

# Massachusetts Convention Center Authority

Thursday – September 14, 2023

10:30 a.m. – 12:30 p.m.

415 Summer Street

Boston, MA 02210

Meeting Room 051

Pursuant to the Massachusetts Open Meeting Law, G.L. c. 30A, §§ 18-25, notice is hereby given of a meeting of the Massachusetts Convention Center Authority.

The meeting will take place VIA MICROSOFT TEAMS [Click here to join the meeting](#) OR JOIN BY PHONE: DIAL-IN NUMBER: +1-857-702-2232, Phone Conference ID: 860 999 33#

---

## **AGENDA**

- I. Roll Call
- II. Review and Adoption of Minutes of July 20, 2023
- III. Executive Director's Report
- IV. Boston Convention Marketing Center Performance Report
- V. MassMutual Center/MGM Springfield Sales and Marketing Update
- VI. Energy Supply Procurement Authorization [VOTE]
- VII. Electrical Testing [VOTE]
- VIII. CUP Pump Drives [VOTE]
- IX. Exhibit Hall Company Switches [VOTE]
- X. Grab n Go Market [VOTE]
- XI. Executive Session: To discuss strategy with respect to collective bargaining with IBEW Local 103 and SEIU Local 32BJ as an open session may have a detrimental effect on the Authority's bargaining positions.
- XII. Approval of Collective Bargaining Agreement with IBEW Local 103 [VOTE]
- XIII. Approval of Amendment to Collective Bargaining Agreement with SEIU Local 32 BJ [VOTE]
- XIV. Chair Emme Handy to address the Board
  1. Ratification of Committee Chairs and Committee Members [VOTE]
  2. Approval of Corporate Officers [VOTE]
- XV. Old Business
  1. Response to open meeting law complaint
- XVI. New Business
- XVII. Adjournment



# ***Boston Convention Marketing Center***

Performance Report / MCCA Board Meeting – September 2023

*Signature* BOSTON™





## *June 2023*

- IBM Corporation IBM Think 2024
  - BCEC event for May 2024 with 8,860 room nights
- American Society of Society of General Internal Medicine Annual Meeting 2024
  - Hynes event for May 2024 with 4,597 room nights
- National Council of Teachers of English Annual Convention 2024
  - BCEC event for November 2024 with 9,210 room nights
- College Board AP Annual Conference 2025
  - BCEC event for July 2025 with 6,040 room nights



## *June 2023*

- Subaru National Business Conference 2025
  - BCEC event for August 2025 with 7,389 room nights
- American Association for Cancer Research Molecular Targets and Cancer Therapeutics Conference 2025
  - Hynes event for October 2025 with 3,322 room nights
- Massachusetts Teachers Association Annual Meeting of Delegates 2026
  - Hynes event for May 2026 with 878 room nights
- Advanced Medical Technology Association AdvaMed The MedTech Conference 2026
  - BCEC event for October 2026 with 3,298 room nights





## *June 2023*

- American Physical Society Division of Fluid Dynamics Annual Meeting 2027
  - BCEC event for November 2027 with 4,390 room nights
- Urban Land Institute Fall Meeting 2028
  - BCEC event for October 2028 with 8,344 room nights
- American Academy of Pediatrics National Conference & Exhibition 2028
  - BCEC event for November 2028 with 32,550 room nights
- Society of Critical Care Medicine Annual Critical Care Congress 2029
  - BCEC event for April 2029 with 11,414 room nights



## June 2023

- Society of Hospital Medicine Converge 2030
  - BCEC event for April 2030 with 7,465 room nights
- American Academy of Pediatric Dentistry Annual Session 2030
  - BCEC event for May 2030 with 8,784 room nights
- American Association of Nurse Anesthesiology Annual Congress 2030
  - BCEC event for August 2030 with 5,950 room nights
- Cardiovascular Research Foundation Transcatheter Cardiovascular Therapeutics Conference TCT 2032
  - BCEC event for October 2032 with 23,850 room nights





*YTD (July 2022 – June 2023)*

	Bulls Eye *	Non Bulls Eye	Totals
BCEC Events	37	1	38
Hynes Events	1	6	7
Total Events	38	7	45

BCEC Room Nights	433,449	1,390	434,839
Hynes Room Nights	4,597	11,755	16,352
Total Room Nights	438,046	13,145	451,191

\*Bulls Eye = 1,000 rooms on peak or more

*YTD (July 2022 – June 2023)*

	# of Events
BCEC Events	54
HYNES Events	42
Lawn on D Events	85
<b>Total Events</b>	<b>181</b>
BCEC Room Nights	6,202
HYNES Room Nights	5,024
Lawn on D Room Nights	0
<b>Total Room Nights</b>	<b>11,226</b>



# BCEC & Hynes Bulls Eye Events

## September – October 2023

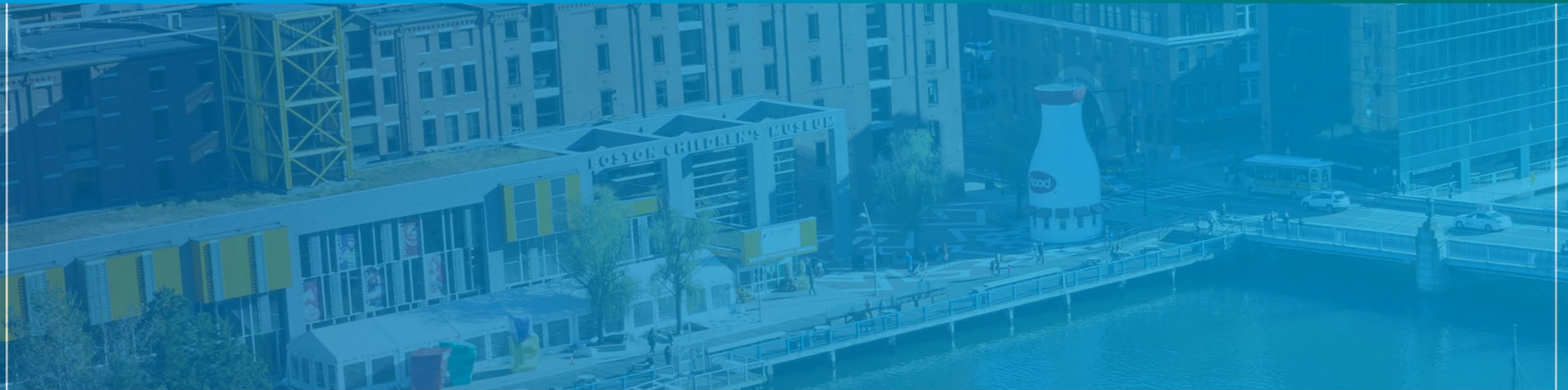
2023 Event Name	Building	Dates	Total Rooms
Veeva Systems R&D Summit 2023	BCEC	09/12/23 - 09/14/23	2,904
Biotech Week Boston 2023	BCEC	09/19/23 - 09/21/23	4,536
International Foundation of Employee Benefit Plans Annual Employee Benefits Conference 2023	BCEC	10/01/23 - 10/03/23	24,910
Infectious Diseases Society of America ID Week 2023	BCEC	10/12/23 - 10/14/23	17,040
Worldwide ERC®, Inc. Global Workforce Symposium 2023	Hynes	10/18/23 - 10/20/23	4,133
American College of Surgeons Annual Clinical Congress 2023	BCEC	10/23/23 - 10/25/23	34,500



***Thank you!***

Remarkable Experiences. Imagination Realized.

