

A G R E E M E N T

between

CITY OF BOSTON

and

OFFICE and PROFESSIONAL EMPLOYEES INTERNATIONAL UNION

LOCAL 6, AFL-CIO

Effective: July 1, 2007

Expiring: June 30, 2010

Inspectional Services Department

(Housing Inspectors)

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AGREEMENT

THIS AGREEMENT made under Chapter 150E of the General Laws by and between the City of Boston, hereinafter called "the City", acting by and through its Mayor or its Office of Labor Relations, and the Office and Professional Employees International Union, Local 6, AFL-CIO, hereinafter called "the Union".

WITNESSETH:

ARTICLE I.

PERSONS COVERED BY THIS AGREEMENT

The City recognizes the Union as the exclusive collective bargaining representative for all employees in the service of the City in the Housing Inspection Division in the following classifications:

Housing Inspector  
Environmental Sanitation Inspector  
Senior Housing Inspector  
Senior Environmental Sanitation Inspector  
Housing Inspector Hearings Officer  
Principal Housing Inspector  
Principal Environmental Sanitation Inspector

and excluding all other employees.

## ARTICLE II

### NONDISCRIMINATION

The Municipal Employer and the Union agree not to discriminate in any way against employees covered by this Agreement on account of membership or non-membership in the Union, or on account of race, religion, creed, color, national origin, sex, age, or physical handicap.

## ARTICLE III

### PAYROLL DEDUCTION OF ASSOCIATION DUES

In accordance with the provisions of Section 17A, Chapter 180, of the General Laws (Chapter 740 of the Acts of 1950), accepted by the City Council of the City of Boston on January 15, 1951, and approved by its Mayor on January 17, 1951, union dues shall be deducted weekly from the salary of each employee who executes and remits to the Municipal Employer a form of authorization for payroll deduction of union dues. Remittance of the aggregate amount of dues deducted shall be made to the Union treasurer within twenty-five (25) working days after the month in which dues are deducted.

## ARTICLE IV

### PAYROLL DEDUCTION OF AGENCY SERVICE FEE

Section 1. Pursuant to Chapter 335 of the Acts of 1969, to assure that employees covered by this Agreement shall be adequately represented by the Union in bargaining collectively on questions of wages, hours and other condition of employment, the Collector-Treasurer of the City shall deduct from each payment of salary made to each such employee during

the life of this Collective Bargaining Agreement and pay over to the Union, the exclusive bargaining agent of such employee, as and agency service fee, which amount is proportionately commensurate with the cost of collective bargaining and contract administration. The Union certifies that this Collective Bargaining Agreement is formally executed pursuant to a vote of all employees in the bargaining unit.

Section 2. The Union agrees to indemnify the City for damages or other financial loss which the City may be required to pay or suffer by an administrative agency or court of competent jurisdiction as a result of the City's compliance with Section 1 of this Article.

## ARTICLE V

### MANAGEMENT RIGHTS

Section 1. The Municipal Employer shall not be deemed to be limited in any way by this Agreement in the performance of the regular and customary functions of municipal management, and reserves and retains all powers, authority and prerogatives including, without limitation, the exclusive right of the appointing authority to issue reasonable rules and regulations governing the conduct of his/her Department, provided that such rules and regulations are not inconsistent with the express provisions of this Agreement.

Section 2. Subcontract Clause. The City reserves and retains the right to contract out or subcontract out work. As such, the City shall not be deemed limited in any way in the exercise of its right to discontinue

operation in whole or in part, or to discontinue the performance of the operations in whole or in part by employees of the City, to eliminate all or some jobs within existing job classifications, or to layoff personnel. Pursuant to the exercise of this right, the City agrees to notify the Union and discuss the impacts of its decision at least twenty (20) days prior to the implementation of such contracting or subcontracting out.

## ARTICLE VI

### DISCIPLINE AND DISCHARGE

Section 1. No Employee who has completed one hundred and twenty (120) days (or 840 hours) of actual work shall be disciplined, suspended, demoted, or discharged except for just cause. Any period or periods during the first completed one hundred and twenty (120) days (or 840 hours) of service for which an employee is not paid (including as little as one (1) day) shall extend the probationary period by that amount of time. For the purpose of employees working on a less than full-time schedule, the probationary period will be considered complete after the employee has actually worked eight hundred and forty (840) hours (seven hours per day for one hundred and twenty days). Any employee's probationary period may be extended at the discretion of the City up to a maximum of sixty (60) calendar days. The employee and the Union will be notified in writing of the length and reason for the extension. An employee who separates from service and is subsequently re-employed by the City of Boston shall serve a new one hundred and twenty (120)-day probationary period, except in cases of recall or reinstatement.

An employee who appeals his suspension or discharge under Civil Service Law, retirement law, or any other statutory appeal procedure such as the Massachusetts Commission Against Discrimination ("MCAD") shall not have access for such grievance under the contract grievance and arbitration procedure. When an employee who is eligible to appeal his grievance under Civil Service Law or otherwise under the preceding sentence elects to proceed under the grievance and arbitration procedure with the Union's approval, such dispute may be processed under the contract grievance and arbitration procedure shall be the exclusive procedure for resolving such grievance in accordance with M.G.L. c.150E, §8.

In the event of group discipline arising out of the same incident, the dispute shall not be processed under the contract grievance and arbitration procedure unless all the employees subject to the group discipline so elect to proceed thereunder.

Section 2. It is understood and agreed that the City's failure or refusal to request authorization from Civil Service to extend a provisional appointment beyond its original term or beyond any previously authorized extension thereof, shall not constitute discharge or other discipline hereunder and shall not be a subject of grievance or arbitration.

Section 3. An employee whose office or position is neither classified nor deemed to be classified under Civil Service Law and rules and who has completed his six-month probationary period, shall not be discharged except for just cause.

## ARTICLE VII

## GRIEVANCE PROCEDURE

Section 1. Only matters involving the question whether the Municipal employer is complying with the specific and express provisions of this Agreement shall constitute grievances under this Article.

Section 2. Grievances shall be processed as follows:

Step # 1. The Union representative, with or without the aggrieved employee, shall present the grievance orally to the employee's immediate supervisor outside of the bargaining unit, who shall attempt to adjust the grievance informally.

Step # 2. If the grievance is not settled at Step #1, it shall be presented in writing to the appointing authority or his delegate in the department in which the aggrieved employee serves. Said presentation in writing must be made within fourteen (14) calendar days of the occurrence or failure of occurrence, whichever may be the case, of the incident upon which the grievance is based, or else the grievance is waived. The appointing authority or his delegate shall schedule a hearing on the grievance, and issue a written answer thereto, within ten (10) calendar days after said presentation in writing.

