

MINUTES OF THE MEETING
of the
MASSACHUSETTS CONVENTION CENTER AUTHORITY
September 14, 2023

A meeting of the Massachusetts Convention Center Authority (“Authority”) was convened on September 14, 2023, at the Boston Convention & Exhibition Center (“BCEC”), 415 Summer Street, Boston, MA and via MICROSOFT TEAMS MEETING OR JOIN BY TELEPHONE: DIAL-IN NUMBER 1-857-702-2232; CONFERENCE ID: 860 999 33#.

Members in attendance at the BCEC or via MICROSOFT TEAMS were the following: Emme Handy, Carlos Aramayo, Cindy Brown, Sheena Collier, Xiomara Alban DeLobato, Michael Donovan, Michael F. Flaherty, Ashley Groffenberger, Meg Mainzer-Cohen, Dr. Aisha Miller, Paul Sacco, Khushbu Webber, and Gwill York.

Staff members in attendance at the BCEC or via MICROSOFT TEAMS were the following: David Gibbons, Diane DiAntonio, Michael Esmond, Robert Noonan, Devin Taylor, John Donahue, Erin Anderson, Deirdre Manning, David Silk, Christine Pulgini, Joanne Pages, and Mark O’Leary.

Sean Dolan, Joseph Flanagan, and James Boucher of MGM Springfield and Board Special Counsel Tom Kiley were also in attendance.

I. ROLL CALL

Chair Emme Handy called the meeting to order at 10:35 a.m., and a quorum was established by a roll call.

Emme Handy	Present
Carlos Aramayo	Present
Cynthia Brown	Present
Sheena Collier	Present
Xiomara Alban DeLobato	Present
Michael Donovan	Not Present
Michael F. Flaherty	Present
Ashley Groffenberger	Present
Meg Mainzer-Cohen	Present
Dr. Aisha Miller	Present
Paul Sacco	Present
Khushbu Webber	Present
Gwill York	Present

II. MINUTES

Upon motion duly made and seconded, the minutes of the July 20, 2023, Board Meeting were unanimously approved by roll call vote.

Emme Handy	Yes
Carlos Aramayo	Yes
Cynthia Brown	Yes
Sheena Collier	Yes
Xiomara Alban DeLobato	Yes
Michael F. Flaherty	Yes
Ashley Groffenberger	Yes
Meg Mainzer-Cohen	Yes
Dr. Aisha Miller	Yes
Paul Sacco	Yes
Khushbu Webber	Yes
Gwill York	Yes

III. EXECUTIVE DIRECTOR'S REPORT

1. David Gibbons welcomed the Board Members. We are in a different room than usual today as VEEVA Systems is renting our Board Room and wrapping up their two-day R&D and Quality Summit here at the BCEC.
2. Our team began the month of September hosting one of our biggest annual events, Hubspot's INBOUND. Between using the full building and the Lawn On D, and sensitivity around the impressive lineup of guest speakers, this event requires an "all hands-on deck" approach and full collaboration between all MCCA departments and contract partners, and I want to thank the entire team for pulling off another successful year with INBOUND.
3. Over at the Hynes, our team hosted the Intellectual Property Owner Association's Annual Meeting for member representatives of all industries to convene on the latest in copyright, trademarks, and other intellectual properties.
4. Season 10 at The Lawn On D is winding down but has not slowed down. With school officially back in session, we ended their summer of weekly camp visits hosting the annual Superteens Graduation in August for Boston Centers for Youth & Families ("BCYF") teen counselors. We look forward to ending the season strong with a robust calendar booked through the end of October, culminating with our annual Pumpkin Palooza event.
5. Out in Springfield, our team at the MassMutual Center ("MMC") are making headlines after reporting the venue's best financial year on record. The team celebrated a strong close to the fiscal year with a blockbuster month consisting of concerts, athletic competitions and more. In fiscal year '23 the MMC drew 441,000 people to events generating an estimated \$56.6 million in economic impact, and while this is exciting news to share with all of you, it comes as no surprise to me with the MMC strongly positioned under the leadership of Sean Dolan and his team.

6. I'm excited to share that the MCCA as an entire organization completed our third-best financial year on record, noting that last year we actually returned money to the Convention Center Fund. As you can see from the chart being shared on the screen, our team was able to draw only 1.8 million from the CCF, coming close to the 1.7 million drawn in FY17 which was a historical best for the Authority before FY22. I want to thank our CFO Mike Esmond and his team for all of their hard work in successfully managing our position on an annual basis, and the entire MCCA team for making this positive outlook a reality.
7. I want to thank the entire Board for your support, and I look forward to building on the milestones of success our team has celebrated in recent years, strengthening Boston and the Commonwealth as industry leaders for meetings and events.

