

# **Agreement**

between

City of Boston

and



**Clerks & Techs**

***Side-by-Side Edition***

October 1, 2006-September 30, 2007  
October 1, 2007-September 30, 2010

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AGREEMENT

This Agreement, entered into by and between the City of Boston, hereinafter the "City" or the "Municipal Employer", and the Service Employees International Union, Local 888, hereinafter the Union, is the product of collective bargaining conducted pursuant to Chapter 150E of the Massachusetts General Laws for the purpose of reaching a successor collective bargaining agreement. The provisions of this Agreement are effective by the Mayor of the City of Boston, unless specifically stated otherwise.

WITNESSETH

WHEREAS the above cited statutory provisions grant to employees of political subdivisions of the Commonwealth the right to bargain collectively with their Municipal Employer; and

WHEREAS the parties to this Agreement desire to establish a state of amicable understanding, cooperation and harmony; and

WHEREAS the parties to this Agreement consider themselves mutually responsible to improve the public service through the creation of increased morale and efficiency;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties mutually agree as follows:

PREAMBLE

The collective bargaining Agreement by the Employer and the Union has as its purpose the promotion of harmonious relations between the Union and the Employer to the end that a stable, constructive and workable labor relationship be established and maintained throughout the life of this contract.

The parties agree to act at all times in such a manner as to assure proper dignity and respect for all City employees and for the people they serve.

ARTICLE 1 - PERSONS COVERED BY THIS AGREEMENT

Section 1 The City recognizes the Union as the exclusive representative for the purpose of collective bargaining relative to wages, hours and other conditions of employment, of the following employees:

- (a) All employees in the service of the City covered by the Recognition Agreement dated March 20, 1967, between the City and the Union
- (b) All employees in the service of the Property Management Department, Municipal Police Division in clerical/technical titles including the titles of Operations Manager, Data Specialist, Auto Maintenance Mechanic, Computer Operator, Senior Computer Operator, Shift Supervisor, Senior Shift Supervisor, Communication Specialist, Alarm Specialist, Alarm Technician, Manager of Security Systems, Research Clerk and Executive

	<p>Secretary, but not to include managerial or confidential employees</p> <p>(c) All persons employed in the Boston Rent Control Administration except:</p> <ul style="list-style-type: none"> <li>Administrator</li> <li>Deputy Administrator</li> <li>Assistant Deputy Administrators (2)</li> <li>Legal Counsel (and Assistant)</li> <li>Executive Secretary</li> <li>Office Manager</li> <li>Administrative Assistant for R C A. and Management</li> <li>Administrative Assistant, Client Services (unless and until another position is created to head the Client Services Section)</li> </ul> <p>(d) Any new employee in a job title or position covered by Sections 1 and 2 of this Article who is employed under the auspices of CETA, or any successor statute, shall be covered by all terms and conditions of this Agreement. Terminations effected pursuant to the CETA Act or rules and regulations there under shall not constitute discipline, discharge, or demotions as used in this Agreement unless such City action is in violation of Article 2 of this Agreement which may be grieved and arbitrated as provided in Article 7.</p> <p>(e) Any hires or transfers of CETA or like Act funded employees to regular City positions or vacancies shall be on the basis of the following criteria:</p> <ul style="list-style-type: none"> <li>(1) experience</li> <li>(2) attendance</li> <li>(3) minimum qualifications and ability to do work of the position</li> </ul> <p>Disputes as to the application of these standards may be grieved pursuant to Article 7, Steps #1, #2, and #3, excluding Step #4. The City shall post available regular City positions and vacancies for which CETA employees are eligible for hire or transfer in places accessible to CETA employees for at least five (5) working days prior to any hires or transfers and shall in good faith review all applications responding to the posting.</p> <p><u>Section 2</u> Employees shall be excluded from the coverage of this Agreement because of CONFLICT OF INTEREST if the duties and responsibilities of their position require them to:</p> <ul style="list-style-type: none"> <li>(a) assist and act in a confidential capacity to persons who formulate, determine and effectuate management policies in the field of labor relations, or</li> <li>(b) be responsible on behalf of the City or a recognized subdivision thereof for the investigation, processing or resolution of grievances under a collective bargaining agreement, or</li> <li>(c) regularly engage in municipal personnel work in other than a purely clerical capacity.</li> <li>(d) this Agreement shall conform in all respects with the provisions of General Laws, Chapter 150E, Section 3</li> </ul>
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The City and the Union further agree that the question of standards for determining whether any present or any future position should be deemed a managerial exclusion shall be a matter for continued negotiations after the effective date of this Agreement and, if the parties are unable to agree within ninety (90) days, may be subject to the normal statutory impasse resolution procedures at the request of either party. During the pendency of any such dispute, no person covered by this Agreement on its effective date shall be excluded from such coverage except by mutual agreement.

