

OFF THE RECORD PROPOSAL

**Memorandum of Agreement
Between
The City of Boston and
United Steelworkers, AFL-CIO, CLC, on behalf of
Salaried Employees of North America (SENA), Local 9158
January 20, 2022**

This Memorandum of Agreement was reached in off-the-record negotiations and shall remain off the record for all purposes including bargaining history until it is ratified by the Union membership, approved by the Mayor, and funded by the City Council.

The City of Boston ("City") and the United Steelworkers, AFL-CIO, CLC, on behalf of the Salaried Employees of North America, Local 9158 (the "Union"), agree to a collective bargaining agreement ("CBA") from October 1, 2020 through September 30, 2023 with the following terms. All existing provisions in the parties' October 1, 2017-September 30, 2020 CBA not expressly amended or deleted by this Memorandum of Agreement shall be included in the October 1, 2020 - September 30, 2023 CBA.

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) October 2020 - Salary increase of 2%
- Effective First Pay Period (FPP) October 2021 - Salary increase of 1.5%
- Effective First Pay Period (FPP) October 2022 - Salary increase of 2%

Retroactive pay shall be limited to employees of the City on the date that the Union ratifies this 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.

The Parties agree that SENA may reopen the collective bargaining agreement on the issue of a "total compensation package" for fiscal years 2021, 2022, and 2023 if the City agrees to a "total compensation package" for such fiscal year(s) with "any civilian bargaining unit" that is greater than the "total compensation package" provided by this Agreement in such fiscal year(s). For purposes of this paragraph the definition of "any civilian bargaining unit" shall not include any bargaining unit in the Boston Public Schools, the Boston Public Health Commission, the Boston Water and Sewer Commission, or the Boston Housing Authority. The definition of "total compensation package" shall include: the across-the-board increase applied to the salary schedule for the applicable fiscal year(s); any lump-sum payments provided for these years; any increases to differentials, stipends, bonuses or similar payments; any increased contributions to any funds available to bargaining unit employees, including but not limited to legal services funds; and increases to any rates of reimbursement offered to employees pursuant to a collective bargaining

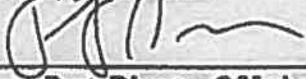
agreement. To exercise such reopener, SENA shall file a written demand to reopen with the Director of Labor Relations for the City of Boston within thirty (30) calendar days from the date the City funds the collective bargaining agreement for the applicable fiscal year(s) for "any civilian bargaining unit."

2. Article 12, (Holidays) – Amend Section 1 to include:

Juneteenth

This Memorandum of Agreement is subject to ratification by the Union membership, approval by the Mayor, and funding by the City Council.

For the City of Boston



Tammy Pust, Director Of Labor Relations

Date: 1/21/22

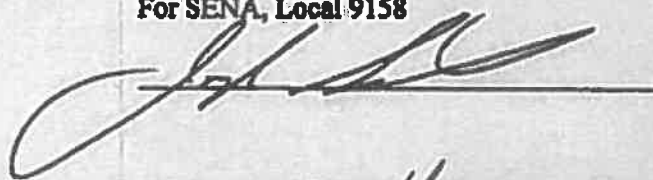
For United Steelworkers, AFL-CIO, CLC



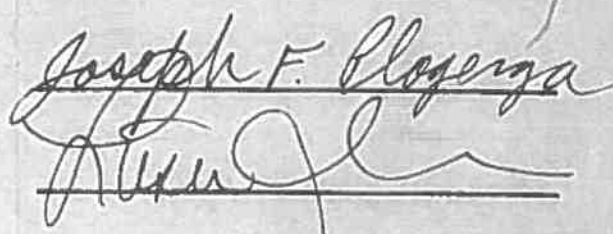
Stephen J. Finnigan, Sub-District Director

Date: 1/25/2022

For SENA, Local 9158







Joseph F. Plozenga

**Memorandum of Agreement
Between
The City of Boston and
United Steelworkers, AFL-CIO, CLC, on behalf of
Salaried Employees of North America (SENA), Local 9158**

May 18, 2022

The City of Boston ("City") and the United Steelworkers, AFL-CIO, CLC, on behalf of the Salaried Employees of North America, Local 9158 (the "Union"), are parties to a collective bargaining agreement from October 1, 2020, to September 30, 2023.

Whereas, the collective bargaining agreement contains a provision to reopen the agreement in specified situations where additional compensation was provided to other bargaining units within the City.

Whereas, the United Steelworkers, AFL-CIO, CLC, on behalf of the Salaried Employees of North America, Local 9158 (SENA) exercised its right to reopen the parties' collective bargaining agreement via a letter to the Director of Labor Relations on May 5, 2022.

Whereas, the parties engaged in off the record negotiations regarding the compensation provided to the AFSCME bargaining unit and agreed that the lump sum bonus should be given to members of the SENA bargaining unit;

Whereas, the City has not specifically agreed that Wellness Days should be subject to the re-opener provision in the SENA agreement, but would agree to include them in recognition of the public service performed by SENA members working during the pandemic:

Therefore:

1. The parties have agreed the \$1,000 bonus provided to the AFSCME bargaining unit is appropriately applied to members of the SENA bargaining unit.

In recognition for the hard work during the COVID-19 pandemic, bargaining unit members employed on the ratification date of February 2, 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. In the agreement in recognition of the hard work performed during the COVID-19 pandemic:

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 to regular full-time active status Union members hired before the execution of this Agreement who: (1) are or become fully vaccinated, or (2) have or receive a documented and approved medical or religious accommodation and are in compliance with submitting weekly negative COVID-19 tests. 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" for calendar year 2022, and will expire on December 31, 2022, and does not establish precedent or practice. These Wellness days shall not carry over into Calendar Year 2023 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.

3. SENA acknowledges and agrees that the City has fulfilled any and all bargaining obligations pursuant to M.G.L.c.150E regarding its May 5, 2022 request to bargain.
4. The parties agree that this Agreement shall not be used to demonstrate a practice or create a precedent for any other matter.

This Memorandum of Agreement is subject to ratification by the Union membership and approval by the Mayor.

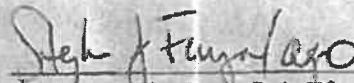
For the City of Boston



Renee Bishey, Director of Labor Relations

Date: 6/16/2022

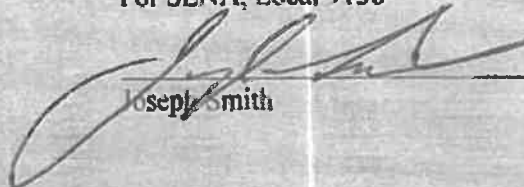
For United Steelworkers, AFL-CIO, CLC



Stephen J. Finnigan, Sub-District Director

Date: June 1, 2022

For SENA, Local 9158



Joseph Smith

6/11/2022