Step # 3. If the grievance is not resolved at Step #2, it may be presented in writing to the City's Office of Labor Relations. Said presentation in writing must be made within ten (10) calendar days after issuance of the appointing authority's Step #2 written answer, or within twenty-one (21)

calendar days after the grievance is presented in writing at Step #2 if no written answer is timely issued, or else the grievance is waived. The City's Office of Labor Relations shall schedule a hearing to be held within twenty (20) calendar days after the grievance is presented in writing to it; one or more of the staff of said Office shall conduct the hearing, and issue a written answer thereto within ten (10) calendar days after the hearing; in addition, the City's committee to hear grievances may include such other persons said Office may from time to time designate.

Step # 4. If the grievance is not resolved at Step #3 the Union, and not any individual employee, may submit the grievance to arbitration. Said submission to arbitration must be made within twenty-one (21) calendar days after issuance of the Step #3 written answer, or within fifty-one (51) calendar days after the grievance is presented in writing at Step #3 if no written answer is timely issued, or else the grievance is waived.

"Submission to arbitration" means a letter to the American Arbitration Association, postage prepaid, postmarked within the above time limits, with a copy to the Office of Labor Relations.

The arbitrator shall be selected by the mutual agreement of the parties (the Union and the Office of Labor Relations). If the parties fail to agree on a selection in the first instance, the American Arbitration Association shall be requested to provide a panel of arbitrators from which a selection shall be made. Expenses for the arbitrator's services shall be shared equally by the parties.

The time limits at any step of the grievance procedure shall be waived by mutual consent, provided the agreed-upon form is signed by both parties.

Section 3. Written submissions of grievances at Step #2 shall be in triplicate, on forms to be agreed upon jointly, and shall be signed by the representative of the Union filing the grievances. If a grievance is adjusted at any step of the grievance procedure, the adjustment shall be noted on the grievance form and shall be signed by the Municipal Employer' representative and the Union representative reaching the adjustment. At any step of the grievance procedure where no adjustment is reached, the grievance form shall bear a notation that the grievance is unsettled, shall be signed by the Municipal Employer's representative and the Union representative then handling the grievance, and shall be referred to the next step in the grievance procedure as provided herein.

Section 4. A written list of Union stewards and other representatives in each department shall be furnished to the appointing authority immediately after their designation, and the Union shall notify the appointing authority of any changes.

Section 5. Any incident which occurred or failed to occur prior to the effective date of this Agreement shall not be the subject of any grievance hereunder.

Section 6. The arbitrator hereunder shall be without power to alter, amend, add to, or detract from the language of this Agreement. The

decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall submit in writing his decision within thirty (30) days after the conclusion of testimony and argument, or as soon thereafter as practicable, unless extended by mutual consent. The arbitrator shall have no power to recommend any right or relief for any period of time prior to the effective date of this Agreement.

Section 7. Any matter filed with the MCAD, EEOC, Civil Service Commission or Retirement Board shall not be the subject of a grievance or arbitration hereunder. Complaints by Civil Service employees that they are being required by the appointing authority to perform work outside their job description shall be referred to the Supervisor of Personnel prior to making complaint to the Director of Civil Service.

## ARTICLE VIII

### NO-STRIKE CLAUSE

Section 1. No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, or withholding of services. The Union agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown, or withholding of services.

Section 2. Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, or withholding of services, the Union shall forthwith disavow any strike, work stoppage, slowdown, or withholding of services and shall refuse to

recognize any picket line established in connection therewith.

Furthermore, at the request of the Municipal Employer, the Union shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown, or withholding of services and to return to work forthwith.

Section 3. In consideration of the performance by the Union of its obligations under Section 1 and Section 2 of this Article, there shall be no liability on the part of the Union nor of its officers or agents for any damages resulting from the unauthorized breach of the agreements contained in the Article by individual members of the Union.

## ARTICLE IX

### STABILITY OF AGREEMENT

Section 1. No agreement, understanding, alteration or variation of the agreements, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the City of Boston's Office of Labor Relations and the Union.

Section 2. The failure of the Municipal Employer or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Municipal Employer or of the Union to future performance of any such term or condition, and the obligation of the Union and the Municipal Employer to such future performance shall continue in full force and effect.

ARTICLE X.

HOURS OF WORK AND OVERTIME

Section 1. The regular workweek shall consists of five (5) days from Wednesday through the following Tuesday and/or of four (4) days from Wednesday through the following Tuesday. The regular workweek for employees assigned to the five (5) day week shall be thirty-five (35) hours and the regular work day shall be seven (7) hours. The regular workweek for employees assigned to the four (4) day workweek shall be thirty-five (35) hours and the regular work day shall be eight (8) hours and forty-five (45) minutes.

Section 2. All authorized overtime service in excess of the regular workday or the regular workweek shall be compensated on a time-and-one half basis.

Section 3. In the event that an employee is required by the City to perform six (6) or seven (7) consecutive days of actual service, service on the sixth (6th) or seventh (7th) consecutive day shall be deemed overtime service within the meaning of Section 2 of this Article.

Section 4. An employee shall not be denied overtime compensation for authorized overtime service, as specified in Section 2 of this Article, by reason of authorized absence during the week in which such overtime service is performed. However, in the event of unauthorized absence in the week in which overtime service is performed, or in the event of

absence without pay by reason of disciplinary action, such employee shall be compensated for such overtime service on a straight-time basis only.

Section 5. The City may offer and the employee may accept paid compensatory time off in lieu of monetary compensation for hours actual worked in excess of the regular workweek(s) as defined in Section 1 above. The rate of such compensatory time earned shall be one and one-half (1½) hours of compensatory time for each excess hour worked. The employee may chose whether to receive payment in compensatory time or in monetary compensation subject to the City's determination of its operating needs.

Section 6. Overtime work shall be distributed as equitably as possible. A list of all eligible employees shall be posted in a conspicuous place, and kept up-to-date, by the City. For the purpose of a regular rotation of overtime opportunities, but for such purpose only, overtime work refused shall be considered as overtime actually worked.

Where the City agrees that a valid complaint of a violation in the distribution of overtime exists, the City shall offer the next available overtime opportunity within thirty (30) days of the complaint, or the eligible individual shall be granted a cash payment equal to the amount of money he/she would have earned if not improperly bypassed for overtime.

Section 7. In the event and employee reports to his regular place of work at this regularly scheduled time and is sent home for lack of work, he shall be entitled to a day's pay.

Section 8. All employees' work schedules shall provide for a 15-minute rest period during each one-half ( $\frac{1}{2}$ ) shift. The rest period shall be scheduled at the middle of each one-half ( $\frac{1}{2}$ ) shift whenever this is feasible. The present practice with respect to wash-up time shall continue in force for the duration of this Agreement.