*Signature* **BOSTON**







# ••• MassMutual Center HIGHLIGHTS

# GENERAL UPDATE

## Ticket Sales Success

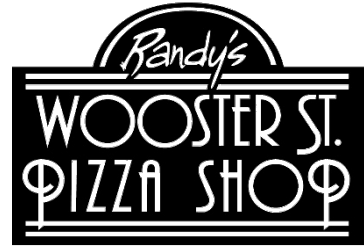


**SPRINGFIELD**  
COMIC CON

**BRICK**  
CONVENTION



## New OVG F&B Sub-Contractors



## October Conventions





# 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 Springfield – 5 Year Anniversary



**'A testament to the city':  
How MGM's entertainment  
scene has ignited Springfield**

## Springfield Regional Chamber

Rise and Shine: The  
Business of Sports

September 21, 2023

Springfield Thunderbirds

413 Elite

Basketball Hall of Fame

Hartford Yard Goats

Western Massachusetts  
Sports Commission



# SALES UPDATE – JULY & AUGUST 2023

63

NEW INQUIRIES

108

OPEN & WORKING

July & August, 2023			FY24 YTD		
Category	Total	Room Nights	Category	Total	Room Nights
Definite Booked					
27 Bookings*	\$387,825	1,461*	27 Bookings*	\$387,825	1,461*
Tentative Booking					
13 Bookings	\$352,875	925	13 Bookings	\$352,875	0

\*1 Bulls Eye Booking

\*1 Bulls Eye Booking

**marketamerica**  
Built on Product. Powered by People.®



## August CONNECT Marketplace Recap

- Association Track
  - 27 1 on 1 appointments
  - 10 show potential, 6 with peak room nights of 200 or more
  - 1 from our June 2022 client event
- Sports Track
  - 26 1 on 1 appointments
  - 5 show potential with peak room nights of 200 or more
  - Strong interest from NGBA and USA Women's Hockey – both for 2025

## Fall Client Event – October 1





## **Board Vote: Electricity and Natural Gas Procurement**

The Massachusetts Convention Center Authority (“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 which is 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 7<sup>th</sup> 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 vote to authorize contract(s) for electricity and/or natural gas procurement would take the following form:

**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 (6 to 36) 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).**





# BCEC, BCG, MMC and Hynes Electrical Maintenance Service Contract

MCCA Board Meeting  
September 14, 2023

**MASSACHUSETTS  
CONVENTION CENTER  
AUTHORITY**

*Signature*  
**BOSTON™**

# Contract Terms and Scope

- Four (4) year term
- Annual, semi-annual, and thirty six (36) month preventative maintenance of the electrical infrastructure for the BCEC, Hynes, MMC, and BCG
- Physical and Electrical inspections of all associated equipment in accordance with National Electrical Code Standards
- Eversource Shutdowns and State Inspections in accordance with Massachusetts Electrical Code



# Contract Requirements

The advertised, bidding and selection procedures of the contract are in accordance with the statute, M.G.L. c.149 sections 44A-44J:

- Bid Bonds
- DCAMM Certification for classification of work
- DCAMM Update Statement
- Submit bids on time, all forms signed and Addenda acknowledged

# Bid Results

<u>Contractor</u>	<u>Bid Amount</u>
Sullivan & McLaughlin Co.	\$990,900.00
Dagle Electrical Co.	\$1, 586,640.00
Your Electrical Solutions	\$2,021,820.00

**The lowest eligible and responsible bidder is Sullivan & McLaughlin Co., based on bids received on August 2, 2023 per documents dated June 28, 2023.**

# **Board Vote: Electrical Maintenance Service Contract**

**A vote to authorize a service contract for Sullivan & McLaughlin Co., for the BCEC, Hynes, MMC, and BCG Electrical Maintenance Service Contract would take the following form:**

**VOTE:        The Massachusetts Convention Center Authority hereby votes to authorize the Executive Director to execute a service contract with Sullivan & McLaughlin Co., in the amount of Nine Hundred and Ninety Thousand, Nine Hundred Dollars (\$990,900.00) for the Electrical Maintenance at the BCEC, Hynes, MMC and BCG, per documents dated June 28, 2023.**



**Board Vote: MCCA Electrical Maintenance Service Contract**

This contract would establish a (4) four-year preventative maintenance and service agreement for the MCCA'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 Authorities exposure to safety hazards, interruptions of service, and equipment failure.

The MCCA 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:

**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.**



# BCEC – CUP Pump Drives

MCCA Board Meeting

September 14, 2023

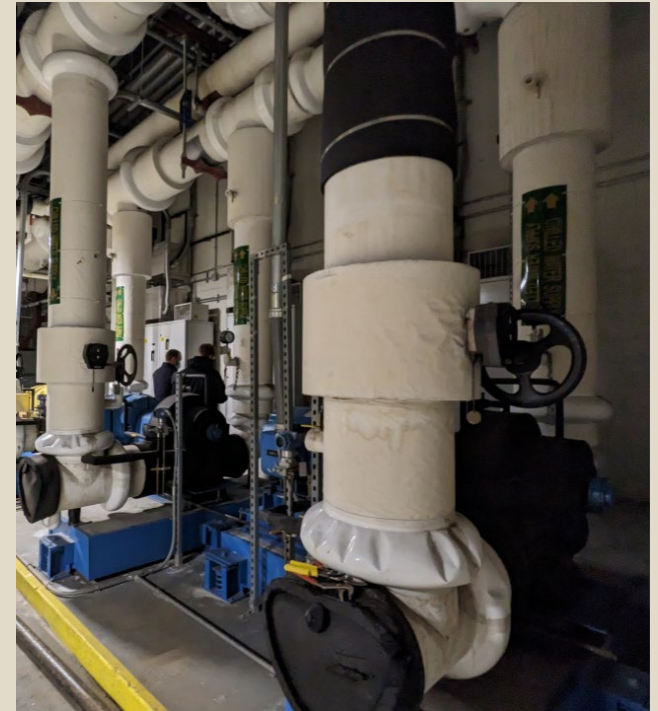
**MASSACHUSETTS  
CONVENTION CENTER  
AUTHORITY**

*Signature*  
**BOSTON™**

# BCEC Cup Pump Drives

## Summary of the Project:

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 to 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.





# BCEC Cup Pump Drives

## Summary of the Procurement:

The project was advertised and bid under the terms of M.G.L. c. 149.

Date of Documents: May 9, 2023

Date of Advertisement: May 10, 2022

Date of Prime Bid Opening: June 28, 2023



# BCEC Cup Pump Drives

## Contractor Prime Bids:

Contractor	Contractor Price
Your Electrical Solution, Inc.	\$725,000
LeVangie Electric Company, Inc.	\$810,000
Dagle Electrical Contractor Corporation	\$1,577,751

The lowest responsible and eligible bidder is Your Electrical Solution, Inc. in accordance with bids received on June 28, 2023, per documents dated May 9, 2023.

# **Board Vote: BCEC Cup Pump Drives**

The Massachusetts Convention Authority through its Capital Replacement Program has determined to bring forth a replacement project of the BCEC's HVAC Closed Water Loop Circulating Pump Drives. This project was designed and engineered to gain energy efficiency and reliability. All procurement guidelines were followed according to MGL Statutes.

The M.G.L. c. 149 bid law requires award to the lowest responsible and eligible bidder, which in this case is, Your Electrical Solution, Inc.

A vote to authorize a contract for the Boston Convention and Exhibition Center CUP Pump Drives, would take the following form:

**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 Boston Convention and Exhibition Center– CUP Pump Drives in the amount of Seven Hundred Twenty-Five Thousand Dollars (\$725,000.00) per documents dated May 9, 2023.**



**Board Vote: BCEC CUP Pump Drives**

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 to 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 Massachusetts Convention Center 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 Electric 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 vote authorize a contract for Your Electrical Solution, Inc., for CUP Pump Drives, would take the following form:

**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.**



# BCEC - Exhibit Hall Company Switches

MCCA Board Meeting

September 14, 2023

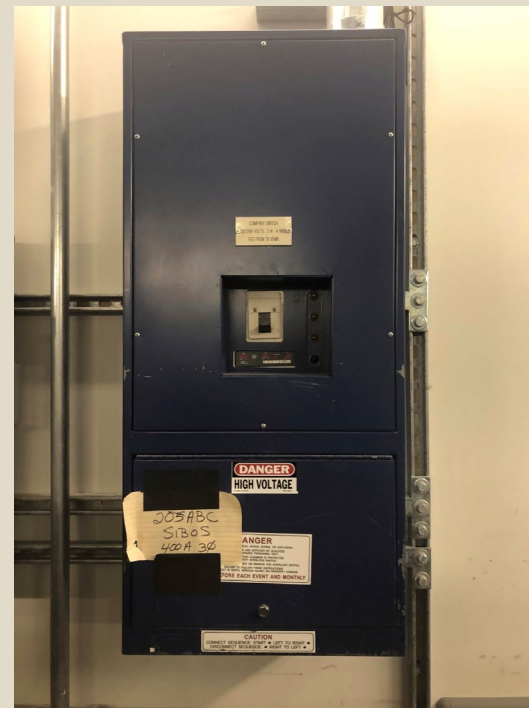
**MASSACHUSETTS  
CONVENTION CENTER  
AUTHORITY**

*Signature*  
**BOSTON™**

# BCEC Exhibit Hall Company Switches

## Summary of the Project:

The project consists of the installation of six (6) new 400A company switches at the Boston Convention and Exhibition Center (BCEC), 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.





# BCEC Exhibit Hall Company Switches

## Summary of the Procurement:

The project was advertised and bid under the terms of M.G.L. c. 149.

Date of Documents: May 18, 2023

Date of Advertisement: May 31, 2022

Date of Sub Bid Opening June 21, 2023

Date of Prime Bid Opening: July 11, 2023



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

The lowest responsible and eligible bidder is **Dagle Electrical Construction Corporation** in accordance with bids received on July 11, 2023 per documents dated May 18, 2023.