Section 3 The City and the Union agree that employees in the service of the City's Public Facilities Department covered by Certification No. MCR-4148 and Senior Budget Analyst and Senior Enterprise Manager are governed by the terms and conditions contained in a separate and distinct memorandum of agreement attached hereto as Appendix A.

#### ARTICLE 1A – RESIDENCY

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 date of hire with the City of Boston, bargaining unit members will be exempted from the Residency Ordinance.

#### ARTICLE 2 - NON-DISCRIMINATION

Section 1 The City and the Union agree not to discriminate against any employee because of race, color, religion, creed, ancestry, national origin, military status, sex, sexual orientation, age, physical or mental disability, parental status, marital status, union activity, and membership or non-membership in the Union.

Section 2 The parties agree that the Municipal Employer will not discriminate in any way against employees on account of political activity or lack thereof. The parties further agree that grievances filed pursuant to this section will be arbitrable notwithstanding the provisions of Article 6, Section 2.

Section 3 The Union and the City agree that a policy of non-discrimination by itself may not result in the achievement of equitable representation of minorities, women, or disabled persons. Therefore, the parties acknowledge that there may be a need for the aggressive recruitment and promotion of minorities, women and disabled persons.

A committee of three Union and three Management representatives shall meet upon the request of either party, to propose and consider appropriate affirmative action measures. If either party proposes an agenda at least one week prior to the first of the month, the Committee will meet in that month. No more than two (2) hours of release time shall be granted for each member of this committee per month.

#### ARTICLE 3 - PAYROLL DEDUCTION OF UNION 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 the 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's Treasurer within twenty-five (25) working days after

the month in which dues are deducted

#### ARTICLE 3A -- COPE DEDUCTIONS

Section 1 An employee may consent in writing to the authorization of the deduction of a political education fund fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form, acceptable to the City and shall bear the signature of the employee. An employee may withdraw his/her political education fund fee authorization by giving at least sixty (60) days notice in writing to the City.

Section 2 The City shall deduct such political education fund fee from the pay of employees who request such deduction and shall transmit deductions to the Treasurer of the Union together with a list of employees whose political education fund fees are transmitted.

#### ARTICLE 4 - PAYROLL DEDUCTION OF AGENCY SERVICE FEE

Section 1 Pursuant to General Laws, Chapter 150E, Section 12, 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 conditions 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 an agency service fee, an amount equal to the weekly Union dues deduction from the salary of individual employees, which amount is proportionately commensurate with the cost of collective bargaining and contract administration.

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 5 - MANAGEMENT RIGHTS

Section 1 Subject to the express provisions of this Agreement, 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.

Section 2. Subcontract Clause The City reserves and retains the right to contract out work or subcontract out work. Pursuant to the exercise of such right, no employee shall be laid off if there is available work in the same position or in a similar position which he/she is qualified to fill and is eligible to fill under Civil Service law and rules.