Section 9. (a) If an employee who has left his place of employment after having completed work on his regular shift is called back to work, he shall be paid for each hour worked on a time-and-one half ( $\frac{1}{2}$ ) basis, and in no event shall he receive less than four (4) hours' pay on a straight-time basis.

(b) If an employee is called into work on a holiday, he shall receive, in addition to his regular weekly compensation, time-and-one-half for each hour worked on such holiday, and in no event shall he receive less than four (4) hours' pay on a straight-time basis.

(c) If an employee is called into work on a Sunday, he shall receive, in addition to his regular weekly compensation, double time for each hour worked on such Sunday, and in no event shall he receive less than four (4) hours' pay on a straight-time basis.

(d) It is understood that the provisions of this Section are subject to the limitations contained in Section 2 of this Article.

Section 10. All employees shall be scheduled to work on regular work shifts, and each work shift shall have a regular starting time and quitting time. Schedules of work days and workweeks shall be posted on all department bulletin boards at all times. Employees shall be given reasonable notice of any change in these work schedules.

Section 11. The City agrees to give the Union reasonable notice of any proposed change in scheduled work shift and an opportunity to discuss the proposed change. In the event of failure to agree on this proposed change, the City shall have the right to institute the change and the Union shall have the right to take the matter up as a grievance under the grievance procedure

Section 12. Work schedules shall include the workday, workweek and ward assignment. Said schedules shall be bid once per year. Bids shall be processed and implemented by October 1 of each year. Work schedules as defined herein shall be bid by seniority. Seniority for the purposes of these bids shall be defined as length of service in the bargaining unit. Employees may bid the same ward for up to four (4) years. After four (4) years an employee may not bid on that ward for at least one (1) year.

Section 13. All employees in the bargaining unit shall sign-in at the beginning of his/her scheduled workshift and sign-out at the end of his/her scheduled workshift. Failure to comply shall subject and

employee to progressive discipline. Willful misrepresentation on time sheets is an offense punishable by dismissal.

## ARTICLE XI.

### TEMPORARY SERVICE IN A LOWER OR HIGHER POSITION

Section 1. While an employee is performing, pursuant to assignment, the duties of a position classified in a grade lower than the grade of the position in which he performs regular service, he shall be compensated at the rate of pay for the grade of the position in which he performs regular service.

Section 2. Compensation for work in a Higher Classification.

An employee who is performing, pursuant to assignment, temporary service in a position classified in a grade higher than the grade of the position in which he performs regular service, other than for the purpose of filling in for an employee on vacation, shall commencing with the sixth (6th) consecutive day of actual service be compensated at the rate to which he would have been entitled had he been promoted to such position.

Any remedy based on a grievance filed under this Section shall be limited in effect to a period not to exceed five (5) days prior to the date of the filing of the grievance in writing.

Section 3. When there is an existing Civil Service list for a higher position to be filled on a temporary basis, the selection of an employee to perform

temporary service in such higher position shall be made in accordance with Civil Service rules.

Section 4. When there is no existing Civil Service list for the position to be filled temporarily, the selection of an employee to perform temporary service in a higher position shall be made on the basis of qualifications and ability; and where qualifications and abilities are substantially equal, seniority shall be the determining factor. In the event that the senior applicant for the position is not selected, the appointing authority shall, upon request by the Union, submit reasons in writing why said senior employee was not selected to fill the position. The appointing authority shall be the sole judge of qualifications and ability, provided that such judgment shall not be exercised arbitrarily, capriciously, or unreasonably. Any dispute hereunder shall be subject to the grievance and arbitration procedure.

Section 5. Provisional Promotion. In the event the appointing authority seeks to fill a permanent vacancy with a provisional promotion in a position covered by this Agreement at its effective date, the following procedure shall apply:

- (a) The vacancy shall be posted for five (5) consecutive working days in the department, division or employing unit in which the vacancy exists.
- (b) On the poster the appointing authority shall specify the job classifications eligible to fill the position. (His or her decision to as the eligible classifications of employees shall be subject to Civil

Service Law and rules and shall not be a subject of grievance or arbitration.) The poster shall also specify the duties of the position and the location of the position.

- (c) The selection of an employee for provisional promotion shall be made from among the eligible bidders in the manner specified in Section 4 of this Article. Notice of selection shall be posted on the original poster at the time the selection is made.

Section 6. A complaint by an employee who is junior to the employee selected under Section 4 or Section 5 of this Article shall not be a subject of grievance or arbitration.

Section 7. Seniority, as used in Section 4 of this Article when there is no existing Civil Service eligible list for the position to be filled, shall be based upon the date on which an employee was first certified by Civil Service as a permanent appointment within the Housing Inspection Division.

Section 8. Any employee provisionally promoted, provisionally appointed, transferred and/or placed in a new position in the bargaining unit, shall serve a separate twelve (12) month evaluation period during which time the Appointing Authority, at his discretion, may return the employee to his/her former position.

## ARTICLE XII.

### HOLIDAYS

Section 1. The following days shall be considered holidays for the purposes enumerated below:

New Year's Day	Bunker Hill Day
Martin Luther King, Jr. Day	Independence Day
Washington's Birthday	Labor Day
Evacuation Day	Columbus Day
Patriots' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Christmas Day	

or the following Monday if any day aforesaid falls on Sunday.

Section 2. If an employee is not required to work on any of the holidays listed in Section 1 of this Article which falls on his regular workday, he shall nevertheless be paid his regular weekly compensation for the workweek in which the holiday falls. If in the course of his regular service an employee is required to work on any of the holidays listed in Section 1 of this Article, or if the holiday falls during an employee's vacation or on his regular day off (such as Saturday), he shall receive, in addition to his regular compensation, either an additional day off or an additional day's pay on a straight-time basis.

Section 3. Notwithstanding any provision of this Agreement to the contrary, the City reserves and retains the right to determine whether and employee who works on a holiday shall receive additional time off or additional pay.

ARTICLE XIII.

VACATION LEAVE

Section 1. The "vacation eligibility year" shall be the twelve (12) months preceding January 1.

