, 2023.

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 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 September 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 September 30, 2020 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 14. (Holidays)**

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

#### **3. Department of Neighborhood Development Job Series**

Amend and update the DND job series to include the positions described in the original Certification of Representatives found in MCR-4148.

#### **4. Article 2 – Non-Discrimination**

Section 1 shall be replaced with the following:

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, gender identity, gender expression, and military or veteran status. A grievance alleging a violation of this article shall be filed initially at step 3 of the grievance procedure.

#### **5. Article 7 – Grievance Procedures**

Amend Article 7, Sections 2 and 4 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) 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 parties list as defined in Article 7 section 4(a), is filed with the American Arbitration Association~~ Labor Relations Connection, within the specified time limits.

#### Section 4. Arbitration Procedure

(a) The procedure for arbitration shall be as follows:

(1) The parties shall maintain a list of mutually agreed to arbitrators who will serve to hear disputes at the ~~American Arbitration Association~~ **Labor Relations Connection**. Either party shall have the right to remove arbitrators from the list upon giving thirty (30) calendar days' notice to the other party and the **Labor Relations Connection** ~~American Arbitration Association~~, in which case another arbitrator shall, by joint agreement, be added to the list.

(2) The arbitrator shall be selected by mutual agreement of the parties. The Union shall submit to the ~~American Arbitration Association~~ **Labor Relations Connection** its demand for arbitration and a list of three (3) proposed arbitrators from the parties' agreed upon list within the specified time limits. The ~~American Arbitration Association~~ **Labor Relations Connection** will notify the City of the Union's intent to arbitrate and the names of the three (3) arbitrators for the City's selection. The City shall select one (1) arbitrator from the list and submit it to the ~~American Arbitration Association~~ **Labor Relations Connection** who will then handle the processing of the arbitration.

(b) Arbitration hearings will be conducted as follows: A transcript of the hearing shall be made if either party so requests. Transcripts shall be paid for by the party requesting it (unless the other party also orders a copy) and in no event shall the utilization of the transcript affect any of the time limitations herein.

If either party has declared the intention to file a post-hearing brief, the brief shall be submitted within thirty (30) calendar days following the conclusion of the hearing. The arbitrator's award shall be rendered within thirty (30) calendar days following receipt of the parties' briefs. The time limits may be extended by mutual consent.

The fees and expenses of the arbitrator shall be shared equally by the parties. The decision of the arbitrator shall be final and binding on the parties. In cases where the question of arbitrability is raised, the arbitrator (as selected in accordance with this Article) may decide the arbitrability of the grievance. In the event the Employer raised the question of arbitrability, the arbitrator shall receive evidence and testimony on arbitrability and the merits of hearing the case. However, either party may move to bifurcate the case in the interest of a speedy resolution and clarification of the issue. In such case, the party requesting to bifurcate shall give the other party reasonable notice of the request and the arbitrator shall make a preliminary decision to grant or deny the request to bifurcate the case. In the event the request to bifurcate is allowed, a hearing on arbitrability shall be conducted according to the ~~American Arbitration Association's~~ **Labor Relations Connection's** rules on expedited arbitration. In the event a grievance is determined to be arbitrable following a bifurcated hearing, the parties may mutually agree to select a new arbitrator to hear the merits of the underlying grievance.

(c) Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the arbitrator shall be borne equally by the parties.

(d) Any issue regarding the rules and procedures for arbitration not covered above shall be subject to the voluntary Rules of the Labor Relations Connection American Arbitration Association.

**6. 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.

**7. Separation of SEIU-MOH from City-Wide SEIU**

As agreed to in the Agreement between the City of Boston January 23, 2018, the parties agree that to continue to work to 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.

**8. 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.

This three-year Agreement is subject to the following:

- i. The Union has ratified this Agreement covering the period from October 1, 2020 through September 30, 2023; and
- ii. The Mayor has approved this Agreement covering the period from October 1, 2020 through September 30, 2023; and
- iii. The Boston City Council has voted to fund this Agreement covering the period from October 1, 2020 through September 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 1 day of Dec, 2022.

CITY OF BOSTON



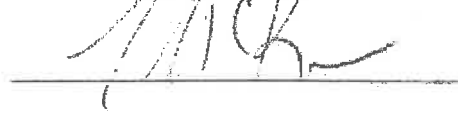
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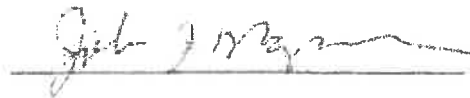
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SEIU LOCAL 888



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