IV. BOSTON CONVENTION MARKETING CENTER PERFORMANCE REPORT

Milt Herbert, Executive Director of the Boston Convention Marketing Center ("BCMC"), gave a brief sales report, including the following highlighted information:

1. Citywide Convention Sales (June 2023). IBM Corporation IBM Think 2024 at the BCEC in May 2024 with 8,860 room nights; American Society of Society of General Internal Medicine Annual Meeting 2024 at the Hynes in May 2024 with 4,597 room nights; National Council of Teachers of English Annual Convention 2024 at the BCEC in November 2024 with 9,210 room nights; College Board AP Annual Conference 2025 at the BCEC in July 2025 with 6,040 room nights; Subaru National Business Conference 2025 at the BCEC in August 2025 with 7,389 room nights; American Association for Cancer Research Molecular Targets and Cancer Therapeutics Conference 2025 at the Hynes in October 2025 with 3,322 room nights; Massachusetts Teachers Association Annual Meeting of Delegates 2026 at the Hynes in May 2026 with 878 room nights; Advanced Medical Technology Association AdvaMed The MedTech Conference 2026 at the BCEC in October 2026 with 3,298 room nights; American Physical Society Division of Fluid Dynamics Annual Meeting 2027 at the BCEC in November 2027 with 4,390 room nights; Urban Land Institute Fall Meeting 2028 at the BCEC in October 2028 with 8,344 room nights; American Academy of Pediatrics National Conference & Exhibition 2028 at the BCEC event for November 2028 with 32,550 room nights; Society of Critical Care Medicine Annual Critical Care Congress 2029 at the BCEC in April 2029 with 11,414 room nights; Society of Hospital Medicine Converge 2030 at the BCEC in April 2030 with 7,465 room nights; American Academy of Pediatric Dentistry Annual Session 2030 at the BCEC in May 2030 with 8,784 room nights; American Association of Nurse Anesthesiology Annual Congress 2030 at the BCEC in August 2030 with 5,950 room nights; and Cardiovascular Research Foundation Transcatheter Cardiovascular Therapeutics Conference TCT 2032 at the BCEC in October 2032 with 23,850 room nights.
2. Citywide Convention Sales & Hotel Relations (July 2022 – June 2023). There were thirty-eight (38) BCEC events and seven (7) Hynes events for a total of forty-five (45) events with 451,191 total room nights.

3. Events & Sales Media (July 2022 – June 2023). There were fifty-four (54) BCEC events, forty-two (42) Hynes events, and eighty-five (85) Lawn On D events for a total of 181 events and 11,226 total room nights.
4. BCEC & Hynes Bulls Eye Events (September-October 2023). Veeva Systems R&D Summit 2023 at the BCEC from September 12-14, 2023 with 2,904 room nights; Biotech Week Boston 2023 at the BCEC from September 19-21, 2023 with 4,536 room nights; International Foundation of Employee Benefit Plans Annual Employee Benefits Conference 2023 at the BCEC from October 1-3, 2023 with 24,910 room nights; Infectious Diseases Society of America ID Week 2023 at the BCEC from October 12-14, 2023 with 17,040 room nights; Worldwide ERC®, Inc. Global Workforce Symposium 2023 at the Hynes from October 18-20, 2023 with 4,133 room nights; and American College of Surgeons Annual Clinical Congress 2023 at the BCEC from October 23-25, 2023 with 34,500 room nights.

V. MASSMUTUAL CENTER/MGM SPRINGFIELD SALES AND MARKETING UPDATE

Sean Dolan, Joseph Flanagan, and James Boucher of MGM Springfield gave an update as to the status of the MassMutual Center.

1. General Update. Convention Center Competitive Analysis - Margin Protection & Revenue Maximization; Market Research: DCU Center; Rhode Island Convention Center; Connecticut Convention Center; MCCA; MGM. Pricing Structure Adjustment: FY24 – FY27, Inclusive of Rental Rates, Labor Rates, and Miscellaneous Fees. MGM celebrated its five-year anniversary. Springfield Regional Chamber Rise and Shine: The Business of Sports September 21, 2023; Springfield Thunderbirds; 413 Elite; Basketball Hall of Fame; Hartford Yard Goats; and Western Massachusetts Sports Commission.
2. Sales Update (July – August 2023). There have been twenty-seven (27) definite bookings for \$387,825 in revenue and 1,461 room nights and thirteen (13) tentative bookings for \$352,875 in revenue and 925 room nights.
3. August CONNECT Marketplace Recap. Association Track – twenty-seven (27) 1-on-1 appointments; ten (10) show potential; six (6) with peak rooms nights of 200 or more; one (1) from our June 2022 client event. Sports Track – twenty-six (26) 1-on-1 appointments; five (5) show potential with peak room nights of 200 or more; strong interest from NGBA and USA Women’s Hockey – both for 2025.

VI. BOARD VOTE - ENERGY SUPPLY PROCUREMENT AUTHORIZATION

Deirdre Manning, Energy & Sustainability Manager, presented the following vote to the Board.