Section 2. Vacation leave shall be calculated as follows:

- (a) An employee who starts work before July 1 shall receive one week vacation during his/her first calendar year of employment. Upon completion of six months of service and continuing thereafter, vacation shall be calculated pursuant to the schedule in Section 2(c) below.
- (b) An employee who starts work after July 1, shall not receive any vacation during his/her first calendar year of employment. Thereafter and upon completion of six months service, vacation leave shall be calculated pursuant to the schedule in Section 2(c) below.
- (c) For all employees not in their first calendar year of employment, vacation leave shall be calculated pursuant to the following schedule:

Effective January 1, 1986

<u>Length of service as of January 1</u>	<u>Vacation Entitlement</u> <u>In Calendar Year</u>
Less than six (6) months.....	one (1) week
More than six (6) months	

but less than four (4) years.....two (2) weeks

More than four (4) years,

but less than nine (9) years.....three (3) weeks

More than nine (9) years,

but less than fourteen (14) years.....four (4) weeks

More than fourteen (14) years.....five (5) weeks

Section 3. For the purpose of determining vacation leave under Section 2(c) of this Article, service with the Commonwealth of Massachusetts or the County of Suffolk shall be included in computing length of service. However, the number of years computed and credited shall be capped at twelve (12) years. All members of the bargaining unit as of the effective date of this Agreement, which shall be complete upon execution by the Mayor, shall be exempt from the terms of this provision.<sup>1</sup>

Section 4. An employee may secure the benefits of Sections 2, 3, and 6 of this Article only during active service; and no rights under said sections shall accrue to an employee in the event of the termination of his employment before the vacation leave therein authorized has been actually taken, except as specifically provided in Section 8 of this Article.

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<sup>1</sup> The effective date is July 1, 2003. See Memorandum of Agreement dated July 1, 2003 through June 30, 2006, at 1-2.

For the purpose of computing “actual work” under Section 2 of this Article, any employee who has been absent with or without authorization for a total of more than sixty (60) days excluding authorized vacation leave in any one calendar year must complete six (6) months of active service to be vacation eligible as outlined in Section 2 of this Article. Any period or periods during this six (6) months of service in which the employee is absent with or without authorization (including as little as one (1) day) shall extend the effective date of vacation eligibility. The six (6) month period shall begin to run on the day the employee returns from the last period of absence in the calendar year in which the employee has exceeded the sixty (60)-day limit.

In addition to the above, up to one (1) year of disability leave (Workers’ Compensation) may be counted as “actual work”.

Section 5. If during the vacation eligibility year prior to January 1, the employment of an employee who has actually worked for the Municipal Employer for six (6) months in the aggregate since January 1, of the preceding year and who is entitled to vacation leave under Section 2, Section 3, or Section 4 of this Article, is terminated for a reason other than death, retirement, or discharge for cause, such employee shall be paid an amount in lieu of vacation leave prorated in the proportion that the number of months of service since January 1 of the preceding year (including the month in which employment is terminated) bears to twelve (12).

Section 6. If the employment of any employee entitled to vacation leave under Section 2, Section 3 of Section 4 of this Article is terminated by death or retirement without the employee having been granted such vacation, such employee, or in the case of death, the employee's estate, or as provided in Section II of M.G.L. c. 41, the employee's surviving spouse or next to kin, shall be paid an amount in lieu of such vacation, provided, that no monetary or other allowance has already been therefore, and provided, further, if the employment is terminated by death or retirement before January 1, that the employee has actually worked for the Municipal Employer for six (6) months in the aggregate since December 31 of the preceding year.

Section 7. Immediately prior to departure on vacation leave, an employee will be permitted to be advanced vacation pay allowance up to his/her maximum vacation leave entitlement under this Article, provided that when the employee is departing on a vacation leave period which is less than his full vacation leave entitlement, the advancement shall not exceed the vacation pay allowance for such vacation leave period.

Section 8. Vacation leave shall be taken at such time as, in the opinion of the Appointing Authority, will cause the least interference with the regular work of his Department. Subject to the preceding sentence, vacation leave selection shall be determined by seniority. Vacation leave may not be carried over from one calendar year to another without the express written authorization of the Employer.

#### ARTICLE XIV.

## SICK LEAVE

Section 1. Every employee covered by this Agreement who has completed six (6) months of continuous service for the Municipal Employer shall, subject to Section 2 of this Article, be granted sick leave, without loss of pay, for absence caused by illness (which term, as here used, shall not be deemed to include pregnancy) or by injury or exposure to contagious disease or by the serious illness or death of a member of the employee's immediate family.

Sick leave shall accrue at the rate of 1¼ days for each month of actual service, not to exceed fifteen (15) working days in any calendar year. Employees shall not be credited with fifteen (15) days' sick leave as of January 1 of any year, in advance of such year having been worked. Sick leave not used in the year in which it accrues, together with any accumulated sick leave standing to the employee's credit on the effective date of this Agreement and not used in the current year, may be accumulated for use in a subsequent year. Sick leave not used prior to the termination of an employee's service shall lapse, and the employee shall not be entitled to any compensation in lieu thereof.

Section 2. No employee shall be entitled to sick leave without loss of pay as provided in Section 1 of the Article unless (a) the employee has notified his immediate superior of his absence and the cause thereof before the expiration of the first hour of absence or as soon thereafter as practicable; (b) on, or within four (4) weeks after the last day of each payroll week in which any such period of absence occurs, the employee or, in case of his

incapacity evidenced by a physician's certificate attached, or in the case of his death, a person acting in his behalf, has in writing, on a form furnished by the Supervisor of Personnel, requested leave without loss of pay for such period of absence; and (c) the appointing authority has approved such request. For periods of absence of five (5) consecutive working days or more, the appointing authority may require as a condition precedent to his approval of such request, evidence in the form of a physician's certificate for the necessity of such absence, or, if the cause of the absence is such as not to require the services of a physician, a written statement signed by the employee, setting forth the reason for the absence.

Section 3. An employee on leave because of an occupational disability may take such of the sick leave allowance to which he is entitled under this Article as, when added to the amount of any disability (Worker's) compensation, will result in the payment to him of his full salary for any particular workweek.

The City agrees to support legislation authorizing it to pay such amount of compensation as, when added to the amount of any disability (Worker's) compensation, will result in payment of a full week's salary to an employee who is on leave because he was injured in the line of duty as the result of violence by a patient or person in lawful custody.

Section 4. Up to five (5) days' sick leave credit will be restored to an employee's accumulated sick leave when such employee has used sick leave allowance between the date of injury on the job and date disability (Worker's) compensation is awarded, except that such sick leave shall be

offset proportionately by a disability benefit that is awarded retroactively to date disability was incurred.

Section 5. An annual report of sick leave shall be made available upon request.

Section 6. Annual Redemption of Sick Leave. An employee who has used fewer than five (5) sick days in the twelve-month period ending December 31 of any year in which this Agreement is in effect may elect to redeem sick days in a lump-sum cash payment in accordance with the following schedule:

<u>Sick Day Used</u>	<u>Cash Redemption</u>
0	5 days' pay
1	4 days' pay
2	3 days' pay
3	2 days' pay
4	1 days' pay
5	0 day's pay

The per diem rate will be the employee's rate on December 31 as specified in the Pay Schedule for compensation grades R-1 to R-22, inclusive, in force on December 31.

