

**MEMORANDUM OF AGREEMENT BETWEEN THE BOSTON PUBLIC HEALTH
COMMISSION ("BPHC") AND THE UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION, AFL-CIO, CLC, ON BEHALF OF SALARIED
EMPLOYEES OF NORTH AMERICA LOCAL 9158 ("THE UNION")
REGARDING COLLECTIVE BARGAINING AGREEMENT COVERING THE PERIOD
OCTOBER 1, 2022 TO SEPTEMBER 30, 2025**

WHEREAS the BPHC and the Union (collectively referred to as "the parties") reached agreement to two (2) successor collective bargaining agreements, and the agreements are subject to ratification by the Union, approval of the BPHC's Executive Director, and funding by the City of Boston; and

WHEREAS the first collective bargaining agreement covers the period October 1, 2021, to September 30, 2022, and the second collective bargaining agreement covers the period October 1, 2022, to September 30, 2025;

NOW THEREFORE, the parties agree as follows:

This Memorandum of Agreement ("MOA") shall not take effect unless and until all of the following conditions precedent have occurred: (1) the Union has ratified, and the BPHC's Executive Director has approved, this MOA; (2) the Union has ratified, and the BPHC's Executive Director has approved, the Memorandum of Agreement regarding the collective bargaining agreement covering the period October 1, 2021 to September 30, 2022 ("the 2021-2022 MOA") that the parties' executed on December 16, 2022; and (3) the City of Boston has appropriated the requisite funding for this MOA.

This MOA supplements and amends the collective bargaining agreement between the parties that covered the period October 1, 2018, to September 30, 2021, as amended by the 2021-2022 MOA, (the "2018-2021 CBA"). Except as provided expressly herein, the terms and provisions of the 2018-2021 CBA shall be extended without modification for the period commencing on October 1, 2022, and ending on September 30, 2025. All Side Letters of Agreement and Memoranda of Agreement previously executed by the parties that are currently in force shall remain in full force, except as expressly amended herein.

1. ARTICLE 24 - COMPENSATION

- Section 1 shall be amended to increase base wages as follows:

2 % general wage increase effective the first pay period of January 2023;
2 % general wage increase effective the first pay period of January 2024; and
2 % general wage increase effective the first pay period of January 2025.

- Reopener as to 2025 General Wage Increase. Subject to the terms and conditions set forth in this paragraph, the Union may reopen the collective bargaining agreement on the sole issue of the general wage increase in the final year of the collective bargaining agreement ("the 2025 general wage increase") if, after the date of execution of this Agreement, the

Commission agrees to a general wage increase in fiscal year 2024 (July 1, 2024-June 30, 2025) for any collective bargaining unit that exceeds 2 %. For purposes of this paragraph, the term general wage increase shall be construed to mean exclusively the regular base wage increase to a unit's salary scale that applies uniformly to all employees in a bargaining unit. The term general wage increase shall not be construed to mean or include any differential, bonus, uniform allowance, or other form of compensation, including those of general applicability, or any increase related to any pay reclassifications for one or more job titles. The Union must serve the Commission with a written demand to reopen bargaining on the issue of the 2025 general wage increase within thirty (30) calendar days after becoming entitled to reopen under this paragraph. If the Union reopens the collective bargaining agreement on the issue of the 2025 general wage increase, any impasse in the ensuing bargaining shall not be subject to the grievance procedure in the parties collective bargaining agreement or any grievance or impasse procedure set forth in Massachusetts law, including but not limited to the mediation and fact-finding procedures set forth in Section 9 of Chapter 150E of the Massachusetts General Laws, except that nothing in this paragraph shall limit the Union's right to file a prohibited practice charge pursuant to Section 10 of Chapter 150E.

2. ARTICLE 25 – CAREER AWARDS

- Article 25 shall be amended to read as follows:

“Employees with ten or more years of service shall be eligible for an annual career award payment pursuant to this program on the anniversary date of their employment with the Commission as follows. The payment rates in effect for the period beginning January 1, 2019, are set forth in the first column below. The payment rates shall increase effective January 1, 2024, to the rates set forth in the second column below.

	January 1, 2019	January 1, 2024
Employees with ten (10) years of service but less than fifteen (15) years:	\$500.00	\$600.00
Employees with fifteen (15) years of service but less than twenty (20) years:	\$550.00	\$650.00
Employees with twenty (20) years of service but less than twenty-five (25) years:	\$600.00	\$700.00
Employees with twenty (25) or more years of service:	\$650.00	\$750.00

Such payments shall be made to the employee no later than the first pay period of the month following the month in which their anniversary date occurs. Career award payments for retiring and deceased employees shall be pro-rated up to the date of cessation of actual service to the Commission.”