The Authority has existing electric supply agreements with Constellation New Energy for the Boston Convention & Exhibition Center (“BCEC”), Hynes Convention Center (“Hynes”), MassMutual Center (“MMC”) and Boston Common Garage (“BCG”) that run through December

2023 and fifty percent of load for the BCEC, Hynes and BCG through December of 2024. The Authority currently is on utility supply for natural gas, but natural gas pricing has moderated primarily due to robust natural gas storage in Europe and North America potentially creating an opportunity for more favorable pricing for a contract with a supplier. For the last year and a half, energy markets worldwide have been volatile, most notably due to geopolitical conditions which drove up the price of natural gas, the predominate fuel for heating and generating electricity in New England. During the winter months, the price of liquified natural gas (LNG), which New England depends on for supplementing natural gas that is delivered via pipelines for heating and electric power generation, has risen primarily by demand in Europe to offset the loss of natural gas via pipelines from Russia.

The Authority has been successful in recent years in lowering electric supply costs by taking on some risk by procuring electricity without including capacity costs. Our participation in demand response programs has allowed us to lower our capacity assignment at all properties except the BCG where lowering demand is not feasible. We plan to continue with this approach which can lower the overall per kWh price. Even with clients in both the Hynes and the BCEC this past week, E&M staff was able to lower electric demand for the 5 to 6 pm hour on September 7th which will likely be the regionwide peak hour this summer that ultimately sets our capacity assignment for next year. The experience gained from fine tuning the approach to lowering building energy use over the past four years has allowed E&M staff to judiciously drop demand without negatively impacting the client and attendee experience. Despite exorbitant contract pricing this past year, the Authority lowered the per kWh price for the MMC by floating fifty percent of the electric load at market pricing. We plan to consider incorporating this market pricing strategy at a certain percentage at all four properties going forward.

This past year, the Authority has also been more aggressive in its pursuit of energy efficiency opportunities which will help lower overall electric and natural gas consumption.

For energy supply procurements, the Authority uses the services of a nonprofit energy buying consortium, PowerOptions. When the Authority went out to bid for BCEC and BCG electric supply in 2019, it received bids from a broker on contract, PowerOptions and the Commonwealth of Massachusetts' Operational Services Division. PowerOptions delivered the lowest pricing coupled with the most favorable customer contract provisions.

This authorization would supplement the remaining \$8,300,655 from an electric supply procurement authorization for all properties from November of 2022 which only provided for a 24-month procurement for the Hynes due to the potential sale of the facility.

The Authority will explore the benefits of variable market pricing, fixed pricing, and market pricing for a percentage of load consistent with the Authority's overall energy portfolio strategies. In making this determination, the Authority's Executive Director shall give due consideration to the benefits and desirability of a balanced energy purchase portfolio, budget certainty versus some percentage of load at market rates, while at the same time, achieving an advantageous pricing structure over the long term if markets present an opportunity, relying on advice and analysis provided by the Authority staff led by the Chief of Operations and Capital Projects, the Chief Financial Officer, the Energy and Sustainability Manager along with the staff of PowerOptions.

A motion duly made and seconded, the Board voted unanimously to approve by roll call vote as follows:

VOTE: **The Massachusetts Convention Center Authority hereby authorizes the Executive Director to enter into contract(s) for electricity and/or natural gas for the Hynes Convention Center (“Hynes”), the Boston Convention & Exhibition Center (“BCEC”), MassMutual Center (“MMC”) and Boston Common Garage (“BCG”) for terms ranging from six to thirty-six months from November (December start for electricity) of 2023 to November of 2026 with Constellation New Energy and/or NRG, the suppliers of PowerOptions, whose pricing is deemed to be most advantageous to the Authority and consistent with the Authority’s overall energy portfolio strategies in a not to exceed amount of Eight Million, Eight Hundred and One Thousand Dollars (\$8,801,000.00).**

Emme Handy	Yes
Carlos Aramayo	Yes
Cynthia Brown	Yes
Sheena Collier	Yes
Xiomara Alban DeLobato	Yes
Michael F. Flaherty	Yes
Ashley Groffenberger	Yes
Meg Mainzer-Cohen	Yes
Dr. Aisha Miller	Yes
Paul Sacco	Yes
Khushbu Webber	Yes
Gwill York	Yes

VII. BOARD VOTE - ELECTRICAL MAINTENANCE SERVICE CONTRACT

Evan Harwood, Senior Building Superintendent, presented the following vote to the Board.

This contract would establish a four-year preventative maintenance and service agreement for the Authority’s electrical distribution systems, which are critical to building operations as well as service delivery to the clientele. The integral testing and inspection of major electrical components such as switchgear, motor control centers, and transformers are an essential part of building performance and maintenance, while also limiting the Authority’s exposure to safety hazards, interruptions of service, and equipment failure.

The Authority developed bid documents for public procurement in accordance with the State’s construction bid law, MGL. c. 149, section 44A – 44J. The following Contractor Bids were received on Wednesday, August 2, 2023:

Contractor	Contractor Price
Sullivan & McLaughlin Co.	\$990,900.00
Dagle Electric Co.	\$1,586,640.00
Your Electrical Solutions Inc.	\$2,021,820.00

In accordance with MGL. c. 149, sections 44A – 44J bid law requires award to the lowest eligible bidder, Sullivan & McLaughlin Co.

