

MEMORANDUM OF AGREEMENT

CITY OF BOSTON  
AND  
BOSTON POLICE PATROLMEN'S ASSOCIATION  
2007-2010

This Memorandum of Agreement ("Agreement") is made pursuant to Massachusetts General Laws Chapter 150E between the City of Boston ("City") and the Boston Police Patrolmen's Association ("Union").

This Memorandum of Agreement supplements and amends the Collective Bargaining Agreement effective July 1, 2006 through June 30, 2007. Except as expressly provided below, the parties agree that the terms and provisions of their Collective Bargaining Agreement effective July 1, 2006 through June 30, 2007, shall be extended without modification for the period commencing on July 1, 2007 and ending on June 30, 2010.

**ARTICLE IX – HOURS OF WORK AND OVERTIME**

**Section 3(E) – Remove “(1) attends a training program or similar seminar or conference.” Renumber (2) and (3) to (1) and (2) respectively.**

**Add New Section 3(F)**

**F. Replace with paragraph 12, in its entirety, of page three (3) of the Boston Police Department and Boston Police Superior Officers Federation Detail Prioritization Settlement Agreement, dated April 18, 2006.**

**ARTICLE XVI – Miscellaneous**

**Section 7. Health Insurance**

*Delete all and replace with:*

The City's contribution to all group hospitalization premiums shall be as follows:

- A. **Effective January 1, 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 January 1, 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 January 1, 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 January 1, 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 July 1, 2007** the City shall cease to offer Master Medical to bargaining unit members. On July 1, 2007 the City shall offer the indemnity PPO known as Blue Care Elect Preferred. 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.

**G. Health Insurance Opt-Out.**

Effective July 1, 2007, bargaining unit members declining the City's health insurance benefit shall be eligible for the City's 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 year;

Employees are not eligible for the payment unless 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.

**Section 16 Binding Interest Arbitration: delete**

**Amend Section 23 and Rule 111, where applicable, to reflect the following changes:**

**G. Annual Drug Testing**

**Hair Testing procedure to be modified to reflect:**

- A. Three hair samples will be collected at the time of testing.
  - 1. Two samples will be sent under applicable chain of custody standards to testing lab (Psychemedics);
  - 2. The third sample will be maintained under secure storage conditions by BPD.
- B. To be identified as positive for cocaine, the initial test must have:
  - 1. Minimum of 5ng/10mg of cocaine; and
  - 2. Contain norcocaine (1ng); or
  - 3. Contain Benzyleconine at a ratio of 5% or greater.
- C. If the initial test is positive, the lab will perform a second test on the second hair sample. If the result of that test is within 30% of the result of the first test, the result of the first test will be deemed confirmed, provided that the result meets the minimum standard set forth in Section B. Otherwise the test will be deemed negative.
- D. A bargaining unit member whose two test results are positive may, at the officer's expense, have the third hair sample tested at an independent laboratory, Quest Laboratories, at that laboratory's limit of detection<sup>1</sup> for the substance(s) in question. If the test result does not meet that laboratory's limit of detection for the substance(s) in question, the test shall be deemed negative.

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<sup>1</sup> 50 pg/mg for all drugs except carboxy THC (marijuana) which is 0.05 pg/mg

- E. Officers who receive a verified positive test result for illicit drugs and who enter into the Rehabilitation Agreement will be subject to random urine testing for the remainder of his/her career.
- F. If the overall result is negative all remaining samples will be destroyed.
- G. The Union agrees to withdraw case number 16-1592 (safety net case) with prejudice but without precedent.

#### **Section 24 RESIDENCY**

All 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). All bargaining unit members who are on the Department payroll July 1, 1994 shall be exempt for their tenure with the Boston Police Department. After ten (10) years of consecutive full-time service (or, in the case of bargaining unit members who have had a break in service due to a work-related disability, ten (10) years of full-time service in total) from date of appointment to the bargaining unit, bargaining unit members will be exempted from the Residency Ordinance.

