

MEMORANDUM OF AGREEMENT ("Agreement")
Between
THE CITY OF BOSTON
and
THE UNITED STEELWORKERS ON BEHALF OF
SALARIED EMPLOYEES OF NORTH AMERICA, LOCAL 9158
("SENA")
HYBRID REMOTE WORK POLICY PILOT
June 28, 2022

WHEREAS, the City of Boston (hereinafter, the "City") created a Hybrid Remote Work Policy and provided the Union notice and a copy of said Policy, which is attached hereto; and

WHEREAS, the City of Boston and SENa, Local 9158 (Union) met and bargained the implementation of such Policy on a six (6) month pilot period basis;

NOW THEREFORE, the Parties agree as follows.

1. Employees represented by SENa, Local 9158 may begin applying to be part of this Pilot and to work a Hybrid Remote Work Schedule consistent with the City's Hybrid Remote Work Policy by completing the Hybrid Work Form once the respective department makes the form available.
2. The City will endeavor to process these applications in a reasonable time and provide employees notice of its approval or denial of such requests thereafter.
3. At the end of the Pilot period all Hybrid Remote Work Schedules will terminate unless 1) the parties agree to an extension of the Pilot period or the City expands the Policy beyond the Pilot period and 2) an extension of the individual employee's Hybrid Remote Work Schedule is approved consistent with the City's Hybrid Remote Work Policy.
4. Should the City wish to extend the Pilot or Implement the Policy on an ongoing basis beyond the Pilot, the City will provide the Union notice and the parties will reopen negotiations. Such negotiations may begin prior to the expiration of the Pilot.
5. Article 37 of the collective bargaining agreement, MBTA Pass, is hereby replaced with the following language:

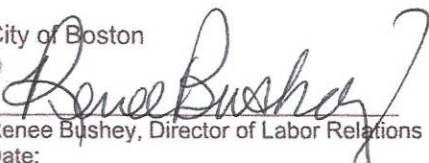
"Effective for opt-in during the calendar year 2022, all employees covered by this Agreement are entitled to a pre-tax subsidy of 65% on monthly MBTA pass up to a pre-tax value of \$232, a Bluebikes Membership at no cost to the employee and a \$200 bike maintenance and repair benefit. Forms to access 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 guidelines of the monthly pre-tax MBTA pass and bike benefits administered through the City's Access Boston system."

6. The Union acknowledges the City has satisfied any and all bargaining obligations that may exist pursuant to M.G.L. c. 150E or otherwise regarding the implementation of the 6-month Pilot of the City's Hybrid Remote Work Policy.

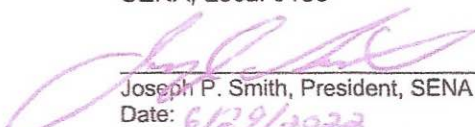
7. No Practice or Precedent: The parties agree that this Agreement shall not be used to demonstrate a practice or create a precedent for any other matter. Moreover, beyond the terms expressly outlined in the Hybrid Remote Work Policy this Agreement shall not constitute a modification to employees' terms and conditions of employment or the parties' collective bargaining agreement. It is understood employees who are approved to work a Hybrid Remote Work Schedule are expected to comply with the attached Hybrid Remote Work Policy as well as all other City policies, procedures, and rules, including but not limited to the City's Attendance Policy, Family and Medical Leave Policy, Paid Parental Leave Policy, other policies and procedures regarding leave requests, and all security and public records policies, procedures, and rules. Employees will not provide dependent care while working such Hybrid Remote Work Schedule. Employees will remain ready and available to report to work during a regular workday even if scheduled to work remotely. The City reserves the right to cancel such Hybrid Remote Work Schedule at any time.
8. Waiver: The Union agrees not to grieve, appeal or otherwise challenge the provisions of this Agreement or the Hybrid Remote Work Policy and its implementation via the parties' collective bargaining agreement, through the contractual grievance process, the Department of Labor Relations, or in any other forum.
9. Severability: If any term(s) or provision(s) of this Agreement shall be held to be invalid or unenforceable for any reason by a court of competent jurisdiction, the validity or enforceability of the remaining terms and provisions shall not be affected, an such invalid and/or unenforceable term(s) and/or provision(s) shall be deemed modified to the extent necessary to make it or them enforceable.

This agreement was agreed to upon the 30 day of June, 2022.

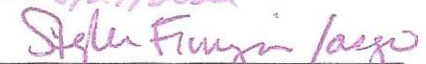
City of Boston


Renee Bushey, Director of Labor Relations
Date:

SENA, Local 9158


Joseph P. Smith, President, SENA L. 9158

Date: 6/29/2022


Stephen Finnigan, USW Sub-District Director

Date: 6/29/2022