A vote to implement the Development and Construction Committee's recommendation to authorize a contract for Sullivan & McLaughlin Co., for the MCCA Electrical Maintenance Service Contract, would take the following form:

A motion duly made and seconded, the Board voted unanimously to approve by roll call vote as follows:

VOTE: The Massachusetts Convention Center Authority hereby votes to authorize the Executive Director to execute a maintenance contract with Sullivan & McLaughlin Co., for the MCCA Electrical Maintenance Service Contract in the amount of Nine Hundred and Ninety Thousand, Nine Hundred Dollars and Zero Cents (\$990,900.00) per documents dated June 28, 2023.

Emme Handy	Yes
Carlos Aramayo	Yes
Cynthia Brown	Yes
Sheena Collier	Yes
Xiomara Alban DeLobato	Yes
Michael F. Flaherty	Yes
Ashley Groffenberger	Yes
Meg Mainzer-Cohen	Yes
Dr. Aisha Miller	Yes
Paul Sacco	Yes
Khushbu Webber	Yes
Gwill York	Yes

VIII. BOARD VOTE – BCEC CUP PUMP DRIVES

John Donahue, Chief of Operations & Capital Projects, presented the following vote to the Board.

This project includes providing all labor, equipment, implements, and materials required to furnish and install all electrical work (complete and operable) as shown on the drawings and as noted in specifications. The contractor will also coordinate the installation of new software for

this project and ensure that there is a seamless transition of the existing electrical systems to the new one with no interruption in building operations.

The Authority developed construction documents for public procurement in accordance with the State's construction bid law, M.G.L. c. 149. The following Contractor Bids were received on Wednesday June 28, 2023:

Contractor	Contractor Price
Your Electrical Solution, Inc.	\$725,000.00
LeVangie Electrical Company. Inc.	\$810,000.00
Dagle Electrical Contracting Corporation	\$1,577,751.00

The M.G.L. c. 149 bid law requires award to the lowest responsible and eligible bidder – Your Electrical Solution, Inc.

A motion duly made and seconded, the Board voted unanimously to approve by roll call vote as follows:

VOTE: The Massachusetts Convention Center Authority hereby votes to authorize the Executive Director to execute a construction contract with Your Electrical Solution, Inc. for the BCEC CUP Pump Drives, in the amount of Seven Hundred and Twenty-Five Thousand (\$725,000.00) per documents dated May 9, 2023.

Emme Handy	Yes
Carlos Aramayo	Yes
Cynthia Brown	Yes
Sheena Collier	Yes
Xiomara Alban DeLobato	Yes
Michael F. Flaherty	Yes
Ashley Groffenberger	Yes
Meg Mainzer-Cohen	Yes
Dr. Aisha Miller	Yes
Paul Sacco	Yes
Khushbu Webber	Yes
Gwill York	Yes

IX. BOARD VOTE – BCEC EXHIBIT HALL COMPANY SWITCHES

John Donahue, Chief of Operations & Capital Projects, presented the following vote to the Board.

The project consists of the installation of six (6) new 400A company switches within the BCEC Exhibit Halls, which shall include, but not be limited to, demolition of existing systems, installation of new systems, and repair and refinishing of all disturbed areas to match existing.

The Authority developed construction documents for public procurement in accordance with the State's construction bid law, M.G.L. c. 149. The following Contractor Bids were received on Tuesday July 11, 2023:

Contractor	Contractor Price
Dagle Electrical Construction Corporation	\$823,823.00
LeVangie Electric Company	\$825,000
Lynnwell Associates, Inc.	\$878,800.00
Your Electrical Solutions, Inc.	\$935,000
Richard T. Losordo Electrical Services, Inc.	\$1,082,500.00
Annese Electrical Services, Inc.	\$1,288,000.00

The M.G.L. c. 149 bid law requires award to the lowest responsible and eligible bidder –Dagle Electrical Construction Corporation.

A motion duly made and seconded, the Board voted unanimously to approve by roll call vote as follows:

VOTE: The Massachusetts Convention Center Authority hereby votes to authorize the Executive Director to execute a construction contract with Dagle Electrical Construction Corporation for the Exhibit Hall Company Switches, in the amount of Eight Hundred Twenty-Three Thousand Eight Hundred Twenty-Three Dollars (\$823,823.00) per documents dated May 18, 2023.

Emme Handy	Yes
Carlos Aramayo	Yes
Cynthia Brown	Yes
Sheena Collier	Yes
Xiomara Alban DeLobato	Yes
Michael F. Flaherty	Yes
Ashley Groffenberger	Yes
Meg Mainzer-Cohen	Yes
Dr. Aisha Miller	Yes
Paul Sacco	Yes
Khushbu Webber	Yes
Gwill York	Yes

X. BOARD VOTE – BCEC NORTH LOBBY GRAB-N-GO MARKET

Erin Anderson, Manager of Capital Programs, presented the following vote to the Board.