# **Board Vote: BCEC Exhibit Hall Company Switches**

The M.G.L. c. 149 bid law requires award to the lowest responsible and eligible bidder, which in this case is, Dagle Electrical Construction Corporation, Inc.

A vote to authorize a contract for Dagle Electrical Construction Corporation, Inc. for the Boston Convention and Exhibition Center Exhibit Hall Company Switches, would take the following form:

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



**Board Vote: BCEC Exhibit Hall Company Switches**

The project consists of the installation of six (6) new 400A company switches within the Exhibit Halls of the Boston Convention and Exhibition Center (BCEC), 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 Massachusetts Convention Center 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	\$825,000.00
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 vote to authorize a contract for \$823,823.00, for Exhibit Hall Company Switches, would take the following form:

**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.**



# BCEC North Lobby Market

MCCA Board Meeting

September 14, 2023

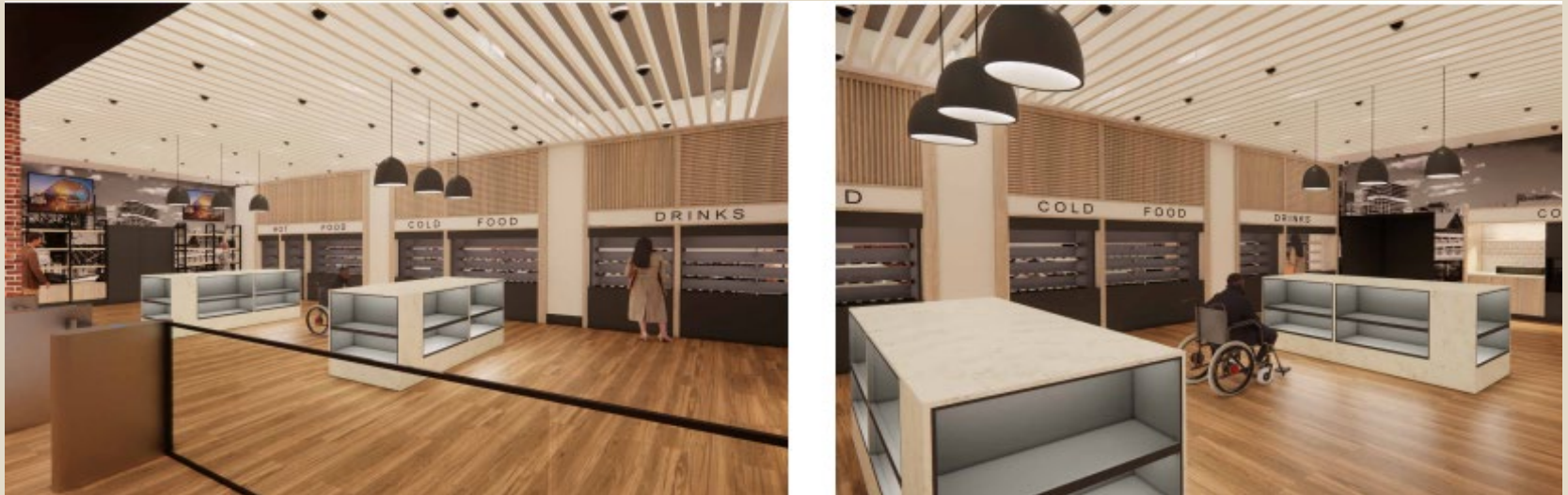
**MASSACHUSETTS  
CONVENTION CENTER  
AUTHORITY**

*Signature*  
**BOSTON™**

# BCEC NORTH LOBBY MARKET

## Summary of the Project:

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





# BCEC NORTH LOBBY MARKET

## Summary of the Procurement:

The project was advertised and bid under the terms of M.G.L. c. 149.

Date of Documents: June 23, 2023

Date of Advertisement: June 26, 2022

Date of Sub Bid Opening: August 8, 2023

Date of Prime Bid Opening: August 31, 2023

# BCEC NORTH LOBBY MARKET

## Contractor Prime Bids:

Contractor	Contractor Price
GenCon, Inc.	\$1,611,264.62
Page Building Construction Co.	\$1,759,000.00
SPS New England, Inc	\$2,333,600.00

The lowest responsible and eligible bidder is **GenCon, Inc.** in accordance with bids received on August 31, 2023, per documents dated June 23, 2023.

# **Board Vote: Vote BCEC North Lobby Market**

The M.G.L. c. 149 bid law requires award to the lowest responsible and eligible bidder, which in this case is, GenCon, Inc.

A vote to authorize a contract for GenCon, Inc. for the Boston Convention and Exhibition Center North Lobby Market, would take the following form:

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

**Board Vote: BCEC North Lobby Market**

This project includes providing all labor, materials, and equipment for the conversion of an existing approximately 1,000 square foot space at the Boston Convention and Exhibition Center to house new high throughput 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 Massachusetts Convention Center 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 vote to authorize a contract for \$1,611,264.62, for the Grab and Go Market, would take the following form:

**VOTE: The Massachusetts Convention Center Authority hereby votes to authorize the Executive Director to execute a construction contract with GenCon, Inc., for the Grab and 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.**



*Draft*

**BOARD VOTE: COLLECTIVE BARGAINING AGREEMENTS WITH IBEW, LOCAL 103, FY 2022-2025**

A vote to approve the Collective Bargaining Agreement between the Authority and IBEW Local 103 would take the following form:

**VOTE:       The Massachusetts Convention Center Authority hereby authorizes the Executive Director to execute on its behalf Collective Bargaining Agreements with IBEW, Local 103, as bargaining agent for certain employees of the Authority, for FY2022-2025, and incorporating therein wage and other provisions, as considered this day, as attached hereto as Exhibit A, and filed with the minutes of this meeting.**

**EXHIBIT A**  
**MEMORANDUM OF AGREEMENT**  
**BY AND BETWEEN**  
**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**  
**LOCAL UNION No. 103**  
**and**  
**MASSACHUSETTS CONVENTION CENTER AUTHORITY**  
**August 18, 2023**

The Massachusetts Convention Center Authority (“Authority”) and International Brotherhood of Electrical Workers, Local Union No. 103 (“Union”), collectively referred to as the “Parties,” agree to a collective bargaining agreement effective July 1, 2022 - June 30, 2025 as follows. The terms of the Parties’ 2019 -2022 collective bargaining agreement are included in the 2022-2025 collective bargaining agreement with the following changes:<sup>1</sup>

**1. Article VI, Supervisory Appointment**

- a. Amend as follows:

The Authority’s power to appoint working foreman shall be sole and absolute except that such appointment may not be arbitrary or capricious.

**Working foreman shall be selected on the basis of: (1) qualification, (2) skill, (3) ability, and (4) experience. When the foregoing criteria are equal, the individual with the most seniority shall be selected. Anytime there are four (4) or more individuals in a particular trade working in the same building, there shall be a foreman assigned to that trade and in that building.**

**In the event that a Working Foreman is, or projected to be, absent for more than thirty (30) days, the Authority shall backfill the Working Foreman’s position with the next qualified candidate, in their respective classification with a temporary Working Foreman. In the event a Working Foreman position is back filled due to absence, the Authority shall have the power to select such individuals to back fill Working Foreman positions at its discretion.**

**2. Article VII, New Employees**

- a. Strike current language and replace with:

~~All new employees are without job security for the first six months of their employment and may be discharged at any time during that period at the Authority's sole discretion. Such discharges shall not be subject to the grievance and arbitration provisions of this Agreement. Vacation and personal days shall not be given to any~~

---

<sup>1</sup> Throughout the following document, new language will be reflected as UNDERLINED AND BOLDED and language to be stricken with be reflected with a STRIKE LINE through it.