#### ARTICLE 6 - DISCIPLINE AND DISCHARGE

Section 1 No employee who has completed 120 actual work days shall be disciplined, suspended, or discharged except for just cause. An employee who appeals his/her suspension or discharge under Civil Service law, retirement law, or any other statutory appeal procedure shall not have access for such grievance under the contract grievance and arbitration procedure.

When an employee who is eligible to appeal his/her 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, in which case the contract grievance and arbitration procedure shall be the exclusive procedure for resolving such grievance in accordance with G L c. 150E, s8.

In the event of group discipline arising out of the same incident, the dispute shall be processed under the contract grievance and arbitration procedure only for those employees who sign the grievance

Section 2 The City agrees to apply the concept of progressive discipline in all but the most serious cases. The City shall endeavor to provide counseling to employees before initiating the progressive discipline procedure

The City shall endeavor to standardize among its many departments work rules with respect to tardiness, absenteeism, discipline and other related matters

Section 3 Documentation of any disciplinary warnings, not to include any discipline consisting of a suspension of any length of time, shall be removed from an employee's personnel file after two (2) years provided there has been no further discipline of the employee during that time

#### ARTICLE 7 - GRIEVANCE PROCEDURE

Section 1 Only matters involving the question whether the Municipal Employer is complying with the written provisions of this Agreement shall constitute grievances under this Article

Section 2 Grievances shall be processed in the following manner:

Step #1: The Union steward, with or without the aggrieved employee, and with or without the Union representative, shall present the grievance orally to the aggrieved employee's immediate supervisor outside the bargaining unit. The parties shall attempt to resolve the grievance informally. If they are unable to do so, the Union shall reduce the grievance to writing, within fifteen (15) working days after the employee or Union had knowledge or should have had knowledge of the occurrence or failure of occurrence of the incident on which the grievance is based, or it shall be waived

The supervisor shall respond to the grievance in writing within three (3) days of the Union's submission of the grievance to him/her

Step #2: If the grievance is not settled at Step #1, it shall be presented in writing to appointing authority or his/her delegate in the department in which the aggrieved employee serves within eight (8) working days of the written submission of the grievance or the employee's supervisor's answer is received or it shall be waived. The appointing authority or his/her delegate shall hold a hearing on the grievance within five (5) working days after he/she received it and shall issue a written answer thereto within three (3) working days after the hearing has been completed.

Step #3: If the grievance is not satisfactorily resolved at Step #2, the grievance may be submitted to the City's Office of Labor Relations within five (5) working days of the Union's receipt of the Step #2 response or

within thirteen (13) working days after the grievance has been presented in writing at Step #2, or it shall be waived. A Step #3 hearing shall be held within ten (10) working days of the receipt of the Union's submission to Step #3. Conducting the hearing shall be one or more of the staff of the Office of Labor Relations. In addition, the City's committee to hear grievances may include such other persons as the Office of Labor Relations may from time to time designate. The City shall issue an answer to the grievance within five (5) working days of the Step #3 hearing.

A grievance asserting a violation of Article 2 relating to political activity may be filed initially at Step #3 and shall not be deemed waived if filed within twenty (20) working days of the date on which the Union had knowledge or should have had knowledge of the occurrence or failure of occurrence of the incident on which the grievance is based.

A grievance asserting a violation of Article 18, Safety and Health, may be filed initially, at the Union's discretion at Step #3.

Step #4: If the grievance is not satisfactorily resolved through the foregoing steps of the grievance procedure, the Union, and not any individual employee, may submit the matter to arbitration. Such a submission must be made within thirty (30) working days after the receipt of the Step #3 response or within forty-five (45) working days after the grievance has been submitted in writing at Step #3, or it shall be waived. Effective July 1, 2007 or thirty (30) days after the effective date of this agreement, whichever date is later, "submit to arbitration" means a demand for arbitration and a list of three (3) arbitrators, selected from the parties list as defined in Article 7 section 4(a), is filed with the American Arbitration Association, within the specified time limits.