This project includes providing all labor, materials, and equipment for the conversion of an existing approximately 1,000 square foot space at the BCEC to house new high thru-put transaction technology within a grab and go retail market. The space is located just off the building's main lobby and is the initial phase of a multiple project refresh of culinary options for guests of the facility.

The Authority developed construction documents for public procurement in accordance with the State's construction bid law, M.G.L. c. 149. The following Contractor Bids were received on Tuesday July 11, 2023:

Contractor	Contractor Price
GenCon, Inc.	\$1,611,264.62
Page Building Construction	\$1,759,000.00
SPSNE	\$2,333,600.00

The M.G.L. c. 149 bid law requires award to the lowest responsible and eligible bidder – GenCon, Inc.

A motion duly made and seconded, the Board voted unanimously to approve by roll call vote as follows:

VOTE: **The Massachusetts Convention Center Authority hereby votes to authorize the Executive Director to execute a construction contract with GenCon, Inc., for the Grab-N-Go Market, in the amount of One Million Six Hundred Eleven Thousand Two Hundred Sixty-Four Dollars and Sixty-Two Cents (\$1,611,264.62) per documents dated June 23, 2023.**

Emme Handy	Yes
Carlos Aramayo	Yes
Cynthia Brown	Yes
Sheena Collier	Yes
Xiomara Alban DeLobato	Yes
Michael F. Flaherty	Yes
Ashley Groffenberger	Yes
Meg Mainzer-Cohen	Yes
Dr. Aisha Miller	Yes
Paul Sacco	Yes
Khushbu Webber	Yes
Gwill York	Yes

XI. EXECUTIVE SESSION: TO DISCUSS STRATEGY WITH RESPECT TO COLLECTIVE BARGAINING WITH SEIU LOCAL 32BJ AS AN OPEN SESSION MAY HAVE A DETRIMENTAL EFFECT ON THE AUTHORITY'S BARGAINING POSITIONS

Board Chair Emme Handy stated the following: "Because we are about to discuss strategy with respect to collective bargaining with SEIU Local 32BJ, and discussions in Open Session could have a detrimental effect on the Authority's negotiating position, it is appropriate that we move to enter Executive Session."

Upon motion duly made and seconded, the Board voted unanimously by roll call vote to enter Executive Session.

Emme Handy	Yes
Carlos Aramayo	Yes
Cynthia Brown	Yes
Sheena Collier	Yes
Xiomara Alban DeLobato	Yes
Michael F. Flaherty	Yes
Ashley Groffenberger	Yes
Meg Mainzer-Cohen	Yes
Dr. Aisha Miller	Yes
Paul Sacco	Yes
Khushbu Webber	Yes
Gwill York	Yes

Chair Handy then stated the following: “We are now moving into Executive Session. Everyone but Board Members, Executive Staff, and Counsel please leave the room or exit the MICROSOFT TEAMS meeting. The meeting will reconvene at the conclusion of the Executive Session.”

XII. BOARD VOTE – APPROVAL OF AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT WITH SEIU LOCAL 32BJ

A motion duly made and seconded, the Board voted unanimously to approve by roll call vote as follows:

VOTE: **The Massachusetts Convention Center Authority hereby authorizes the Executive Director to execute on its behalf the Amendments to the Collective Bargaining Agreements with SEIU, Local 32BJ, as bargaining agent for certain employees of the Authority, for FY2022-2025, and incorporating therein the provisions, as considered this day, as attached hereto as Exhibit A and B, and filed with the minutes of this meeting.**

XIII. CHAIR TO ADDRESS THE BOARD

1. Board Vote – Ratification of Committee Chairs and Committee Members

Chair Emme Handy informed the Board that there are currently three Committees: Executive Committee; Administration, Finance and Personnel Committee; and Development and Construction Committee. The primary responsibility of each Committee is as follows:

The Executive Committee of the Board is charged with the responsibility of guiding the Authority’s efforts on future strategy or expansion, board oversight during the implementation of any major undertaking or policy formation, acting as the Board’s compensation committee, engaging the Executive Director on setting annual performance goals and emerging strategic business issues or needs, including but not limited, to annual review of executive director duties, responsibilities, performance, and such other matters as the Board Chair shall direct.

The Administration, Finance and Personnel Committee of the Board shall serve as the Authority's Audit Committee and shall be charged with the responsibility of reviewing the annual budget and personnel policies, reviewing operations and service contract awards greater than \$250,000, reviewing and assisting in the formulation of the Authority's long term financial planning, and such other matters as the Board Chair shall direct.

The Development and Construction Committee of the Board responsibilities shall include the review and oversight of major construction, including BCEC, Hynes, Boston Common Garage and MassMutual Center capital projects, design and construction contract awards greater than \$250,000, as well as oversight of engineering issues relating to the protection and maintenance of the Authority's physical assets and such other matters as the Board Chair shall direct.

Each individual Committee will have a Chair who will be appointed by the Board Chair.