~~employee during the first six (6) months of employment, but shall accrue in accordance with the provisions relating to such benefits as hereinafter set forth in this agreement. Sick leave shall not be given to any employee during the employee's first ninety (90) days of employment but shall accrue in accordance with the provisions relating to such benefit as hereinafter set forth in this agreement. Health and welfare programs which are, or which subsequently may become available, shall apply to all employees from and after the first opening for participation designated by the vendor thereof occurring after thirty one (31) business days of employment. Upon completion of six (6) months' employment, new employees become regular employees and their seniority dates from the date of their initial hiring.~~

**Newly hired employees must serve a probationary period of one-hundred-eighty (180) days. Employees may be discharged at any time at the Authority's sole discretion during their probationary period. Such discharges shall not be subject to the grievance and arbitration provisions of this Agreement.**

**Employees serving a probationary period shall not be entitled to use any vacation or personal days that they accrue. Employees may only use accrued vacation and personal days after they have completed their probationary period and in accordance with the other terms and conditions of this Agreement.**

**Employees may use any accrued sick leave only after completing thirty (30) days of employment regardless of whether they have completed their probationary period. Health and welfare programs which are, or which subsequently may become, available shall apply to all employees from and after the first opening for participation designated by the vendor thereof occurring after thirty-one (31) business days of employment. Upon completion of one-hundred-eighty (180) days of employment, new employees shall become regular employees and their seniority will date from the date of their initial hiring.**

**3. Article VIII, Work Week and Rates of Pay, Section 1, Work Week**

- a. Amend Section 1 as follows:

The normal work week for regular, full-time employees, shall consist of forty (40) hours, with a daily minimum of eight (8) hours. Except in cases of emergency, not within the reasonable control of the Authority, an employee shall receive a minimum of forty-eight (48) hours' notice prior to being changed from one shift to another. (For example: 1" shift to 2" shift to 3" shift, regular shift to rotation shift). It is agreed that an employee may individually and voluntarily waive the requirement for such notice. If the shift change will extend for more than seven (7) consecutive days in duration, the Authority will give three (3) weeks' notice to the employee prior to making such change.

It is expressly agreed that this section in no way constitutes either a guarantee of hours of work per day or per week nor as a restriction of the Authority's right to require reasonable overtime.

**Non-BMS Employees: The normal work week shall consist of five (5) consecutive workdays, with two consecutive scheduled days off, one of which shall be a weekend day, over a period of seven (7) days commencing on the employee's shift that ends on a Monday and concluding on the employee's shift that begins on the following Sunday. Such weeks shall consist of forty (40) hours, with a daily minimum of eight (8) hours.**

**BMS Employees: Effective July 1, 2023, Employees classified as BMS Employees shall be considered a separate classification from Non-BMS Employees, including HVAC Mechanics. BMS Employees and Non-BMS Employees shall not perform one another's work except in cases of emergencies and only in the event that such an employee is qualified to perform the job. BMS Employees and HVAC Mechanic employees shall be permitted to perform one another's work but only in the event that such an employee is qualified to perform the job. The below schedule shall be BMS employees regularly assigned shift and shall be as follows:**

BMS WEEK 1								
	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY	
SHIFT								HOURS
BMS A (2)	6 AM – 2 PM	6 AM – 2 PM	6 AM – 2 PM	6 AM – 2 PM	6 AM – 2 PM	–	–	40
BMS B (2)	–	–	2 PM – 10 PM	2 PM – 10 PM	–	6 AM – 6 PM	6 AM – 6 PM	40
BMS C (2)	2 PM – 10 PM	2 PM – 10 PM	–	–	–	6 PM – 6 AM	6 PM – 6 AM	40
BMS D (2)	10 PM – 6 AM	10 PM – 6 AM	10 PM – 6 AM	10 PM – 6 AM	10 PM – 6 AM	–	–	40

BMS WEEK 2								
	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY	
SHIFT								HOURS
BMS A (2)	–	–	2 PM – 10 PM	2 PM – 10 PM	–	6 AM – 6 PM	6 AM – 6 PM	40
BMS B (2)	6 AM – 2 PM	6 AM – 2 PM	6 AM – 2 PM	6 AM – 2 PM	6 AM – 2 PM	–	–	40
BMS C (2)	10 PM – 6 AM	10 PM – 6 AM	10 PM – 6 AM	10 PM – 6 AM	10 PM – 6 AM	–	–	40
BMS D (2)	2 PM – 10 PM	2 PM – 10 PM	–	–	–	6 PM – 6 AM	6 PM – 6 AM	40



HVAC MECHANICS								
MECH A (2)	2 PM – 10 PM	2 PM – 10 PM	2 PM – 10 PM	2 PM – 10 PM	2 PM – 10 PM			40
MECH B (1)	7 AM – 3:30 PM	7 AM – 3:30 PM	7 AM – 3:30 PM	7 AM – 3:30 PM	7 AM – 3:30 PM			40
MECH C (2)	6 AM – 2:30 PM	6 AM – 2:30 PM	6 AM – 2:30 PM	6 AM – 2:30 PM	6 AM – 2:30 PM			40
MECH D (1)	6:30A - 3:00P	6:30A - 3:00P	6:30A - 3:00P	6:30A - 3:00P	6:30A - 3:00P			40
MECH E (1)	7:30A – 4:00P	7:30A – 4:00P	7:30A – 4:00P	7:30A – 4:00P	7:30A – 4:00P			40
FOREMAN (2)	6A - 2:30P	6A - 2:30P	6A - 2:30P	6A - 2:30P	6A - 2:30P			40

**Except in cases of emergency, not within the reasonable control of the Authority, an employee shall receive a minimum of forty-eight (48) hours' notice prior to being changed from one shift to another. (For example: 1st shift to 2nd shift to 3rd shift, regular shift to rotation shift). It is agreed that an employee may individually and voluntarily waive the requirement for such notice. If the shift change will extend for more than seven (7) consecutive days in duration, the authority will give three (3) weeks' notice to the employee prior to making such change.**

**It is expressly agreed that this section in no way constitutes either a guarantee of hours of work per day or per week for part-time employees nor as a restriction of the Authority's right to require reasonable overtime in order of inverse seniority if the Authority cannot find volunteers through the overtime list.**

**4. Article VIII, Work Week and Rates of Pay, Section 2, Rates of Pay**

- a. Amend Section 2 as follows:

~~All regular employees working within classifications hereinafter stated, are during the life of this Agreement to be paid at the rate specified in Appendix I (attached hereto and made a part of this Agreement) for that classification on the basis of forty (40) hours each week, except where specifically noted otherwise.~~

**All employees working within classifications hereinafter stated, are, during the life of this Agreement, to be paid at the rate specified in Appendix I (attached hereto and made part of this Agreement) for that classification on the basis of forty (40) hours each week, including any additional wages as specified in this Agreement.**

**For the purpose of vacation, pension (as determined by the Commonwealth of Massachusetts Retirement Board/PERAC), personal days, or any other**

fringe benefit accruals specified in this Agreement, and employee's base rate, including any additional wages as specified in this Agreement, shall be calculated based upon the majority of hours in a regularly scheduled work week, annualized (i.e. an employee who works a majority third shift hours shall have all fringe benefit accruals calculated at a third-shift rate; same with second shift and same with first shift).

5. Article VIII, Workweek and Rates of Pay, Section 3(a), Temporary Reclassification

- a. Amend Section (a) as follows:

~~(a) Any employee who is requested by the Authority to work temporarily in a classification other than his own shall receive the rate of his own classification or the rate of the classification to which he is assigned, whichever rate is higher, provided, however, that when he changes from one classification to another his rate of pay shall immediately be adjusted to the new classification rate, if higher, and he shall be paid one hour's pay at the higher rate for each hour or fraction of an hour worked.~~

~~Effective with the first day after December 17, 2010, the higher rate is paid only if the employee has worked more than three (3) consecutive days in the higher classification in which event the higher rate will be paid from the first day of the reclassification. The higher rate is not paid if the work is in a classification for which the employee is not licensed or for incidental work which does not include major responsibilities or duties of the other classification.~~

Any employee who is requested by the Authority to work temporarily in a classification other than his/her own shall receive the rate of his own classification or the rate of the classification to which he/she is assigned, whichever is higher, provided, however, that when he/she changes from one classification to another his/her rate of pay shall immediately be adjusted to the new classification rate, if higher, and he/she shall be paid one hour's pay at the higher rate for each hour or fraction of an hour worked.

The higher rate is not paid if the work is in a classification for which the employee is not licensed or for incidental work which does not include major responsibilities or duties of the other classification.

6. Article VIII, Work Week and Rates of Pay, Section 3(b), Temporary Reclassification

- a. Amend Section (b) as follows:

Any employee transferred to a higher rate classification on a permanent basis will receive that rate of pay in the new classification at the time of transfer. Any employee permanently transferred to a higher rate classification shall be on a ninety (90) day probationary period starting the first day of the transfer ~~and may be returned to his former classification and pay at the discretion of the Authority~~ during which he/she may be returned to his/her former classification and pay at the discretion of the Authority.

7. Article VIII, Work Week and Rates of Pay, Section 4, Overtime Payment Provisions

a. Strike the current language and replace with:

- (a) Any employee required to work in excess of their regular work day, or in excess of forty (40) hours within his payroll week, shall be paid at the rate of time and one half (1½). Additionally, any employee required to work outside of his/her regularly scheduled shift, shall be paid at the rate of time and one half (1½). Overtime may not be pyramided. A normal work day shall be defined as an eight (8) hour day or the employee's regularly scheduled shift, if not eight (8) hours.