3. ARTICLE 8 – MANAGEMENT RIGHTS

- Add a new Section 5 (Performance Evaluations) to Article 8 (Management Rights) to read as follows:

“The parties recognize in accordance with this article that the Commission has the right to implement a performance evaluation system or system and related procedures (PES) for all employees and that the PES and related procedures established for employees in the titles of Deputy Superintendent-EMS and Superintendent-EMS may be different from any evaluation system or systems established for other titles. Before implementing a PES for any employees or group of employees in the bargaining unit, the Commission shall give the Union at least 30 days notice of its intention to implement the PES and shall bargain with the Union upon request regarding the impact of the PES during that 30-day notice period. The Commission may implement its last proposal after the 30-day notice period above expires if the parties have failed to reach agreement to the PES without further bargaining. The terms of the preceding sentence shall also apply with respect to any material amendments the Commission intends to make to any PES established pursuant to this section.”

4. ARTICLE 12 – HOLIDAYS

- Section 1 of Article 12 (Holidays) shall be amended by adding “Juneteenth (June 19)” to the list of holidays.

5. ARTICLE 30 – VACCINATION

- Article 30 shall be amended by inserting the following phrase after the word “vaccination” at the end of the last sentence in Section 1 (Influenza Vaccination) and at the end of the first sentence of Section 2 (Other Vaccinations): “if the Commission cannot accommodate the employee’s medical restrictions.”

6. ARTICLE 31 – DURATION OF AGREEMENT

- Article 31 shall be amended to read as follows:

“This Agreement shall take effect on October 1, 2022 and shall continue in full force and effect until superseded by a new collective bargaining agreement. On or after July 15, 2025, the Union or the Commission may notify the other that they wish to commence negotiations about the terms of a successor collective bargaining agreement and the parties shall proceed forthwith to negotiate with respect thereto.”

7. Eligibility. The parties acknowledge and agree that Jack Pearsull retired from the BPHC after the parties reached tentative agreements to collective bargaining agreements covering the periods covering the periods October 1, 2021-September 30, 2022, and October 1, 2022-2025 (collectively “the 2021-2025 CBAs”). Notwithstanding the provisions of Section 2 of Article 24 (Compensation) of the 2021-2025 CBAs to the contrary, Jack Pearsull will be eligible to

receive the retroactive wages provided in Section 1 of Article 24 of the 2021-2025 CBAs for the period he was in active service in SENA positions covered by those CBAs. For the purposes of this Agreement, active service shall not include any periods when Jack Pearsull was unpaid for any reason. The parties acknowledge and agree that this Agreement applies exclusively to Jack Pearsull, and no other employees or former employees. The parties further acknowledge and agree that the terms of this Agreement shall not constitute precedent or practice and shall not limit or impair the BPHC's rights to enforce and apply the provisions of Section 2 of Article 24 of the 2021-2025 CBAs to their fullest extent, except as to Jack Pearsull as expressly provided in this agreement.

8. SIDE LETTER OF AGREEMENT REGARDING BOSTON EMS

The Side Letter of Agreement Regarding Boston EMS shall be amended as set forth below, and the parties shall execute a Side Letter of Agreement with these changes promptly after this MOA takes effect.

- Paragraph 13 (Hazardous Duty Pay) shall be amended by adding language to achieve the following:
 - a. Increase hazardous duty pay by 1% (to 3 % of employee's base weekly rate) effective the first pay period of January 2023.
 - b. Increase hazardous duty pay by 1% (to 4 % of employee's base weekly rate) effective the first pay period of January 2024.
 - c. Increase hazardous duty pay by 1% (to 5 % of employee's base weekly rate) effective the first pay period of January 2025.

This MOA constitutes the entire agreement between the parties regarding the subject of the Agreement and supersedes and replaces the MOA the parties' executed on December 16, 2022 for a collective bargaining covering the period October 1, 2022 through September 30, 2025, which the parties acknowledge was not ratified, never took effect, and is considered void. The undersigned represent that they are authorized to bind their principals to the terms of this Agreement.

Executed this 19th day of April 2023.

FOR THE COMMISSION:

Tim Harrington 4/19/23

Timothy J. Harrington
Director of Administration and Finance

FOR THE UNION:

Stephen F. Finnigan
Stephen F. Finnigan
Subdistrict Director

E. David Susich

E. David Susich
Chief Labor and Employment Counsel

Joseph P. Smith

Joseph P. Smith
President, SENA, Local 9158

APPROVED AS TO FORM:

Batool Raza

4/19/23

Batool Raza
General Counsel