A motion duly made and seconded, the Board voted unanimously to approve by roll call vote as follows:

VOTE: The Massachusetts Convention Center Authority hereby ratifies the following Committee Chairs and Committee Assignments:

Executive Committee:

Emme Handy (Chair), Carlos Aramayo, Cynthia Brown, Sheena Collier, Ashley Groffenberger (or her designee), and Matthew Gorzkowicz (or his designee).

Administration, Finance, and Personnel:

Matthew Gorzkowicz (or his designee) (Chair), Michael Donovan, Ashley Groffenberger (or her designee), Dr. Aisha Miller, and Gwill York.

Development and Construction:

Meg Mainzer-Cohen (Chair), Xiomara Alban DeLobato, Michael F. Flaherty, and Paul Sacco.

Emme Handy	Yes
Carlos Aramayo	Yes
Cynthia Brown	Yes
Sheena Collier	Yes
Xiomara Alban DeLobato	Yes
Michael F. Flaherty	Yes
Ashley Groffenberger	Yes
Meg Mainzer-Cohen	Yes
Dr. Aisha Miller	Yes
Paul Sacco	Yes
Khushbu Webber	Yes
Gwill York	Yes

2. Board Vote – Approval of Corporate Officers

The Board has the following officers: Vice Chair; Treasurer; Secretary; Assistant Treasurer; and Assistant Secretary.

A motion duly made and seconded, the Board voted unanimously to approve by roll call vote as follows:

VOTE: The Massachusetts Convention Center Authority hereby approves the following Corporate Officers: Xiomara Alban DeLobato, Vice Chair; Matthew Gorzkowicz, Secretary of Administration and Finance, or his designee, Treasurer; Dr. Aisha Miller, Secretary; Michael Esmond, Chief Financial Officer, Assistant Treasurer; and Christopher R. Donato, General Counsel, Assistant Secretary.

Emme Handy	Yes
Carlos Aramayo	Yes
Cynthia Brown	Yes
Sheena Collier	Yes
Xiomara Alban DeLobato	Yes
Michael F. Flaherty	Yes
Ashley Groffenberger	Yes
Meg Mainzer-Cohen	Yes
Dr. Aisha Miller	Yes
Paul Sacco	Yes
Khushbu Webber	Yes
Gwill York	Yes

XIV. NEW BUSINESS

1. Open Meeting Law Complaint

Special Counsel Tom Kiley informed the Board that Rasheed Walters filed an Open Meeting Law Complaint against the Authority.¹

Pursuant to the Attorney General's instructions for filing a complaint, the complaint was to be filed within thirty (30) days of the alleged violation or within thirty (30) days of the date the violation was reasonably discoverable. Per the complaint, the alleged violation occurred during the April 6, 2023, Executive Committee Meeting. The April 6, 2023 Executive Committee Meeting Minutes were approved by the Executive Committee on April 13, 2023, and publicly posted on April 19, 2023. Consequently, the alleged violation was reasonably discoverable on April 19, 2023. Thus, the complaint was due on or before May 19, 2023. The complaint, however, was filed on August 23, 2023 – three (3) months late.

¹ A copy of the Open Meeting Law Complaint was distributed to the Board members via email on Tuesday, September 12, 2023.

Prior to the filing of the Open Meeting Law Complaint, the newly constituted Board sought a training session with the Attorney General's Open Government Division and proposed a date of September 14, 2023, following the Authority's next scheduled Board meeting. In addition, it is the Authority's intention to determine committee assignments for the newly constituted Board members at the September 14th Board meeting. The Authority will ensure that no more than six (6) members are appointed to any Committee.

A response noting the above will be filed with the Attorney General's Open Government Division shortly.

XV. OLD BUSINESS

David Gibbons introduced Attorney Brian Golden, Keegan Werlin, who updated the Board on the status of the Request for Proposals for the development of the D and E Street properties.²

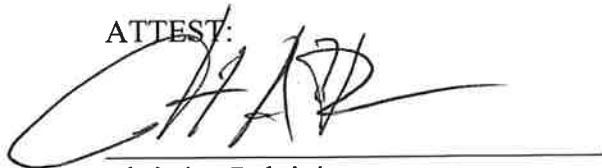
Board Member Michael Flaherty initiated a conversation regarding the takings of the D and E Street properties.

XVI. ADJOURNMENT

A motion duly made and seconded, the meeting was adjourned by a unanimous roll call vote at 12:50 p.m.

Emme Handy	Yes
Carlos Aramayo	Yes
Cynthia Brown	Yes
Sheena Collier	Yes
Xiomara Alban DeLobato	Yes
Michael F. Flaherty	Yes
Ashley Groffenberger	Yes
Meg Mainzer-Cohen	Yes
Dr. Aisha Miller	Yes
Paul Sacco	Yes
Khushbu Webber	Yes
Gwill York	Yes

ATTEST:



Christine Pulgini
Associate General Counsel

Dated: 10/23/2023

² Board Member Dr. Aisha Miller left the room during this discussion.

