

On May 30, 2024, the parties reached this tentative agreement through collective bargaining pursuant to M.G.L. c. 150E on all terms for their 2023 to 2026 collective bargaining agreement, which tentative agreement is subject to ratification by the union's membership and approval by the Mayor of Boston and funding by the Boston City Council. The parties' agreement is contained in the two Memoranda of Agreement (MOAs) below.

(MOA 1 - Revised)

MEMORANDUM OF AGREEMENT
by and between the
BOSTON POLICE SCHOOL TRAFFIC SUPERVISORS ASSOCIATION
AND THE CITY OF BOSTON
in successor contract negotiations

This Memorandum of Agreement ("Agreement") is made pursuant to Massachusetts General Laws Chapter 150E between the City of Boston ("City") and the Boston Police School Traffic Supervisors Association, Inc. ("BPSTSA").

On May 30, 2024 the parties reached a tentative agreement subject to ratification by the BPSTSA and approval by the Mayor and Boston City Council of the September 1, 2023 through August 31, 2026 agreement. This three (3) year agreement is the product of successor collective bargaining to the September 1, 2020 through August 31, 2023 agreement between the City and the BPSTSA.

Except as expressly provided below, the parties agree that the terms and provisions of their Collective Bargaining Agreement shall be extended without modification for the period commencing on September 1, 2023 and ending on August 31, 2026.

1. Article IX ("Compensation") –

- A. Effective the first pay period (FPP) following the below dates, increase the salary as follows:

September, 2023 → 2 %.

September, 2024 → 2 %.

September, 2025 → 2 %.

- B. Effective the start of FPP following the below dates, add to annual base wages as following flat dollar amounts:

Effective FPP January, 2024 → \$200.

Effective FPP January, 2025 → \$200.

Effective FPP January, 2026 → \$275.

- C. Effective the FPP of September, 2025, modify the payscale as follows:

- Eliminate step 1 and move all employees at step 1 to step 2. The date of this move will become the new anniversary date for these employees for all future step increases.
- Add a new top step (step 9) which will be 1% greater than the then existing Step 8. Pursuant to Article IX, § 2, employees at Step 8 must serve an entire year at Step 8 before advancement to Step 9.
- On the final day of the CBA (August 31, 2026), renumber the Steps as Step 1 through Step 8.

D. Retroactive pay, if any, shall be limited to employees of the City on the date of City Council funding. Employees who separated from employment for any reason prior to City Council funding shall not be eligible for retroactive pay, except for employees who retired after, but not including on, August 31, 2023.

E. If state aid revenue decreases compared to the prior fiscal year at any point during fiscal year 2026 only, then the next scheduled base wage increase and base dollar amount increase will be delayed by one year from the scheduled date. However, all base wage increases and base dollar amount increases due under this agreement will be paid to employees prior to the expiration of the agreement. The parties agree that this provision of the agreement shall lapse, expire and sunset on September 1, 2027.

F. Delete Section 1A (one-time lump sum payment from 2020-2023 CBA).

2. Article IV (Payroll Deduction of Agency Service Fee).

Implement the following changes in three steps:

(a) Delete the language of sections 1 of Article IV (Payroll Deduction of Agency Service Fee) to comply with the current state of the law post Janus v. AFSCME.

(b) Move Section 2 of Article IV under Section III with this modification: “The Association agrees to indemnify the City for damages or other financial loss which the City may be required to pay or suffer by an administrative agency or court of competent jurisdiction as a result of the City’s compliance with the above.”

(c) Move Article VI (Management Rights) to Article IV. I.e., rename Article IV “Management Rights,”

(d) Renumber Articles as follows:

- (1) Article VI, No-Strike Clause,
- (2) Article VII, Stability of Agreement,
- (3) Article VIII, Compensation,
- (4) Article IX, Sick Leave & Bereavement Leave,
- (5) Article X, Miscellaneous,

- (6) Article XI, Overtime,
- (7) Article XII, Parental Leave,
- (8) Article XIII, Seniority,
- (9) Article XIV, Summer Employment,
- (10) Article XV, Substance Abuse,
- (11) Article XVI, Duration of Agreement.

3. Article IX (Sick Leave & Bereavement Leave).¹

Effective upon City Council funding of this agreement, provide that members may utilize sick leave or bereavement leave within their probationary period (which extends their probationary period by an equal amount of time).

Edit paragraph one of Section 1 (Sick Leave) as follows: Every School Traffic Supervisor shall be granted sick leave, without loss of pay, for authorized absences pursuant to the City’s Attendance Policy caused by illness or injury and exposure to contagious disease or by the serious illness or death of a member of the employee’s immediate family . . .

4. Add to Article XI (Miscellaneous) a new Section 10 entitled “Technology.”

“The Union recognizes the City may implement technology resources and modernize its business processes to replace non-existing or obsolete systems and devices. As such, the City may introduce new technology to the City’s workforce. The City will give the Union thirty (30) days’ notice of technology changes.”

5. Delete Section 3 (Bereavement Leave) and provide instead as follows:

“An employee who is in active service at the time of death shall be granted bereavement leave as outlined in the City of Boston Bereavement Leave Policy. Any additional leave shall run concurrently with other applicable leaves of absence.”

6. Performance Evaluations –

Add a new Section 10 to Article XI (Miscellaneous) as follows:

“Should the City wish to implement a performance evaluation form, it will provide the provide the union with thirty (30) days’ notice. The union acknowledges that the City has satisfied any and all bargaining obligations that may exist pursuant to M.G.L. c. 150E or otherwise regarding the City’s performance evaluation form(s).”


7. Article XVI, (“Duration”)

Amend the dates contained in Article XVI to reflect a three-year (3) year contract with a duration from September 1, 2023 through August 31, 2026.

¹ Formerly, Article X.

In witness hereof, the City of Boston and Boston Police School Traffic Supervisors Association (BPSTSA) have caused the Agreement to be signed, executed and delivered on the 16 day of SEPTEMBER, 2024.


CITY OF BOSTON



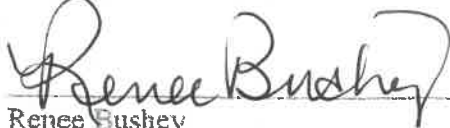
Mayor Michelle Wu



Alex Lawrence
Chief People Officer



Ashley Groffenberger
Chief Financial Officer

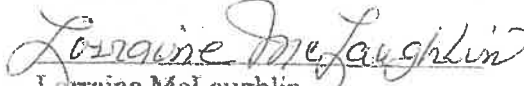


Renee Bushey
Director, Labor Relations


BPSTSA



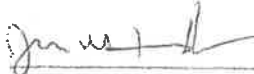
Anna Caldarelli
President



Lorraine McLaughlin
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