Section 3 Written submissions of grievances at Step #2 shall be not less than triplicate, on forms to be agreed upon jointly, and shall be signed by representatives 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's representative and the Union representative reaching the agreement. 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. All outstanding grievances will be processed in a prompt and timely manner.

#### Section 4. Arbitration

(a) Effective July 1, 2007, or thirty (30) days after the effective date of this agreement, whichever date is later, the procedure for arbitration shall be as follows:

- (1) The parties shall maintain a list of mutually agreed to arbitrators who will serve to hear disputes with the American Arbitration Association. Either party shall have the right to remove arbitrators from the list upon giving (30) days notice to the other party and the American Arbitration Association, in which case another arbitrator shall, by joint agreement, be added to the list.
- (2) The arbitrator shall be selected by a mutual agreement of the parties. The Union shall submit, along with its demand for

arbitration, to the American Arbitration Association a list of three (3) proposed arbitrators from the parties agreed upon list within the specified time limits. The American Arbitration Association will notify the City of the Union's intent to arbitrate and the names of three (3) arbitrators for the City's selection. The City shall select one (1) arbitrator from the list and submit that back to the American Arbitration Association who will then handle the processing of the arbitration

(3) Either party may submit a written post-hearing brief that ordinarily shall be submitted within thirty (30) days of the close of the hearing. The arbitrator's decision shall ordinarily be issued within thirty (30) days of receipt of the briefs and said answer shall include a written explanation of the basis for the decision. These time limits may be waived by mutual agreement

(b) Arbitration hearings involving disciplinary matters or violations of Article 2 relating to political activity will be conducted as follows: A transcript of the hearing shall be made if either party so requests. Transcripts shall be paid for by the party requesting it (unless the other party also orders a copy) and in no event shall the utilization of the transcript affect any of the time limitations herein

The fees and expenses of the arbitrator shall be shared equally by the parties and the decision of the arbitrator shall be final and binding on the parties. In cases where the question of arbitrability is raised, the arbitrator (as selected in accordance with this Article) may decide the arbitrability of the grievance. In the event the Employer raised the question of arbitrability, the arbitrator shall receive evidence and testimony on arbitrability and the merits of hearing the case

(c) Each party shall bear the expense of preparing and presenting its own case. The compensation and expense of the arbitrator shall be borne equally by the parties

(d) Any issue regarding the rules and procedures for arbitration not covered by above shall be subject to the Voluntary Rules of the American Arbitration Association

(e) When a question of arbitrability is raised, the parties may mutually agree to bifurcate/separate the case in the interest of a speedy resolution and clarification of the issue. In such cases, the party requesting bifurcation/separation shall give the other side reasonable notice of the request. The hearing on arbitrability shall be conducted according to the American Arbitration Association's rules on expedited arbitration

Section 5 Any incident which occurred or failed to occur prior to the effective date of this Agreement shall not be the subject of the 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 on the parties. 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 which is subject to the jurisdiction of the Civil Service Commission or any Retirement Board established by law shall not be a subject of

grievance or arbitration hereunder. Complaints by Civil Service employees that they are being required by the appointing authority to perform work outside their job descriptions shall be referred to the Office of Labor Relations prior to making complaint to the Director of Civil Service

Section 8. Compliance When an arbitrator award is granted in favor of the Union, that award shall be complied with by the City within 30 calendar days of the date the award was granted, unless the City, in a timely fashion, seeks to vacate the award. If the City fails to comply with a monetary award within forty-five (45) days after the date of the award, 10% interest per year shall be added unless the award is ultimately vacated by a final court judgment

If the City does not comply with an award within sixty (60) days after the date of the award, or within 60 days following unsuccessful court proceedings to vacate the award, whichever comes later, the City shall pay all costs and attorneys' fees involved in successfully enforcing the award in court

Section 9. General Grievances In the case of a general grievance affecting employees in two or more departments, involving interpretation or application of any provision of this Agreement, the Union may initiate the processing of such grievances at Step #3 of the procedure set forth above. Said grievance shall be submitted to Step #3 in writing within fifteen (15) working days after an employee or the Union had knowledge or should have had knowledge of the occurrence or failure of occurrence of the incident on which the grievance is based, or it shall be waived.