During January the City will notify each qualifying employee of his redemption options. An employee may elect to redeem all or part of his

entitlement in full days. Unredeemed sick leave days will be accumulated in the normal manner. Sick leave buyback shall be paid by March 31.

Section 7. Sick Leave Abuse. It is agreed that employees who abuse the sick leave provisions of this Agreement shall not be entitled to paid sick leave and shall be subject to disciplinary action in accordance with the provisions of Article VI. The Union agrees to cooperate with the City in dealing with problems related to sick leave abuse.

Section 8. As of the effective date of the retirement of any employee for City service, the City shall redeem a percentage of the employee's accrued but unused sick leave.

The City shall redeem no more than thirty percent (30%) of the total accumulative sick leave at a rate of pay which is the average of the employee's rate of pay for the last three (3) years of service.

Section 9. Personal Leave. At the option of the employee, any employee who has completed six (6) months of actual work as of January 1, shall be eligible for four (4) paid personal leave days which may be taken by the employee during the following twelve (12) months. These personal days shall be deducted from accumulated sick leave but shall not be considered sick leave for purposes of monitoring sick leave usage or annual redemption of sick leave.

Personal leave days may be used to conduct personal business that could not be done outside of working hours. Such leave shall be taken in hour-long units of not less than one (1) hour and not more than seven (7) hours in duration. (Fraction of hours shall be deemed whole hours.) No employee shall use personal leave on the day before or after vacation leave.

The employee shall endeavor to provide reasonable prior notice to the Appointing Authority as to the timing of personal leave. Approval for the use of personal leave shall be subject to the operating needs of the Department, and shall not be arbitrarily, capriciously or unreasonable withheld.

Section 10. An employee in his/her probationary period who experiences a medical emergency in his/her immediate household relating to him/herself, spouse or child, may request in writing a sick leave advance to the Commissioner of his/her designee, and shall include medical documentation as requested by the Commissioner. The Commissioner may, at his/her discretion, authorize an advance of paid sick time accrued on a pro-rata basis be authorized.

Any advance of paid sick leave pursuant to this section shall be deducted from the employee's accrued balance. The decision of the Commissioner relative to a request shall not be the subject to the grievance or arbitration, or to challenge in any judicial or administrative forum.

ARTICLE XV.

OTHER LEAVES OF ABSENCE

Section 1. Subject the operating needs of the Department, determined by the appointing authority, leave of absence without loss pay will be permitted for the following reasons:

- (a) Attendance by an employee who is a veteran as defined in Section 21, Chapter 31, of the General Laws as a pallbearer, escort, bugler, or member of a firing squad or color detail, at the funeral or memorial services of a veteran, as so defined, or of any person who dies under other than dishonorable circumstances while serving in the armed services of the United States in time of war or insurrection;
- (b) Attendance by an employee who is a veteran as defined in Section 21, Chapter 31, of the General Laws as a delegate or alternate to state or national conventions of certain veterans' organizations as designated from time to time, during the life of this Agreement, by the Mayor;
- (c) Attendance by employees, who are delegates or alternates, at the annual convention of the Massachusetts State Labor Council;
- (d) Prophylactic inoculation required by the Municipal Employer;
- (e) Red Cross blood donations, if made on the premises of the department in which an employee requesting such leave serves;

- (f) Promotional examinations conducted under Civil Service Law and rules for promotion to any position in the service of the City;
- (g) Medical examinations for retirement purposes;
- (h) Attendance at hearings in Workmen's Compensation cases as the injured person or as a witness. Any witness fees received by such injured person or witness shall be remitted to the Municipal Employer;
- (i) Voting time up to a maximum of two (2) hours for voting in a state, municipal, or other election, provided that the hour of opening and closing the polls in the city or town in which an employee is registered to vote could preclude him from voting outside regular working hours, taking into consideration travel time from the polls to his regular place of employment, or vice versa;
- (j) Reasonable time for the processing of grievances by one employees' representative on each shift. The Union shall provide and keep updated a list of such representatives;
- (k) Attendance at educational programs required or authorized by the City; and

- (1) Emergency medical treatment for employees injured during performance of assigned work. Employees who have returned to regular duty or to light duty after having been injured during performance of assigned work will be permitted reasonable time off without loss of pay for the purpose of attending follow-up physician's appointments which cannot be scheduled during off-duty hours.

Section 2. Military Leave. Every employee covered by this Agreement who is a member of a reserve component of the armed forces of the United States shall be granted, in accordance with Section 59 of Chapter 33 of the General Laws, leave of absence with pay during the time of his annual tour of duty as a member of such reserve component; provided, however, that such leave shall not exceed seventeen (17) days.

Section 3. Jury Duty. Every employee covered by this Agreement who is required to serve on a jury shall be granted leave of absence, without loss of pay. Upon presentation of satisfactory evidence relating to jury service and payment therefor, the City will pay such employee such sum of money as, when added to the amount received by such employee as compensation for jury service, will result in the payment to him of his full salary for any particular workweek.

Section 4. Bereavement Leave. In the event of the death of a spouse, father, father-in-law, mother, mother-in-law, brother, sister, child, brother-in-law, sister-in-law or member of the employee's immediate household

(for a period of six (6) months or more) an employee with six (6) months or more of continuous active service and who is in active service at the time of such death, shall be entitled to receive five (5) working days' leave without loss of pay for the purpose of bereavement.

In the event of the death of a grandparent or grandchild, an employee with six (6) or more months of continuous active service and who is in active service at the time of such death, shall be entitled to receive up to three (3) days' leave without loss of pay for the purpose of bereavement.

In the event of the death of a niece, nephew, aunt or uncle, an employee with six (6) or more months of continuous active service and who is in active service at the time of such death, shall be entitled to receive up to one (1) days' leave without loss of pay for the purpose of bereavement.

It is understood that these days must be days upon which the employee is regularly scheduled to work. Leave without loss of pay under this paragraph shall not be deducted from sick leave or vacation leave.

If an employee entitled to leave without loss of pay under this Section requires additional leave for such purposes, or in the event of a death in the immediate family of an employee not entitled to leave without loss of pay under this Section, leave for such purposes shall be deducted from sick leave allowance, if any.

Section 5 Pregnancy-Maternity Leave. Whenever a female employee shall become pregnant, she shall furnish the appointing authority with a certificate from her physician stating the expected date of her delivery. She may continue to work so long as her physician certifies that she is able to do so. Maternity leave without pay shall be granted, commencing with cessation of actual work under the preceding sentence, for a period not to exceed one (1) year after date of delivery.

Section 6. Notification Requirements for Employees Receiving Workers' Compensation Benefits.