#### **ADD NEW SECTION 25. Officers Performing Certain Administrative Functions**

The parties agree that two (2) police officers shall be assigned to perform administrative and/or clerical duties during the day shift in each of the District Stations, and an additional two (2) police officers shall be assigned to perform administrative and/or clerical duties in one administrative unit which includes the Youth Violence Task Force, the Bicycle Unit and the Bomb Squad ('the other administrative unit'). The administrative and/or clerical duties to be performed by such officers may include, but shall not be limited to, serving as clerk to the Captain, and performing time and attendance functions. When such officers are on vacation, but not on their regular days off, sick days or personal days, they shall be replaced by another officer. Subject to the foregoing, the Department may assign any or all of the aforementioned administrative and/or clerical duties in the District Stations and the other administrative unit to members of the bargaining unit or to others, at the Commissioner's sole discretion. In addition, administrative and/or clerical functions in Ballistics; ISG; Central Supply; and service as Detectives Clerks may be assigned to members of the bargaining unit or to others, at the Commissioner's sole discretion. The parties reserve their respective rights with regard to other assignments.

The union hereby withdraws, with prejudice, the following matters now pending: grievance # 16-1557, MUP 06-4632, and MUP 05-4370.

### **ARTICLE XVII – COMPENSATION**

**Section 1.** Base wage increase as follows:



Effective first pay period July 2007, patrol officers that are both on the Department payroll and who have twenty (20) years of service, from date of hire with the Department, shall receive four thousand (\$4000) annually, where such officers are otherwise not eligible for Quinn Bill benefits. Payments under this longevity program shall be made weekly and shall be included in base pay for the purpose of computing overtime, court time, sick pay, injured pay, holiday pay, vacation pay, lunch pay and shall be considered regular compensation for pension/retirement purposes to the extent permitted by law

**ARTICLE XVIII – DURATION OF AGREEMENT**

**Section 1**

Except as otherwise provided herein, the Agreement shall take effect as of the date of execution and shall continue in full force and effect until superseded by a new Collective Bargaining Agreement.

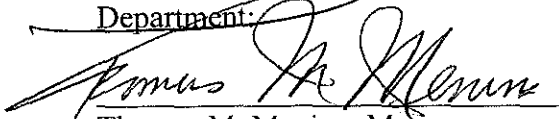
**Section 2**


**Modify the first sentence to read as follows:**

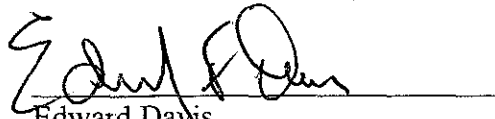
Either party may notify the other of its proposals for a new Agreement any time after nine (9) months prior to the expiration date of this Agreement, and the parties shall proceed forthwith to negotiate with respect thereto.

In witness whereof, the parties hereto have caused their names to be subscribed as the duly authorized officers and representatives on this 9<sup>th</sup> day of July 2007.

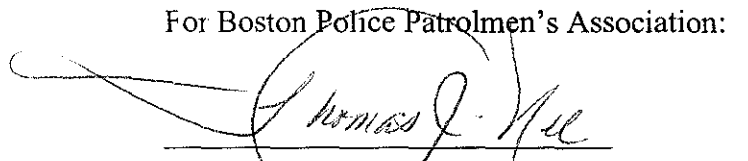

For the City of Boston/Boston Police Department:

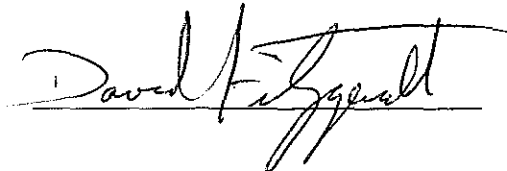
  
Thomas M. Menino, Mayor

  
Lisa C. Signori,  
Chief Financial Officer

  
Edward Davis,  
Boston Police Commissioner

For Boston Police Patrolmen's Association:



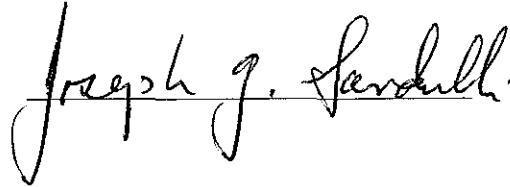
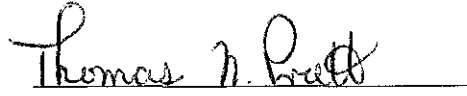




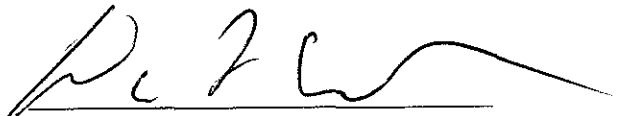
John Dunlap, Director  
Office of Labor Relations



Vivian Leonard, Director  
Office of Human Resources



Approved as to form:



William Sinnott,  
Corporation Counsel

AGG