Section 10 If a grievance is resolved at Steps #1, or #2 of this procedure, and is not implemented within a reasonable time, the Union may immediately advance the grievance to Step #3, and if necessary arbitration, for a determination of all matters relating to said grievance

If a grievance is resolved at Step #3 of this procedure, and is not implemented within a reasonable time, the Union may immediately advance the grievance to arbitration, for a determination of all matters relating to said grievance

Section 11 In recognition of the importance the parties attach to processing grievances under this Article in an expedient manner, all time limits shall be strictly adhered to. The time limits in the grievance procedure may be extended only by mutual written agreement by the parties.

#### ARTICLE 8 - 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 such 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 damage resulting from the unauthorized breach of the agreements contained in this Article by individual members of the Union

#### ARTICLE 9 - STABILITY OF AGREEMENT

Section 1 No agreement, settlement, 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's Office of Labor Relations and the Field Services Director of 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 obligations of the Union and the Municipal Employer to such future performance shall continue in full force and effect

#### ARTICLE 10 - SENIORITY

Section 1. Definition For the purposes of this Agreement, "seniority" shall be defined as the total continuous service of an employee with the City of Boston, provided that service prior to an authorized leave of absence or prior to a lay off shall be counted toward total continuous service

Section 2. With the execution of this Agreement, seniority shall be the determining factor for layoff and recall pursuant to Article 13, choice of vacation, choice of break times and lunch times, the filling of vacancies on established shifts, work schedules, and days off Seniority rights to a shift vacancy shall be limited to employees in the work unit in which the shift occurs The supervisor shall post notice in the work unit that a vacancy is available on a specified shift. Employees wishing to transfer to that shift shall notify the supervisor in writing within one week of the posting. Nothing contained herein shall be construed to require the supervisor to fill any vacancy

In the event that the City establishes a new shift within a work unit, the City may fill those shift vacancies regardless of seniority for a period not to exceed thirty (30) days At the end of that period, the shift must be staffed by employees bidding for those vacancies according to seniority as outlined in this Section If the vacancies are not filled in this manner, the City may assign employees to those vacancies in order of least seniority

#### ARTICLE 11 - HOURS OF WORK AND OVERTIME

Section 1. The regular work week for full-time employees shall be forty (40) hours with respect to every person holding a position in Schedule B of the City Compensation Plan effective March 6, 1963, with an asterisk prefixed to the title of the position, and thirty-five (35) hours with respect to all other such persons The regular workday for employees whose regular workweek is forty (40) hours shall be eight (8) hours, and the regular workday for employees whose regular workweek is thirty-five (35) hours shall be seven (7) hours. The workweek shall consist of five (5) consecutive days between Monday and Saturday, inclusive, except for employees in continuous operations or on rotating shifts, and except for employees in departmental schedules which differ from the standard schedule such as, by way of example and not by way of limitation, in the Public Works

Department. A continuous operation is one in which there is regularly scheduled employment for twenty-four (24) hours a day and for seven (7) days a week. The regular workweek for employees engaged in continuous operations or on rotating shifts shall consist of five (5) regular workdays

Section 2 All authorized overtime service in excess of the regular workday or the regular workweek, or on the sixth and seventh days of service, shall be compensated on a time and one-half basis, except that service on the seventh day of a workweek on a continuous operation only shall be compensated at double time

Section 3. 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 employees shall be compensated for such overtime service on a straight-time basis only

Except as amended and supplemented herein, this Memorandum of Agreement carries forward and preserves the terms and conditions contained in the Agreement effective July 1, 1996 through June 30, 1999. Except as otherwise stated herein, these amendments shall be effective ninety (90) days after the execution of the Memorandum of Agreement by the Mayor of the City of Boston