Scheduled overtime: Scheduled overtime shall, at minimum, be paid at the appropriate overtime rate for the number of hours offered and accepted by the employee provided that (1) such employee who leaves voluntarily without completing the work assigned shall receive pay only for the time actually worked; (2) such employee must be willing to stay for the entire duration of the overtime period offered and accepted to perform an assignment as required by the Authority; and (3) such employee must notify his/her supervisor or the appropriate Authority representative if an assignment has been completed prior to the end of the overtime period offered and accepted. Employees who are sent home by the Authority before the end of a scheduled overtime shift shall be paid for the entire accepted shift. Overtime for those employees working second or third shifts shall be calculated including their shift premiums.

- (b) An employee who is required to work his/her sixth (6<sup>th</sup>) consecutive day in a single work week shall be paid at a rate of time and one half for all hours worked. An employee who is also required to work his/her seventh (7<sup>th</sup>) consecutive day off in a single work week shall be paid at a rate of double time for all hours worked. Accrued leave cannot be substituted for actual work for purposes of this Section B.

- (c) Call back time: A regular full-time employee who is called in or called back by the Authority to perform non-scheduled work shall be paid a minimum of four (4) hours pay. Any employee who is called back and has to work beyond the fourth (4<sup>th</sup>) hour shall be paid on an hour by hour basis. An employee who reports to work under the provisions of this section and who leaves voluntarily without completing the work assigned shall receive pay only for the time actually worked. Call back time shall be paid at the applicable overtime rate.

- (d) The following shall not be subject to a minimum of four (4) hours pay: scheduled overtime opportunities; overtime opportunities that are contiguous with an employee's regularly scheduled shift; and overtime opportunities that are less than two (2) hours before the scheduled start of an employee's shift.

8. Article VIII, Work Week and Rates of Pay, Section 5(a), Rules and Standards for Overtime Work

- a. Amend Section (a) as follows:

Overtime shall be equitably distributed within each classification provided the employee has the necessary qualifications to perform the overtime work required. Overtime shall be allocated as evenly as may reasonably be done outside classifications among employees the Authority deems qualified **provided that all overtime opportunities within the respective classification have been exhausted. Overtime shall be allocated first by classification to employees that work within the same classification that work within each Authority facility for which the overtime work is to be performed, then shall be offered to employees in the same classification authority wide, and then to other qualified employees outside the classification.** Overtime work offered and refused for any reason shall be treated as overtime worked for purposes of evaluating equitable distribution of overtime work. ~~It is agreed that the Union will manage the overtime list in all departments.~~ **It is agreed that the Union and the Authority will manage the overtime list in all departments in accordance with the above procedure provided such lists shall be provided to the Authority.**

9. Article VIII, Work Week and Rate of Pay, Section 5(b), Rules and Standards for Overtime Work

- a. Amend Section (b) as follows:

Holidays, **or paid time off, excluding sick time,** though not worked, shall be computed as time worked for calculating overtime. Overtime shall be controlled by the Authority. Records of overtime will be kept.

10. Article IX, Leave of Absence, Section 1

- a. Amend Section 1 as follows:

No employee shall take time off unless he/she is sick or incapacitated without obtaining permission from the Authority for a leave of absence. ~~Any employee who, for any reason, desires to leave his work during working hours must obtain permission from the Authority before leaving the department.~~ **Any employee who, for any reason, desires to leave his/her work during working hours must report to his/her direct supervisor that he/she is leaving before leaving the department.** Any employee who, for any reason, is unable to report for work as scheduled, shall notify the Authority prior to the start of the work shift and



state the reason and, if possible, the approximate duration of the absence. Any employee who, for any reason, is unable to report for work as scheduled, shall notify his/her direct supervisor prior to the start of the work shift and identify the type of leave he/she is requesting, and, if possible, the approximate duration of the absence. If an employee fails to call in before the start of his shift reporting his inability to report to work he shall receive no pay for that work shift; he will also be subject to discipline. If an employee fails to call in before the start of his/her shift, absent good reason, reporting his/her inability to report to work he/she shall receive no pay for that work shift and may be subject to discipline.

**11. Article IX, Leave of Absence, Section 2**

- a. Amend Section 2 as follows:

A leave of absence without pay may be granted to any employee who has been employed by the Authority for more than one (1) year. Where such leave of absence is granted, seniority for time worked prior to the leave shall be preserved during the absence. Such leave, if approved, may be extended at the discretion of the Authority provided the employee makes such request prior to the expiration of his/her leave. Failure to report for work as scheduled after the expiration of a leave of absence shall be grounds, without more, for termination of employment “for cause” if the Authority so elects. Denial of a request for a leave of absence shall not be subject to the Grievance and Arbitration Procedure. An employee shall not accrue benefits nor accrue seniority during such leave of absence.

**12. Article X, General Provisions, Section 1, Bereavement**

- a. Amend Section 1 as follows:

In case of death in his immediate family, a regular, full-time employee shall have a reasonable time off from work with pay for the purpose of attending the funeral rites of the deceased relative, four (4) continuous working days being considered a reasonable maximum time. The leave of absence with pay will be granted for the day of the burial and the employee's three (3) regularly scheduled work days immediately preceding or following the burial. For the purpose of this section, it is agreed that a member of the immediate family shall be restricted to the employee's wife, husband, child, mother, father, stepmother, stepfather, brother, sister, stepbrother, stepsister, stepchild, grandfather, grandmother, mother-in-law, father-in-law, or any other individual for whom the employee is a documented legal guardian. A regular, full-time employee shall have one day off from work with pay for the purpose of attending the funeral rites of a brother-in-law or sister-in-law.

**13. Article X, General Provisions, Section 2, Injuries**

- a. Amend Section 2 as follows:

**Employees must immediately report all injuries, whether or not it appears they will be consequently absent from work, to their supervisor and/or Public Safety Manager as soon as practicable after the incident in question.**

An employee who is injured while at work and is unable to continue to work the day on which the injury occurs shall receive a full day's pay provided his/her incapacity to work has been reported to the Authority.

An employee injured at work and, who, after returning to work, requires medical service in connection with said injury, shall be paid for the time necessary to make such reasonable visits to a physician or approved HMO providing that, except in case of emergency, he/she notifies the Authority at least twenty-four (24) hours in advance of the time he/she leaves his department for such purpose.

In the event an employee leaves his employment for such purpose more than twice in connection with the same injury, the Authority shall have the right to require an examination by its doctor. Refusal by an employee to submit to such examination shall result in forfeiture of his rights under this section to be excused from work.

**14. Article X, General Provisions, Section 3, Jury Duty**

- a. Amend Section 3 as follows:

All ~~regular, full-time~~ employees called for jury duty shall, during their service on the jury, be paid their regularly classified rate of pay for any time lost while on jury duty provided they turn in to the Authority the jury service certificate and any compensation received.

**15. Article X, General Provisions, Section 4, Sick Leave**

- a. Amend Section 4, paragraph 1 as follows:

**Employees shall begin accruing Sick Leave on their date of hire.** Sick Leave shall accrue on the basis of ~~one and one-quarter (1 1/4 days)~~ **ten (10) hours** for each month worked and sick leave may be accumulated, but may not be used during the first ~~ninety (90) days~~ **thirty (30) days** of employment. **Sick leave becomes available for use in the first pay period following the first full month of employment.**

- b. Amend Section 4, paragraph 3 as follows:

~~An employee who has accrued forty (40) hours of sick leave in a calendar year shall not accrue sick leave credit for any month in which he/she was on leave without pay or absent without pay more than one (1) day except that an employee who is absent due to a serious illness shall continue to accrue sick leave for up to twelve (12) weeks. An employee who has not yet accrued forty (40) hours of sick leave in the calendar year and who is on leave without pay or who is absent~~

~~without pay during any day in a month shall not accrue sick leave as provided for by this collective bargaining agreement for any month in which the employee was on leave or absent without pay but shall accrue one (1) hour of sick leave for every thirty (30) hours worked during such month when the employee was on leave or absent without pay for any period of time.~~

**An employee who is on leave without pay or who is absent without pay during any day in a month but who is absent due to serious illness in relation to an approved FMLA or PFML leave shall continue to accrue sick leave during such approved leave period, not to exceed the number of weeks allowable under the appropriate medical leave provisions. An employee who is on leave without pay or who is absent without pay for more than one day in a month shall not accrue sick leave as provided for by this collective bargaining agreement for any month in which the employee was on leave or absent without pay but shall accrue one (1) hour of sick leave for every thirty (30) hours worked during such month when the employee was on leave or absent without pay for any period of time.**

**16. Article X, General Provisions, Section 6, Uniforms**

- a. Amend Section 6 as follows:

Uniforms shall be furnished by the Authority. All employees must adhere to the uniform regulations prescribed by the Authority, including the wearing of neat and clean uniforms at all times, or subject themselves to disciplinary action. **The Authority shall provide five (5) shirts and pairs of pants, and two (2) sweatshirts upon hire, and shall provide three (3) sets of uniforms annually, and shall replace as needed. The Authority shall make best efforts to provide uniforms that are union made and manufactured in the United States of America.**

**17. Article X, General Provisions, Section 7, Foul Weather Gear**

- a. Amend Section 7 as follows:

~~The Authority agrees to provide foul weather gear to those employees, who, at the discretion of the Authority, are exposed to the weather. Foul weather gear shall be drawn when required, signed for, and be the responsibility of the employee to return such gear to the designee of the Authority when use thereof is completed. In the event of loss through carelessness of the employee, he shall be responsible for payment to the Authority at the replacement value of said articles.~~

**The Authority agrees to provide foul weather gear once upon hire, and as needed, to those employees who, at the discretion of the Authority, are exposed to the weather or conditions requiring such gear. Such foul weather gear is for business use only.**

**18. Article X, General Provisions, Section 9, Reimbursement for Code Refresher Courses and License Renewals**

- a. Amend Section 9 as follows:

The Authority shall reimburse employees for the cost of code refresher courses and/or license renewal fees for licenses list below ~~up to a maximum of \$500 per employee between July 1, 2019 through June 30, 2022~~ **up to a maximum of \$1,000 per employee between July 1, 2022 through June 30, 2025 or other additional amounts as needed at the sole discretion of the Authority.**

Licenses:      Electricians License  
                    Plumber's License  
                    HVAC/Refrigeration Technician's License  
                    Carpenter/Construction Supervisor License  
                    Hydraulic License  
ANSI Licenses:  
                    License to operate a forklift (ID or higher)  
                    License to operate a skid steer loader (such as  
                    Bobcat) (2C or higher).  
                    NFPA 51B certification  
**All other job related licenses as approved by the Authority.**

~~Such reimbursement is limited to one license per employee used in the performance of the employee's job. Employees shall provide evidence satisfactory to the Authority of fees paid for licenses renewals and/or for code refresher courses completed. To the extent acquisition of a new license/certification is required or preferable to perform the job duties at the MCCA, an employee may request approval from the Human Resources Director for reimbursement for the cost of the new license/certification under this section consistent with the cost limits above.~~ **With prior approval from the Authority, the Authority will grant an employee work time towards the educational requirements to maintain an approved license certification needed for the employee's employment.**

The Authority will reimburse employees for the cost of the DOT required physical to retain the employee's license required for his/her position at the Authority ~~up to a maximum of one hundred dollars (\$100) between October 1, 2019 and June 30, 2022~~ **up to one-hundred fifty dollars (\$150).**

**19. Article XI, Vacation, Section 1**

- a. Strike entire Article and replace with the following:

**Vacation leave shall be determined by an employee's date of hire. Employees shall be credited vacation leave on a monthly basis, on the first (1<sup>st</sup>) pay period of every month. Such accrual shall be credited based upon the schedule below. Employees shall not be entitled to use any accrued leave until they have completed their probationary period. Vacation pay will not be**



given nor accrue to an employee while on an unpaid leave of absence. However, an employee on leave with pay or on industrial accident leave shall accumulate earned vacation. Employees may carry over accrued unused vacation up to a maximum of two (2) times the employee's annual maximum vacation allotment. Any accrued unused vacation time beyond two (2) times the employee's annual maximum allotment will be forfeited effective July 1, if not used on or before June 30.

Vacation pay shall be computed on the basis of an employee's full -time or part-time status. Full-time employees shall be paid vacation on the basis of forty (40) hours. Part -time employees shall be paid vacation on a pro-rated basis. In the event an eligible holiday falls within the vacation of the employee, he/she shall be given one (1) additional vacation day. At the request of an employee, the Authority shall purchase the third, fourth, and/or fifth week of an employee's vacation.

Employees who are discharged for cause and who have earned vacation pay under the terms of this Agreement shall receive vacation pay for any vacation time earned by them at the time of their discharge. Upon separation, employees will only be paid out up to two times their annual maximum vacation allotment. Any unused time beyond that will be forfeited.

The vacation bid period for all employees shall be between March 1 and May 30 of each year. Vacations submitted during this time shall be granted on the basis of seniority. Requests for vacation submitted outside of the bid period shall be granted on a first come first serve basis and must be submitted at least three (3) calendar days prior to the requested start day. Vacation requests encompassing a holiday must be submitted at least four (4) calendar days in advance.

Preference in vacation time shall be in order of seniority. However, the Authority shall have the right to require specific schedules of vacations to be consistent with the needs of the facility as reasonably determined by the Authority.

Employees shall be entitled to paid vacations as follows:

1. For less than one (1) year of employment beginning after July 1 and ending June 30, vacation time of one (1) day shall be granted for each calendar month of employment but in no case may an employee earn more than ten (10) days of paid vacation credit during his first year of employment with the Authority. Vacation leave credit will begin at once for persons starting work on the first working day of a calendar month, otherwise, on the first day of the following calendar month.

2. Employees with one (1) year to five (5) years of service shall be entitled to two (2) weeks of paid vacation leave.
3. Employees with five (5) or more years of service shall be entitled to three (3) weeks of paid vacation leave.
4. Employees with ten (10) or more years of service shall be entitled to four (4) weeks of paid vacation leave.
5. Employees with twenty (20) or more years of service shall be entitled to five (5) weeks of paid vacation leave.

**20. Article XII, Holidays**

- a. Add “Juneteenth” to the recognized holidays
- b. Amend Section (a) as follows:

**(a) Holidays which fall on Saturday, Sunday, or Monday shall be observed as follows, depending on the employee’s weekly schedule:**

	<u>Holiday on Saturday</u>	<u>Holiday on Sunday</u>	<u>Holiday on Monday</u>
	<u>Observed on Friday</u> <u>(holiday premium pay</u> <u>if worked on this day)</u>	<u>Observed on Monday</u> <u>(holiday premium pay</u> <u>if worked on this day)</u>	<u>Observed on Monday</u> <u>(holiday premium pay</u> <u>if worked on this day)</u>
<u>Employee Schedule</u>	<u>Off days as a result of</u> <u>holiday:</u>	<u>Off days as a result of</u> <u>holiday:</u>	<u>Off days as a result of</u> <u>holiday:</u>
<u>Mon-Fri</u>	<u>Off Friday, Saturday</u> <u>Sunday</u>	<u>Off Saturday, Sunday</u> <u>Monday</u>	<u>Off Saturday, Sunday</u> <u>Monday</u>
<u>Tues-Sat</u>	<u>Off Friday, Sunday</u> <u>Monday *</u>	<u>Off Sunday, Monday</u> <u>Tuesday</u>	<u>Off Sunday, Monday</u> <u>Tuesday</u>
<u>Sun-Thurs</u>	<u>Off Friday, Saturday</u> <u>Sunday</u>	<u>Off Friday, Saturday</u> <u>Monday**</u>	<u>Off Friday, Saturday</u> <u>Monday**</u>

**\* off Saturday if work prior Monday subject to approval of Authority; OR off Saturday if work prior Friday subject to approval of Authority, provided that employees working Friday will not receive holiday premium pay.**

**\*\* OR off Sunday instead of Friday if work prior Friday subject to approval of Authority.**

~~Holidays which fall on Sunday shall be celebrated on Monday in such cases the Sunday shall not be considered as a holiday for the purpose of paying holiday premium pay for the hours actually worked. However, employees who work on Christmas Day, December 25, shall be compensated as provided in section (e) and they shall not be entitled to holiday pay should Christmas be celebrated on December 26. **Employees shall only receive holiday premium pay for the "observed holiday."** Regular full-time **and part-time** employees of the Authority, when required to work on the observed holiday, which fall within the employee's scheduled work week, other than Christmas and Thanksgiving, shall be paid an additional time-and-one-half rate of pay for any and all hours worked in addition to their entitled holiday pay which establishes the maximum rate in such instances as two-and-one-half (2 ½) times the straight time wage.~~

c. Amend Section (b) as follows:

(b) Employees who fail to work their scheduled workday before and/or after a holiday shall be disqualified for such holiday payments, except however, when said failure to work as provided above is caused by an approved use of accrued vacation or personal leave reason satisfactory to the Authority. Absence due to illness **associated with an approved FMLA or PFML** on the scheduled work day before and after a holiday shall ~~not~~ constitute a reason satisfactory to the Authority. For the purpose of this Agreement, a holiday is defined as commencing with the shift beginning nearest to 12:01 a.m. of the holiday and ending twenty-four (24) hours thereafter.