Any employee injured at work must immediately, or as soon as physically capable, notify in writing on City-approved forms both the workers' compensation service and his/her department head of the date, time, location and nature of the injury. A Department's personnel officer or designee shall endeavor to contact the employee at his or her last known address (using the letter attached as Appendix I) upon receipt of notice from the City's Workers' Compensation Division that the employee's benefits have been terminated. However, the employee shall bear the responsibility for notifying both the workers' compensation service and the employee's department head of all developments in the employee's workers' compensation case. In particular, the employee must notify the department head when the employee appeals any rulings of the City's Workers' Compensation Division or of the Commonwealth of Massachusetts Division of Industrial Accidents, or related entities.

Also, the employee must immediately notify his/her department head in writing when he/she has been cleared for return to work regarding his/her intent to return to work or request applicable leave. Any employee who fails to notify his/her department head of his/her ability to return to work after being medically clear to do so through the Workers' Compensation process shall be subject to discipline or discharge. Any employee who fails to notify his/her department head accordingly and within fourteen days of receiving medical clearance to return to work may be considered to have voluntarily separated from service. Such separation shall only be a subject of the grievance and arbitration article hereunder through Step 3 and shall not be subject to arbitration.

All employees returning to work after a serious illness or injury, and when the Appointing Authority requests said employee to submit to a City medical examination, the employee will not be refused permission to return to work, if he/she is certified able to work at his/her position by his/her physician. The employee will then undergo City medical examination when such an examination is scheduled, and the results of that examination shall control, provided that the Union may grieve said results.

## ARTICLE XVI.

### SAFETY AND HEALTH

Both parties to this Agreement shall co-operate in the enforcement of safety rules and regulations. Complaints with respect to unsafe or unhealthy working conditions shall be brought immediately to the

attention of the employee's superior and shall be a subject of grievance hereunder.

The Municipal Employer and the Union shall establish a joint safety committee consisting of representatives of each party in each department for the purpose of promoting sound safety practices and rules.

## ARTICLE XVII.

### MISCELLANEOUS

Section 1. Bulletin board space will be provided for Union announcements. Such announcements shall not contain anything political, denunciatory, or inflammatory; nor anything derogatory of the Municipal Employer or any of its officers or employees. Any Union-authorized violations of this Section shall entitle the Municipal Employer to disregard its obligations under this Section.

Section 2. Representatives of the Union shall be permitted to enter the premises of the Department at any reasonable time for the purpose of discussing or processing grievances, provided that they do not interfere with the performance of duties and provided they give notice of their presence immediately upon arrival to the person in charge.

Section 3. Should any provision of this Agreement be held unlawful by a court or administrative agency of competent jurisdiction, all other provisions of this Agreement shall remain in force for the duration of the Agreement.

Section 4. Employees Files.

- (a) No material originating from the City derogatory to an employee's conduct, service, character or personality shall be placed in the personnel files unless the employee has had an opportunity to read the material. The employee shall acknowledge that he has read such material by affixing his signature on the actual copy to be filed. Such signature does not necessarily that the employee has read the material to be filed.
- (b) The employee shall have the right to answer any material filed and his answer shall be attached to the file copy.
- (c) The employee shall have the right, on request at reasonable times, to examine all material in his personnel file which is neither confidential nor privileged under law, in the presence of an officer in the Personnel Office. A copy of any such material shall be furnished the employee at his request.

Section 5. Labor-Management Committee. As soon as possible after the execution of this Agreement, there shall be formed a productivity committee composed of an equal number of representatives from the management of the Department and the Union. The respective committees shall work together in an effort to improve the delivery of City services. The formation of these committees in no way limits the right of either the Union or the City as stated in this contract or under applicable law.

Section 6. Residency. 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) years of consecutive full-time service with the City of Boston, bargaining unit members will be exempted from the Residency Ordinance.

Section 7. The provisions of St. 1982, c. 190, §18, are specifically incorporated into this agreement.

Section 8. Conflict of Interest and Outside Employment.

(a) It is the policy of the Department of Inspectional Services to require that all employees of the Division of Housing Inspections provide annually to the Commissioner an updated list of their outside employment.

(b) Effective July 2, 1986, and every July 2nd thereafter, employees of the Division of Housing Inspections shall submit a disclosure statement on conflict of interest together with a list of outside employment in accordance with the form attached hereto.

(c) The list shall be provided directly to the Commissioner of Inspectional Services and shall be submitted within ten (10) days of the effective date indicated in Subsection (b) above. Such information shall be confidential in nature and shall not be discoverable by any other party.

(d) Any employee of the Division of Housing Inspections who fails to file the disclosure form by the due date shall be subject to disciplinary action up to and including discharge.

(e) Should a potential conflict appear apparent in the submission or shall present a potential conflict, the employee shall be notified. The Commissioner, or his designee, shall meet with the employee to resolve the potential conflict of interest informally. No contact will be made with any outside employer until such meeting is completed.

(f) Should such efforts fail, the Commissioner, or his designee, shall seek and advisory opinion from the Corporation Counsel. Such opinion shall be forwarded to the State Ethics Commission.

(g) Should the Ethics Commission determine that a conflict of interest does exist, the employee shall be notified immediately and shall have 30 days to sever such outside employment.

(h) Any employee who fails to sever such outside employment after 30 days shall be subject to disciplinary action up to and including discharge.

(i) Such information is provided for the good of the Department and shall not be used arbitrarily or capriciously.

Section 9. Personnel Evaluations for Division of Housing Inspections.

(a) It is the policy of the Department of Inspectional Services to require that all employees of the Division of Housing Inspections be evaluated for job performance.

(b) Such evaluation shall be done at least once a year and shall include all employees within the Division of Housing Inspections. The evaluations shall be undertaken by the Director of Housing Inspections and or his designated management staff and shall be approved by the Commissioner.

(c) The evaluation shall be done on forms developed by the Department. All forms distributed shall include (1) the name of the employee to be evaluated; (2) his/her length of service; (3) the period of evaluation.

(d) Whenever such evaluation is completed, such employee shall be promptly notified and given a copy of such material. Any employee may file a written statement setting forth his opinion as to the accuracy or propriety of such personnel evaluation, such statement along with the evaluation shall be placed in his/her personnel file. Such personnel evaluations shall not be a subject of grievance or arbitration.

Section 10. Training, Professional Certification and Career Ladder Committee. The employer and the Union recognize the importance of training programs, professional certification, and the development of

career ladders, and seek here to establish a mechanism for generating such program recommendations and their implementation.

Section 11. Weekly On-Call Pay. An on-call list shall be established on a voluntary basis. The on-call list shall be regularly rotated.