EXHIBIT A

MEMORANDUM OF AGREEMENT

Between

MASSACHUSETTS CONVENTION CENTER AUTHORITY (“MCCA” or “Employer”)

And

SERVICE EMPLOYEES INTERNATIONAL UNION OF LOCAL 32 BJ, District 615,

SEIU (“Union”) (“Parties”)

July 24, 2023

WHEREAS, the Union and the MCCA are parties to a memorandum of agreement (“MOA”) dated August 4, 2022, which extends the Parties’ collective bargaining agreement (“CBA”) from July 1, 2022 through June 30, 2025; and

WHEREAS, the MOA includes a new section 6 of Article VI, entitled “Overtime Payment Provisions”; and

WHEREAS, there were grievances disputing the application and unanticipated legal effect of this new section 6 of Article VI; and

WHEREAS, the Parties wish to resolve this dispute by executing this agreement (“Agreement A”) in conjunction with a separate agreement dated July 31, 2023 (“Agreement B”);

NOW THEREFORE, the Parties agree as follows:

1. **Introductory “Whereas” Clauses:** The introductory “Whereas” clauses above are incorporated into the Parties’ agreement.
1. **Shift Swaps:** Effective July 24, 2023, subject to MCCA approval, the MCCA agrees to reinstate employees’ ability to swap shifts under the following conditions:
 - a. The Parties agree that swapped shifts worked by employees shall not be paid at the rate of time and one-half (1 ½) of their straight time hourly rate of pay unless such work performed is in excess of forty (40) hours worked within their payroll week. (Example, Employee works 8-hour days on Monday, Tuesday, Wednesday, Thursday and swaps their typical 8-hour Friday shift for a 8-hour Thursday evening shift, resulting in the Employee working 16 hours on Thursday. The Employee shall only be entitled to 40 hours of straight time as the swapped shift shall be compensated at a straight time rate and not overtime rate.)

- b. Such reinstatement of shift swapping by employees is without prejudice and the MCCA reserves the right to suspend shift swapping by employees prospectively, consistent with past practice.
2. **Overtime After Eight Hours:** The Union agrees that effective July 24, 2023, the following stricken CBA language, regarding overtime after eight hours, is unenforceable and shall not be recognized by the parties and that overtime paid at the contractual rate of time and one-half (1 ½) is only available to employees who work in excess of forty (40) hours within their payroll week:

Article VI, Section 6. OVERTIME PAYMENT PROVISIONS

Any regular, full-time employee required to work ~~in excess of eight (8) consecutive hours in any one (1) work day or~~ in excess of forty (40) hours within their payroll week shall be paid at the rate of time and one-half (1 ½) of their straight time hourly rate of pay for all such excess hours worked except as may be otherwise expressly provided by the terms of this Agreement. Overtime may not be pyramided. A normal work day shall be defined as twenty-four (24) consecutive hours beginning with the time that the employee is scheduled to start work.

3. **Agreement in Conjunction with Agreement B:** This Agreement is made in conjunction with a separate agreement between the Parties dated July 31, 2023 ("Agreement B"), and no terms of this Agreement shall remain effective if Agreement B is not executed by the Union or approved by the MCCA Board.
4. **No Admission of Wrongdoing:** It is understood and agreed that this Agreement does not constitute an admission of wrongdoing by the MCCA or Union including but not limited to violations of the CBA and any federal or state law, policy, rule or regulation.
5. **Waiver of Union's Appeal Rights:** The Union agrees not to grieve, appeal, or otherwise challenge the provisions of this Agreement via the parties' collective bargaining agreement, through the contractual grievance and arbitration process, or through the Department of Labor Relations.
6. **Governing Law:** This Agreement shall be interpreted, enforced, governed, and construed by, under, and in accordance with the laws of the Commonwealth of Massachusetts.
7. **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, and 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.
8. **No Practice or Precedent:** The Parties agree that this Agreement shall not be used to demonstrate a practice or create a precedent in any other matter.

Agreed to by the Parties July, 2023:

For the Massachusetts Convention Center Authority:

For Service Employees International Union of Local 32 BJ, District 615, SEIU:

____/s/ Richard M. Olszewski, Bargaining Coordinator, July 24, 2023

EXHIBIT B

MEMORANDUM OF AGREEMENT

Between

MASSACHUSETTS CONVENTION CENTER AUTHORITY ("MCCA" or "Employer")

And

SERVICE EMPLOYEES INTERNATIONAL UNION OF LOCAL 32 BJ, District 615,

SEIU ("Union") ("Parties")

July 31, 2023

WHEREAS, the Union and the MCCA are parties to a memorandum of agreement ("MOA") dated August 4, 2022, which extends the Parties' collective bargaining agreement ("CBA") from July 1, 2022 through June 30, 2025; and

WHEREAS, the MOA includes a new section 6 of Article VI, entitled "Overtime Payment Provisions"; and

WHEREAS, there were grievances disputing the application and unanticipated legal effect of this new section 6 of Article VI; and

WHEREAS, the Parties wish to resolve this dispute by executing this agreement ("Agreement B") in conjunction with a separate agreement dated July 24, 2023 ("Agreement A");

NOW THEREFORE, the Parties agree as follows:

9. **Introductory "Whereas" Clauses:** The introductory "Whereas" clauses above are incorporated into the Parties' agreement.
10. **Overtime After Eight Hours:** Subject to MCCA Board approval, the following stricken language, regarding overtime after eight hours, shall be removed from the CBA, and the Parties agree that overtime paid at the contractual rate of time and one-half (1 ½) is only available to employees who work in excess of forty (40) hours within their payroll week:

Article VI, Section 6. OVERTIME PAYMENT PROVISIONS

Any regular, full-time employee required to work ~~in excess of eight (8) consecutive hours in any one (1) work day or~~ in excess of forty (40) hours within their payroll week shall be paid at the rate of time and one-half (1 ½) of their straight time hourly rate of pay for all such excess hours worked except as may be otherwise expressly provided by the terms of this Agreement. Overtime may not be pyramided. A normal

work day shall be defined as twenty-four (24) consecutive hours beginning with the time that the employee is scheduled to start work.

11. **Wage Table Adjustment:** Effective with the payroll period that begins July 31, 2023, Union members employed at the time the MCCA Board approves this agreement shall receive a one-dollar (\$1) per hour increase to their rate of pay, consistent with the following table (old language struck, new language **bold and underlined**):

Year	Public Safety Officer ("PSO")	Regular Rate**	Experienced Rate ***	Senior Step for employees with 5 or more years of experience as a PSO at the MCCA as of July 1 st . (Employees advance to the Senior Step on July 1 st following completion of 5 th year as a PSO for the MCCA.)
July 1, 2022		\$18.19	\$18.93	\$19.21
July 1, 2023 <u>July 31, 2023</u>		\$18.74 <u>\$19.74</u>	\$19.50 <u>\$20.50</u>	\$19.79 <u>\$20.79</u>
July 1, 2024		\$19.30 <u>\$20.33</u>	\$20.08 <u>\$21.11</u>	\$20.38 <u>\$21.41</u>

Year	Command Center Officer ("CCO")	Entry Level Rate*	Regular Rate**	Experienced Rate****	Senior Step for employees with 5 or more years of experience as a CCO at the MCCA as of July 1 st . (Employees advance to the Senior Step on July 1 st following completion of 5 th year as a CCO for the MCCA.)
July 1, 2022		\$22.71	\$23.29	\$24.00	\$24.42
July 1, 2023 <u>July 31, 2023</u>		\$23.39 <u>\$24.39</u>	\$23.99 <u>\$24.99</u>	\$24.72 <u>\$25.72</u>	\$25.25 <u>\$26.25</u>
July 1, 2024		\$24.09 <u>\$25.12</u>	\$24.71 <u>\$25.74</u>	\$25.46 <u>\$26.49</u>	\$25.91 <u>\$27.04</u>

12. **Withdrawal of Grievances:** The Parties agree that this Agreement constitutes a full and final resolution of the grievance process related to all grievances filed related to compensation for hours worked over eight (8) in any one (1) work day. Specifically, the grievance filed by the Union on or around October 14, 2022 and two (2) similar companion grievances filed by Gertrand Destima and Rohan Chedda regarding rate of pay for shifts are deemed withdrawn with prejudice.
13. **Arbitrability of Overtime Claims:** The Parties agree that any and all claims associated with Article VI, Section 6 and/or Overtime must be resolved solely and exclusively through the CBA's grievance and arbitration provisions and that any such grievances, appeals, challenges, or claims do not implicate state or federal law.
14. **Waiver of Rights:** The Union, individually and on behalf of its employees, agrees to waive any all claims regarding overtime occurring between July 1, 2022 and September 14, 2023 associated with the language struck in Article VI, Section 6 of the CBA via paragraph 2 above. The Union further agrees not to grieve, appeal, or otherwise challenge the provisions of this Agreement via the Parties' CBA, through the contractual grievance/arbitration process, through the Department of Labor Relations, or in any other forum.
15. **Waiver of Massachusetts Wage Act:** The Union hereby acknowledges that this settlement resolves any and all rights and claims that employees may have pursuant to the Massachusetts Wage Act, M.G.L. c. 149, §§ 148 and 150 associated with the language struck in Article VI, Section 6 of the CBA via paragraph 2 above
16. **Agreement in Conjunction with Agreement A:** This Agreement is made in conjunction with a separate agreement between the Parties dated July 24, 2023 ("Agreement A").
17. **Governing Law:** This Agreement shall be interpreted, enforced, governed, and construed by, under, and in accordance with the laws of the Commonwealth of Massachusetts.
18. **No Practice or Precedent:** The Parties agree that this Agreement shall not be used to demonstrate a practice or create a precedent in any other matter.
19. **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, and 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.
20. **Approval:** This Agreement is subject to approval by the Union and by the MCCA Board.

Agreed to by the Parties July, 2023:

For the Massachusetts Convention Center Authority:

For Service Employees International Union of Local 32 BJ, District 615, SEIU:

/s/ Richard M. Olszewski, Bargaining Coordinator, July 24, 2023
