

MEMORANDUM OF AGREEMENT

Between

CITY OF BOSTON

And

BOSTON NEWSPAPER PRINTING PRESSMEN'S UNION NO. 3
COMMERCIAL DIVISION 67
2007-2010 CBA

This Memorandum of Agreement ("Agreement") is made pursuant to Massachusetts General Laws Chapter 150E between the City of Boston ("City") and the Boston Newspaper Printing Pressmen's Union No. 3 Commercial Division 67 ("BNPPU, Division 67").

This Memorandum of Agreement supplements and amends the Collective Bargaining Agreement effective October 1, 2006 through September 30, 2007. Except as otherwise stated herein, these amendments shall be effective as of the execution of the Memorandum of Agreement by the Mayor of Boston and approval by the Boston City Council. Except as expressly provided below, the parties agree that the terms and provisions of their Collective Bargaining Agreement effective October 1, 2006 through September 30, 2007, shall be extended without modification for the period commencing on October 1, 2007 and ending on September 30, 2010.

ARTICLE XV – Sick Leave/ Personal Leave

Section 6A. Sick Leave Redemption at Retirement/Death Effective the first pay period thirty (30) days after approval of this Agreement modify the City's redemption from twenty-five percent (25%) of the total accumulative unused sick leave at the employee's final rate of pay to thirty percent (30%).

ARTICLE XVII—MISCELLANEOUS

Delete Section 7. Residency Requirement and Replace with the Following:

Section 7. Residency Requirement

Effective upon ratification and approvals, members of the bargaining unit must be residents of the City of Boston in accordance with the City of Boston's Residency Ordinance (Ord. 1976, c 9 as amended), except that after ten (10) continuous years of active service from the date of hire, with the City of Boston, bargaining unit members will be exempted from the Residency Ordinance.

Add new Section 14. Life Insurance.

In accordance with Massachusetts General Law, the City provides five thousand dollars (\$5,000) basic life insurance for each employee. The City pays fifty percent (50%) of the premium for this benefit. Effective first pay period January 2008, the City will provide an additional five thousand dollars (\$5,000) of life insurance. The employer will pay fifty percent (50%) of the premium for this additional life insurance. The employee will pay the remainder of the premium. This additional life insurance product shall be discontinued when the enrollee ceases to be a member of the bargaining unit.

Add new Section 15. Health Insurance Opt-Out.

Effective upon ratification and approvals, bargaining unit members declining the City's health insurance benefit shall be eligible for a continuing annual opt-out insurance benefit pursuant to the City's health insurance policy. Those bargaining unit members shall receive fifteen hundred dollars (\$1,500) annually for opting-out of an individual plan or twenty-five hundred dollars (\$2,500) annually for opting-out of a family plan under the above-mentioned policy.

Eligibility

To participate employees must currently be enrolled in, or have been enrolled in, medical coverage through the City of Boston and drop the coverage during the Open Enrollment period for at least one (1) year.

Employees are eligible for the payment if they have coverage under another plan. Other plans include:

- a. Your spouse's/partner's plan (as long as he or she is covered by someone other than the City of Boston, Boston Water and Sewer Commission or the Boston Public Health Commission);
- b. A private plan;
- c. A plan offered through a second employer (if you have another job that provides health care benefits); or
- d. A retiree health plan from an employer other than one of the City of Boston groups.

ARTICLE XIX – Compensation

Amend Article XIX, Section 1 as follows:

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|-----|---|--------------------------------|
| (a) | FY08 Effective first pay period October 2007 | 2.5% base wage increase |
| | FY09 Effective first pay period October 2008 | 3% base wage increase |
| | FY10 Effective first pay period October 2009 | 2.5% base wage increase |

- (b) Upon ratification and approvals, the City agrees to pay a 2% retroactive amount from October 1, 2006 through January 20, 2007.

Delete Section 4 and Replace with the Following:

Section 4. Health Insurance. The City's contribution to all group health insurance premiums shall be as follows:

- A. **Effective First Pay Period January 2008** the City's rate of contribution for all approved and authorized health maintenance organizations shall be 87.5%. The employee's rate of contribution for all approved and authorized health maintenance organizations shall be 12.5%.
- B. **Effective First Pay Period January 2009** the City's rate of contribution for all approved and authorized health maintenance organizations shall be 85%. The employee's rate of contribution for all approved and authorized health maintenance organizations shall be 15%.
- C. **Effective First Pay Period January 2008** the City's rate of contribution for all approved and authorized point of service products shall be 82.5%. The employee's rate of contribution for all approved and authorized point of service products shall be 17.5%.
- D. **Effective First Pay Period January 2009** the City's rate of contribution for all approved and authorized point of service products shall be 80%. The employee's rate of contribution for all approved and authorized point of service products shall be 20%.
- E. **Effective First Pay Period January 2008** the City shall cease to offer Master Medical to bargaining unit members. The City shall offer the indemnity PPO known as Blue Care Elect Preferred, or equivalent coverage. The City's rate of contribution for the indemnity PPO shall be 75%. The employee's rate of contribution shall be 25%.
- F. Adoption of M.G.L. Chapter 32B § 18
 - i. The Union agrees to support legislation that would allow Cities and Towns to adopt Section 18 and have the option of applying the provisions of Section 18 prospectively.
 - ii. In the event the legislature takes no action on the above-mentioned matter by June 30, 2008, the Union will support the adoption of Section 18, in its current form, by the Boston City Council.

- iii. Upon adoption by the Boston City Council, the City will meet with the Union and bargain over the impact that the adoption will have on current members upon their retirement. The Union agrees that it will not require the City to bargain such impacts as part of a subsequent successor bargaining agreement even if the parties are already in negotiations for a successor bargaining agreement.

Delete Section 9. Dental/Vision and Replace with the Following:

Section 9. Dental/Vision.

The City will continue the current dental/optical insurance through the Massachusetts Public Employees Fund available to the members of the bargaining unit, paid in full by the employer. No dispute or claim relative to any and all aspects of the dental/vision plan, including but not necessarily limited to claims related to the Fund's administration of such plan, the level of benefits provided by such plan, and/or any modification(s) to such plan, is subject to Article 7 (Grievance Procedure) of the collective bargaining agreement.

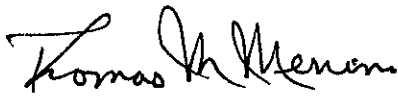
ARTICLE XX – DURATION OF AGREEMENT

Modify dates to reflect a duration of October 1, 2007 – September 30, 2010.

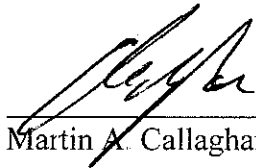
In witness whereof, the City of Boston and the Boston Newspaper Printing Pressmen's Union No. 3 Commercial Division 67 have caused the Agreement to be signed, executed and delivered on the 22nd day of October 2007

For City of Boston:

For Boston Newspaper Printing Pressmen:



Thomas M. Menino, Mayor




Martin A. Callaghan, President

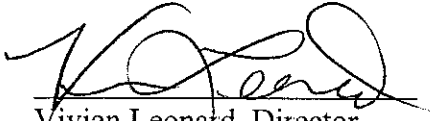


Lisa C. Signori,
Chief of Administration & Finance




Thomas Browne, Shop Steward


John Dunlap, Director
Office of Labor Relations


Vivian Leonard, Director
Human Resources

Approved as to form:


William Sinnott,
Corporation Counsel

TMR