When an off duty employee is called out to work outside of his regular hours he shall receive:

- (a) On call pay at time and one-half for the hours actually worked on the call out;
- (b) (b) An on-call allowance of one hundred and fifty dollars (\$150.00) for each week he or she is on-call. To be eligible for the on-call allowance an employee must be available to work at all times during his scheduled on-call week.
- (c) Employees shall be entitled to travel time for one half (1/2) hour to and from any call out at a straight time rate.
- (d) The Department shall attempt to contact the employee at home. If unsuccessful, the Department will contact the employee by beeper and/or Nextel Communicator. The employee will be required to keep his/her beeper and Nextel Communicator on while he/she is on-call. The employee will be required to call back the Department within fifteen (15) minutes of contact. Employees will further be required to remain in a location that ensures that he/she can respond a timely fashion when he/she is called.
- (e) Failure to respond to a call or to comply with the terms herein will result in forfeiture of the entire on-call allowance and progressive discipline.

- (f) Any employee who is on-call shall be responsible for ensuring that his/her beeper is in working order at all times (see subsection (E)).
- (g) If an employee who is on-call is unable to respond due to an emergency, the employee shall be responsible for getting a backup employee to respond.

Section 13. Alcohol and Drugs. As a condition of employment no alcohol or illegal drugs shall be used or possessed by an employee during the workshift of an employee including, all workbreaks. Failure to comply with this Section shall subject and employee to progressive discipline. For the purposes of this Section, "possession" shall mean possession on City property or City Equipment.

Section 14. Certification.

- (1) All members of the bargaining unit shall within (1) year of appointment take an objective departmental test based on their specialty.
- (2) Prior to the test, the Department will provide and appropriate training program related to the above test. The test shall be pass/fail.
- (3) All existing employees shall take the same above test. Should an employee fail, he/she shall be granted training prior to a retest.
- (4) Renewal shall occur every (2) years.

Section 15. The Union agrees that the Principal Inspector title shall be removed from the bargaining unit when current incumbents vacate the position.

Section 16. The parties agree to form a productivity incentive committee. The purpose of the committee will be to explore and formulate a productivity incentive program for bargaining unit members which will be aimed at setting specific unit and individual goals. The Committee shall be comprised of two (2) representatives of management and two (2) members of the bargaining unit. The Committee shall meet as determined by the Appointing Authority and shall negotiate towards developing an incentive program. Upon final completion and approval by the Appointing Authority, the City shall implement the productivity incentive program.

Section 17. Identification Cards.

Members of the bargaining unit shall be required to wear identification cards at all times during work hours. Identification cards shall be supplied at the City's expense.

Section 18. 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 January 1, 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.

Section 19. Health Insurance Opt-Out.

Effective July 1, 2007, 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 have been enrolled or be currently enrolled in medical coverage through the City of Boston for a year and have dropped the coverage during the Open Enrollment period. For employees who have previously dropped a City of Boston health plan, they must have been enrolled in a City of Boston health plan for at least one year at some point during their employment and provide updated proof of other coverage during the open enrollment period as prescribed below.

Employees are eligible for the payment if they have coverage under another plan. Employees must show proof of coverage annually. 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 20. GPS Technology

To improve deployment and supervision of personnel, to decrease incident/service response times, to protect its property and increase employee safety, the City intends to install GPS or other similar technology on its equipment and vehicles. The City offers to bargain about the impacts, if any, resulting from its decision to implement such technology. The City shall also provide the Union with written notice thirty (30) calendar days prior to such installation. In its written notice to the Union, the City shall identify the types of equipment and types of vehicles within which it intends to install GPS technology.

It is understood that disciplinary actions against or excessive monitoring of City employees is neither the primary purpose, nor an intended result of the implementation of GPS or other similar technology. To that end, any disciplinary action which is based in any part upon a GPS finding or report must also be based on independent facts and justification which comport with the "just cause" standard in ARTICLE VI, Section 1 of the collective bargaining agreement.

### Section 21. Post-Accident Drug and Alcohol Testing

Effective July 1, 2007, the parties agree to incorporate the post-accident drug and alcohol testing provision of the City's Drug Testing Policy for members of the bargaining unit who operate a City vehicle as follows:

Employees who are involved in an accident, while operating a City owned vehicle, shall be subject to an alcohol and drug test following the accident whenever:

1. the accident involved a fatality; or
2. an individual suffered a bodily injury that required immediate medical treatment away from the scene of the accident and the employee received a citation for a moving traffic violation arising from the accident; or
3. one of the vehicles involved in the accident was towed away from the scene and the employee received a citation for a moving traffic violation arising from the accident.

A reportable accident does not include:

- a. an occurrence involving only boarding and alighting from a stationary motor vehicle; or
- b. an occurrence involving the loading or unloading of cargo.

Although testing will never delay necessary and immediate medical treatment, testing should be performed as soon as possible following the accident.

City's Responsibility: The City shall provide employees with necessary post-accident information, procedures and instructions before the employee operates a City vehicle to enable employees to comply with the post-accident testing requirements. The City is responsible for adhering to the following timeline.

<u>Time Lapsed</u>	<u>Action Required</u>
2 hours	ALCOHOL- If the employee has not submitted to an alcohol test at this time, the City of Boston shall prepare and maintain on file a record stating the reason a test was not promptly administered.
8 hours	ALCOHOL- Cease attempts to administer alcohol test and prepare and maintain record described above.
32 hours	DRUGS- If the employee has not submitted to a drug test at this time, the City of Boston shall cease attempts to administer the test and prepare and maintain on file a record stating the reason a test was not promptly administered.

Employee's Responsibility: An employee is obligated to follow the post-accident instructions supplied by the City and to see that the alcohol and/or drug tests are conducted.

- An employee who is subject to a post-accident test must remain available for testing. An employee who leaves the scene before the test is administered or who does not make himself/herself readily available may be deemed to have refused to be tested and such a refusal shall be treated as a positive test.
- Further, the employee must submit to an alcohol test within eight (8) hours following the accident. During the eight (8) hour period following the accident, the employee must refrain from consuming alcohol for eight (8) hours or until the employee submits to an alcohol test, whichever comes first.
- Likewise, the employee must submit to a drug test within thirty-two (32) hours following the accident.

Under the Influence of Alcohol or Drugs shall be defined as the presence of a measurable amount which is .04% or higher of alcohol in the blood, or a verified positive drug test result, at levels specified by the Substance Abuse and Mental Health Services Administration.

Controlled Substance is any drug included in Schedules I through V, as defined by Section 802(6) of Title 21 of the United States Codes [21 USC 802(6)], the possession of which is unlawful under Chapter 13 of that title. The term does not include the use of prescribed drugs which have been

legally obtained and are being used for the purpose for which they were prescribed.