d. Amend Section (e) as follows:

~~When an employee works on Thanksgiving Day or Christmas Day (December 25) that employee shall be paid a total of twenty-four (24) hours' pay at straight time for eight (8) hours of work. In any event, no employee who fails to work shall receive these benefits.~~

**(e) Employees who work on Thanksgiving Day or Christmas Day (December 25) will receive eight (8) hours of holiday pay at their applicable regular rate of pay and two times (2.0) their applicable rate of pay for all hours worked.**

## **21. Article XIII, Paid Personal Leave**

a. Strike the current language and replace with:

**On each July 1, regular full-time employees employed as of that date will be credited annually with four (4) paid personal leave days except that employees with less than two (2) years of continuous employment prior to July 1 shall only receive three (3) paid personal leave days which may be taken during the following twelve (12) months at a time or times requested by the employee and approved by the Authority. Full-time employees hired**

or promoted into the bargaining unit after July 1 or each year will be credited with the following formula:

<u>Date of Hire or Promotion Into Unit:</u>	<u>Personal Leave Days Credited</u>
<u>January 1- July 1</u>	<u>0 paid leave days</u>
<u>July 2- September 30</u>	<u>3 paid leave days</u>
<u>October 1- December 31</u>	<u>2 paid leave days</u>

## **22. Article XIV, Discipline**

- a. Amend Article as follows:

~~The Authority shall not discipline any permanent employee without just cause. Without limiting causes for immediate discharge for the following or similar causes, the following are agreed to constitute just cause for discharge: drunkenness, dishonesty, destruction or neglect of Authority property, participation in a work stoppage or slowdown, frequent tardiness in reporting for work, absenteeism, insubordination, possession or use of illegal substances or intoxicants, guns, knives, or other dangerous weapons, or punching the time card of another employee or allowing employee to punch or falsify one's time card or record or otherwise to falsify a time card or any other record.~~

**The Authority shall not discipline any employee without just cause. Employees will only be disciplined in accordance with the following progressive discipline schedule:**

- 1) Verbal Warning**
- 2) Written Warning**
- 3) Suspension**
- 4) Termination**

**Discipline will typically begin with a verbal warning however, the Authority shall have discretion to begin the progression at the point most suitable for the seriousness of the infraction.**

**The following offenses shall be considered cardinal offenses and grounds for immediate termination: malicious destruction of Authority property, participating in a work stoppage or slowdown, engaging in violence while at work, excessive absenteeism, two (2) consecutive no-call no shows (absent cause), possession of guns or other dangerous weapons while at work, under the influence of illegal drugs or alcohol while at work, or falsifying one's own, or another employee's, time record.**



Terminations on the basis of a “cardinal sin” shall still be subject to just cause and the Parties’ grievance and arbitration procedure.

All employees covered by this Agreement shall have the right to request that a union representative be present at any investigatory meeting when the employee reasonably believes that disciplinary action might result from the investigation.

Where the Authority seeks to either suspend or discharge an employee and the Authority, in its discretion, performs an investigation, the employee shall first be placed on paid administrative leave pending the conclusion of the investigation. Any requests for a meeting with the employee shall be held within four (4) business days of the Authority’s request. Should the employee or union request an extension beyond four (4) business days the employee shall be transitioned to unpaid leave status.

**23. Article XVI, Personnel Records**

- a. Insert the following at the end of the Article:

Disciplinary personnel records (limited to verbal and written warnings) shall be invalid after five (5) years from the date of issue for purposes of progressive discipline. The Authority will consider date and staleness of prior discipline in employee records in its determination of issuing new discipline.

**24. Article XVII, Bulletin Boards and Job Postings**

- a. Amend Article as follows:

~~The Authority shall permit the local to post notices of its meetings and other local activities on bulletin boards in the various locations agreed upon between the Authority and the local. Except in emergency situations, the Authority will undertake to post notice of all openings for jobs or promotions at least one (1) week in advance of filling them. It is understood that the purpose of this is to give members of the unit an opportunity to apply for new or different jobs.~~

Section 1. The Authority will allow the Union to maintain its own bulletin boards at acceptable locations agreed upon by the Authority and the Union in the Authority’s facilities. The Authority shall permit the Union to post notices of its meetings and other Union activities on these bulletin boards. These bulletin boards shall be used for Union activity and job postings.

Section 2. The Authority will notify the Union of all job openings within the bargaining unit. The Authority will notify the Union of all job openings and promotions within the bargaining unit, and shall post them internally at all locations, at least one (1) week in advance of posting them publicly. The purpose of this is to give bargaining unit members an opportunity to apply

for new or different jobs and to allow the Union to refer qualified candidates from its labor pool.

Section 3. In the event that a job opportunity is posted, such posting shall set forth the job title, job requirements, shift schedule, and direction instructing interested candidates on how to apply.

**25. Article XVIII, Seniority**

- a. Strike current language and replace with:

The principle of seniority shall be defined as an employee's date of hire and shall determine an employee's length of service with the Authority regardless of job classification. The Employer shall recognize the principles of job classification seniority for purposes of transfers, layoffs, recalls, changing of hours and shifts, vacation selection, temporary filling of vacancies, except for in the case of Working Foreman as specified in Article VI, Supervisory Appointment. Additionally, employees shall begin accruing any and all benefits based on their seniority date.

**26. Article XIX, Severance Pay**

- a. Amend Article as follows:

Any ~~regular, full-time~~ employee who retires or who is permanently separated on an involuntary basis from employment for any reason other than discharge for cause shall be entitled to the following severance pay:

1 Year of Employment	-- None
2 Years of Employment	--One Week
3 Years of Employment	--Four Weeks
10 Years or more of Employment	--Six Weeks

In addition to the above, severance pay shall also include any unused vacation time, and sick leave pay. An employee discharged for cause will receive no severance pay, and shall only be paid any unused vacation time.

**27. Article XXI & XXII, Grievance and Arbitration**

- a. Strike the two Article and replace with the following combined language:

Section 1. A grievance is defined as any complaint or dispute arising out of the interpretation of application of, or violation of, a specific provision of this agreement.

Section 2. Individuals covered by this agreement have a right to representation. If a discussion could in any way lead to the discipline of an individual covered by this agreement, or affect his/her working conditions, a union representative from that individual's respective trade shall be present at the meeting. Absent representation, no individual shall be obliged to answer any questions nor participate in any such meeting.

Section 3. A grievance shall be in writing and may be filed by the Union or the Authority. A grievance from the Union shall indicate that the matter is a grievance by identifying the provision(s) of the Agreement at issue and shall be signed by the affected employee(s), union steward, and/or union representative. A grievance from the Authority shall indicate the matter is a grievance by identifying the provision(s) of the Agreement at issue and shall be signed by the appropriate representative. This provision does not prevent a Union representative or steward from working directly with management to resolve a matter prior to a formal grievance being filed.

Section 4. A grievance shall be processed as follows:

Step One: The grievance shall be presented by the Union or the Authority to the appropriate Authority or Union representative within ten (10) calendar days after the occurrence of the facts or circumstances giving rise to the dispute over which the grievance arose or within ten (10) days after the affected employee, the Union, or the Authority knew or should have known of the occurrence of those facts or circumstances. The appropriate representatives and parties, including a union representative from the affected trade, shall hold a meeting within seven (7) calendar days after the grievance is filed.

Step Two: If the grievance is not resolved at Step One, the grievance may be advanced to Step 2 to the Deputy Director of the Authority or his/her designee within seven (7) days after a written response is received at Step One. The appropriate representatives and parties, including a union representative from the affected trade, shall hold a meeting within seven (7) calendar days after a grievance is advanced to Step 2 and a response shall be given within nine (9) calendar days after the Step 2 grievance is heard.

Step Three: If the grievance is not resolved at Step Two, the Union or Authority may submit a Demand for Arbitration to the American Arbitration Association within fifteen (15) calendar days of receipt of the written response at Step Two. At such point, an arbitrator shall be selected, and the arbitration processed, under the American Arbitration Association's Voluntary Labor Arbitration Rules.

Section 5. The Arbitrator shall have no authority to add to, subtract from, alter, or amend any of the provisions of this Agreement. The decision of the Arbitrator shall be final and binding on the Parties.

The cost of the Arbitration, including the fees and expenses of the Arbitrator, including the cost of the transcript where mutually agreed upon, shall be shared equally by the Parties. The Parties shall be responsible for their own attorney's fees. The arbitrator shall arrive at his decision solely upon the facts, evidence and contentions as presented by the parties during the arbitration proceedings.

Notwithstanding anything to the contrary, no dispute or controversy shall be the subject for arbitration unless such dispute or controversy involves an alleged violation or failure to comply with a specific provision(s) of this Agreement, including any past practices that relate to the interpretation of any language within this Agreement.

Section 6. Grievances filed by the Authority shall be filed with the Business Agent of the Union within the time limits applicable to the Union in the afore- mentioned Step 2 and the process shall proceed to Step 3 if the grievance is not resolved by the Parties at the previous step.

Section 7. Any timelines in this Article may be extended by mutual agreement.

**28. Article XXIII, Differentials**

- a. Amend the Article by increasing the differential as follows:

Section 1. Effective July 1, 2023, employees regularly scheduled to work a second shift shall receive an additional shift premium differential of \$2.25. per hour. Effective July 1, 2023, employees regularly scheduled to work a third shift shall receive an additional shift premium differential of \$2.50 per hour.

Effective July 1, 2024, employees regularly scheduled to work a second shift shall receive an additional shift premium differential of \$2.50. per hour. Effective July 1, 2024, employees regularly scheduled to work a third shift shall receive an additional shift premium differential of \$2.75per hour.

Section 2. Effective July 1, 2023, the weekend differential shall be \$2.25 per hour. Effective July 1, 2024, the weekend differential shall be \$2.50 per hour.

Pyramiding of differentials shall not be allowed. No employee who receives a differential under Section 1 of this Article XXIII, shall be eligible to receive a differential under this Section 2.

**29. New Article, Layoffs and Recalls**

- a. The Parties agree to create a new article titled “Layoffs and Recalls” consisting of the following language:

No employee shall be laid off without first giving the Union and the employee advanced notice. Employees shall be laid off in reverse seniority, beginning with the least senior employee. Employees shall be recalled from layoff by seniority, meaning the most senior laid off employee shall be called back first. Employees shall remain on the recall list for twelve (12) months. The Authority shall notify the employee of the recall by certified mail and email to the employee’s last known mailing address and email address. Upon notice being sent, the Employee shall have twenty-one (21) days to report to duty, after which time he or she shall forfeit the right to return. Employees who are notified shall have seven (7) days to provide the Authority with notice of intent to return and such time shall run concurrent with the above twenty-one (21) days noted above. Employees laid off and/or recalled shall retain their seniority date as defined in Article XVIII, Seniority. Layoffs and recalls shall be done within job classification.

In the case of layoffs only, all working foreman shall be included within their trade for purposes of layoffs. For all other purposes, the working foreman shall be considered by trade as a separate category/classification (i.e. working foreman- electrician; working foreman-plumber; working foreman- HVAC, etc..., are all separate categories/classifications). However, working foreman shall still be eligible for general trade overtime.

**30. New Article, Union Stewards**

- a. The Parties agree to create a new article titled “Union Stewards” consisting of the following language:

The Union shall have the right to appoint individuals as Union Stewards. The Union will designate one individual as Chief Steward. The Chief Steward shall be the primary representative for the purpose of conducting union business and the primary point of contact in the absence of a Local 103 representative. The Union shall notify the Authority, in writing, of the identity of its stewards and any steward changes.

**31. New Article, Shift Bids**

- a. The Parties agree to create a new article titled “Shift Bids” consisting of the following language:

All Shift positions held by individuals performing work under this collective bargaining agreement shall be open for bid on an annual basis or as openings occur. Shift bids shall occur on September 1 of each year and as needed upon satisfactory completion of training of a new hire. Once a shift bid has



**been completed and finalized, the resulting changes shall be implemented within two weeks. The only shifts that shall be subject to bid are those already established provided that nothing shall diminish the Authority's right to amend scheduled work periods that are to be bid where deemed necessary.**

**Shift bids shall be conducted within classification and shall be conducted on the basis of top-down seniority, as defined in Article XVIII, beginning with the most senior employee. Shifts available for bid shall be building specific and shall identify the building where the shift is available. All individuals covered by this agreement shall have the ability to bid onto any shift at any location, provided the individual is qualified for the job.**

**Employees classified as working foreman, and their corresponding shifts, shall not be subject to shift bids.**

**32. New Article, Parking**

- a. The Parties agree to create a new article titled "Parking" consisting of the following language:

**The Authority will provide parking for employees covered by this collective bargaining agreement so long as the Authority has 1.) parking spaces available within the Authority's control and 2.) the ability to do so. Employees shall be responsible for any income taxes liability associated with such provided parking, where applicable.**

**33. New Article, Indemnification**

- a. The Parties agree to create a new article titled "Indemnification" consisting of the following language:

**The Authority will indemnify its employees for actions arising in the course of their employment in accordance with Section 33 of the Authority Enabling Act.**

**34. Wages**

- a. The Parties agreed to the following wage structure as shown on the below grid:

Effective July 1, 2022*:	Hourly Rate for all classifications shall increase as a market adjustment; and apply a 3% wage increase for all classifications.
Effective July 1, 2023:	Hourly Rate for the HVAC Mechanic shall increase as a market adjustment (any HVAC Mechanics hired after ratification of agreement shall require a Refrigeration License, upon hire); and apply a 3% wage increase for all classifications.
Effective July 1, 2024:	Apply a 3% wage increase for all classifications.

*Draft*

These increases shall not apply to any other provisions or aspects in the CBA.

\*Retroactive compensation shall only be provided to current employees as of the time of ratification of this Agreement:

	Current	July 1, 2022	July 1, 2023	July 1, 2024
Electric/Plumb	\$42.72	\$47.13	\$48.55	\$50.00
HVAC	\$40.52	\$44.87	\$47.59	\$49.01
Carp/Mas/Small Moto/ BMS	\$40.52	\$44.87	\$46.21	\$47.60
Sound Techs	\$42.59	\$47.00	\$48.41	\$49.86
Painter/Skilled Maint.	\$38.28	\$42.56	\$43.84	\$45.15
Apprentices	\$31.63	\$35.71	\$36.78	\$37.88

\* All monies owed from July 1, 2022 to the present shall be paid in a retroactive check.

This Agreement is subject to ratification by the Union membership and approval by the Board of Directors for the Massachusetts Convention Center Authority.

Agreed to by the bargaining teams on August 24, 2023

Massachusetts Convention Center Authority

International Brotherhood of Electrical  
Workers, Local Union No. 103

---

---

---

---

*Draft*

**BOARD VOTE: AMENDMENTS TO COLLECTIVE BARGAINING AGREEMENT  
WITH SEIU, LOCAL 32BJ, FY 2022-2025**

A vote to approve the Amendments to the Collective Bargaining Agreement between the Authority and SEIU, Local 32BJ would take the following form:

**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 B and C, and filed with the minutes of this meeting.**

*Draft*

**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 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.)

*Draft*

- 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.



*Draft*

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

---

*Draft*

**EXHIBIT C**

**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

*Draft*

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 <sup>st</sup> . (Employees advance to the Senior Step on July 1 <sup>st</sup> following completion of 5 <sup>th</sup> year as a PSO for the MCCA.)
July 1, 2022		\$18.19	\$18.93	\$19.21
July 1, 2023 <b><u>July 31, 2023</u></b>		<del>\$18.74</del> <b><u>\$19.74</u></b>	<del>\$19.50</del> <b><u>\$20.50</u></b>	<del>\$19.79</del> <b><u>\$20.79</u></b>
July 1, 2024		<del>\$19.30</del> <b><u>\$20.33</u></b>	<del>\$20.08</del> <b><u>\$21.11</u></b>	<del>\$20.38</del> <b><u>\$21.41</u></b>

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 <sup>st</sup> . (Employees advance to the Senior Step on July 1 <sup>st</sup> following completion of 5 <sup>th</sup> year as a CCO for the MCCA.)
July 1, 2022		\$22.71	\$23.29	\$24.00	\$24.42
<del>July 1,</del> <b><u>2023 July 31, 2023</u></b>		<del>\$23.39</del> <b><u>\$24.39</u></b>	<del>\$23.99</del> <b><u>\$24.99</u></b>	<del>\$24.72</del> <b><u>\$25.72</u></b>	<del>\$25.25</del> <b><u>\$26.25</u></b>
July 1, 2024		<del>\$24.09</del> <b><u>\$25.12</u></b>	<del>\$24.71</del> <b><u>\$25.74</u></b>	<del>\$25.46</del> <b><u>\$26.49</u></b>	<del>\$25.91</del> <b><u>\$27.04</u></b>

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.

*Draft*

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

---



**Board Vote: Ratification of Committee Chairs and Committee Members**

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.

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

**Executive Committee: TBD**

**Administration, Finance, and Personnel: TBD**

**Development and Construction: TBD**

**Board Vote: Approval of Corporate Officers**

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

**VOTE:        The Massachusetts Convention Center Authority hereby approves the following Corporate Officers: TBD**