ARTICLE XVIII.  
COMPENSATION

Section 1.

- (a) Effective October 1, 2006 All Employees will receive a 2 percent pay increase.

Effective July 1, 2007 All Employees will receive a 2.5 percent pay increase.

Effective July 1, 2008 All Employees will receive a 3 percent pay increase.

Effective July 1, 2009 All Employees will receive a 2.5 percent pay increase.

- (b) Provide each member of the bargaining unit with a one-time, lump sum payment of \$250 to be paid by December 31, 2006. Upon ratification, the City agrees to pay a 2% retroactive amount from July 1, 2006 through October 21, 2006.

WAGE SCALE (WEEKLY)

Section 2. The parties agree that all bargaining unit members must be certified as a constable as part of their regular duties and responsibilities. The assignment of constabulary duties shall remain at the discretion of

management. The parties recognize that this obligation arose through bargaining and that the differential that existed as of July 1, 1997 was rolled into the base wages.

Section 3. Effective July 1, 2007, Travel allowance for employees on those days on which they are required by the Department to use their own automobiles shall be increased from eleven dollars and fifty cents (\$11.50) per day to thirteen dollars and fifty cents (\$13.50) per day.

Section 4. An employee covered by this Agreement who furnishes satisfactory evidence of designation as a registered sanitarian shall receive, in addition to his regular weekly compensation, additional compensation in the amount of five (5) dollars per week.

Section 5. No employee shall lose pay upon promotion (e.g. when promoted from a position to which he had been provisionally promoted).

Section 6.

- 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.

Section 7. Tuition Reimbursement. (a) The commissioner agrees to request in next year's Department budget an amount for tuition reimbursement to permanent employees taking courses in preparation for the Commonwealth of Massachusetts Registered Sanitarian Examination. The distribution of the tuition reimbursement fund will follow the procedures in the Memorandum of Agreement signed February 28, 2007, attached to the end of this agreement.

(b) Upon submission of evidence satisfactory to the Commissioner of successful completion by a permanent employee of a course which the State recognizes as a prerequisite for taking the Registered Sanitation Examination, the Department shall reimburse the cost of tuition up to \$150

in a calendar year, provided such employee agrees to work for the Department for not less than one year after such reimbursement. An employee whose tuition is reimbursed under this paragraph and who resigns without having worked for one year after such reimbursement shall repay the City the amount of tuition cost paid by the City.

Section 8. The City and the Union shall create a joint Compensation Grade Appeal Committee (Committee) comprised of up to two (2) individuals designated by the Union and up to two (2) individuals designated by the City. The Committee shall meet periodically in order to review a claim by the Union that certain position(s) should receive a compensation upgrade. The Committee may ensure that a job audit is completed as part of its review.

The Union agrees that any position for which an appeal is made was properly graded on the effective date of this Agreement. In considering an appeal, the Committee shall not examine changes in job content in the position for which the appeal is claimed that occurred prior to the effective date of this Agreement. Rather, the review shall be restricted to a review on the issue of whether, after the effective date of this Agreement, there was a fundamental and substantial change in the job content of such position that could have the effect of changing its compensation grade. Further, the review shall not consider perceived changes in job duties related to new technology, state or federal mandates, and/or increases in the volume of work or duties.

At the completion of its review, the Committee shall issue a non-binding recommendation to the City relative to the claim. The Union has the right to file and advance a grievance filed over the outcome of such recommendation under and in conformance with Article VII of this Agreement except that in no event shall such grievance be subject to arbitration without the written agreement of the City of Boston's Office of Labor Relations.

In the event that the Committee unanimously recommends an upgrade, written agreement from the Office of Labor Relations shall not be withheld. Such arbitration shall be a de novo proceeding based on the standards set forth in paragraph two (2) of this section. In such arbitration, the Committee's recommendation and deliberations are not admissible. Furthermore, the arbitrator shall draw no inferences or base any findings on the fact that the dispute is before him/her.

Section 9. No moneys shall be spent under this Agreement unless and until the funds necessary to implement the Agreement have been appropriated.

Section 10. Longevity Program

"Employees with ten (10) years of service but less than fifteen (15) years \$200.00."

"Employees with fifteen (15) years of service but less than twenty (20) years - \$250.00."

“Employees with twenty (20) years of service but less than twenty-five (25) years - \$300.00.”

“Employees with twenty-five (25) or more years of service - \$350.00.”

“Such payment shall be made to the employees on the anniversary date of their employment with the City.”

Section 11. The City shall allocate four thousand eight hundred dollars (\$4,800.00) to fund job related training and education as authorized and approved by the Appointing Authority.

Section 12. Direct Deposit. Effective the first pay period of calendar year 2008, all members of the bargaining unit shall be required to receive his or her compensation via direct deposit, if such arrangement has not already been made by the employee prior to that date.

#### ARTICLE XVIII.

#### DENTAL/VISION

The City agrees to seek to join the Massachusetts Public Employees Fund in order to effectuate a dental/ vision plan for its employees subject to the following terms:

- (a) Effective January 1, 2001, the City shall commence contributions, not to exceed ten dollars and forty-four cents (\$10.44) per week per employee, to the Fund.

- (b) Effective July 1, 2001, the dental/vision plan shall be available to all employees.
- (c) 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 VII (Grievance Procedure) of the collective bargaining agreement.

ARTICLE XIX.

DURATION OF AGREEMENT

Except as otherwise provided herein, this Agreement shall take effect as of the date of execution<sup>2</sup> and shall continue in full force and effect until superseded by a new collective bargaining agreement. After March 15, 2010 the Union or the City may notify the other of the terms and provisions it desires in a successor agreement. Notification under this Section shall be accomplished by the Union delivering a copy of its proposals to the Office of Labor Relations, or vice versa.

In witness whereof, the parties hereto have caused their names to be subscribed as the duly authorized officers and representatives on

CITY OF BOSTON:

OFFICE OF PROFESSIONAL  
EMPLOYEES INTERNATIONAL  
UNION, LOCAL 6, AFL-CIO:

By: \_\_\_\_\_  
Thomas M. Menino, Mayor

By: \_\_\_\_\_  
Tracy L. Monahan,  
Senior Business Agent

\_\_\_\_\_

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Lisa C. Signori  
Director, Administration & Finance

---

Evangeline B. Maxwell  
Chief Steward

---

John Dunlap  
Director, Office of Labor Relations

---

Sheila Cavalieri  
Bargaining Committee

---

Vivian Leonard, Director  
Office of Human Resources

Lesley Christos  
Bargaining Committee

---

William Good, Commissioner  
Inspectional Services Department

APPROVED AS TO FORM:

---

William Sinnott,  
Corporation Counsel

DATED: \_\_\_\_\_