Section 3A. Police Operations Notwithstanding the provisions of Section 3, above, any bargaining unit member working in the Police Department's Operations Division who has four (4) or more non-documented absences in any quarter shall be ineligible for contractual overtime payments for the period of thirty (30) calendar days commencing upon notification from the Department. For purposes of this Article, "non-documented absences" shall mean any absence not supported by acceptable medical documentation, as determined by management. Further, any such bargaining unit member who has an unpaid absence during a payroll week shall be ineligible for contractual overtime payments during that given payroll week. Nothing in this section shall preclude unit members from performing work outside their normally scheduled shift, nor does this section preclude bargaining unit members from receiving overtime compensation for hours actually worked over forty (40) hours per week

Section 4. Based upon the operational and budgetary needs of the Department, supervisors or managers may, upon an employee's request, agree to compensate overtime with time off rather than monetary payment. Such a request will not unreasonably be denied. The rates of compensatory time shall be the same as for monetary compensation as determined by Section 2 above. Compensatory time must be used within ninety (90) days from the date on which it was earned. Should an employee, for any reason, not use the compensatory time within ninety (90) days from the date it was earned, the Department shall convert the compensatory time to a monetary payment at the appropriate rate

Section 5 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 there is a complaint of violation in the distribution of overtime, the City shall have thirty (30) days from the date of the complaint to correct any inequity. If said

inequity is not corrected within that time, then the remedy for a violation shall be a cash payment equal to the amount of money the employee would have earned if said employee had not been deprived of the overtime opportunity

Section 6 In the event an employee reports to this regular place of work at his/her regularly scheduled time and is sent home for lack of work, he/she shall be entitled to a day's pay

Section 7 All employees shall be provided at least one 15-minute rest period during each one-half ½ workday. The rest period shall be scheduled at the middle of each one-half ½ workday whenever this is feasible. Employees whose duties and responsibilities require it, shall receive ten (10) minutes wash-up time

Section 8

- (a) If an employee who has left his/her place of employment after having completed work on his/her regular shift is called back to work, he/she shall be paid for each hour worked on a time and one-half basis, and in no event shall he/she receive less than four (4) hours' pay on a straight time basis
- (b) If an employee (other than an employee employed on a rotating shift or on a continuous operation) whose duties do not require him/her to work regularly on a day considered as a holiday under Section 1 of Article 12 is called in to work on a holiday, he/she shall receive, in addition to his/her regular weekly compensation, time and one-half for each hour worked on such holiday, and in no event shall he/she receive less than four (4) hours' pay on a straight time basis
- (c) If an employee (other than an employee employed on a rotating shift or on continuous operation) whose regular workweek does not include Sunday is called into work on a Sunday, he/she shall receive, in addition to his/her regular weekly compensation, double time for each hour worked on such Sunday, and in no event shall he/she 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 provisions contained in Section 2 of this Article

Section 9 All employees shall be scheduled to work on regular work shifts, which shall be defined as the hours an employee is required to work during a work day. Work shifts shall have a regular starting time and quitting time. Work schedules, which shall be defined as the workdays an employee is required to work during the work week, shall be posted on all department bulletin boards at all times. Employees shall be given reasonable notice of any change in their work shift or schedule; reasonable notice, except in extreme circumstances shall be fourteen (14) calendar days

Section 10 The City agrees to give the Union reasonable notice of any proposed change in scheduled work shifts and an opportunity to discuss the proposed change. In the event of the initial creation of a work schedule which includes a Saturday as a regularly scheduled day of work, the City agrees to give the Union thirty (30) calendar days notice of the change in work schedule. The City agrees that the creation of a work schedule which includes Saturday as a regularly scheduled day of work will not be done to meet an intermittent or temporary operational needs. 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 11. Upon the execution of this Agreement, the parties shall form a committee in each Department which shall be comprised of no more than three (3) bargaining unit representatives employed in the Department and three (3) management representatives. The committee shall investigate and discuss the feasibility and possible implementation of four-day work weeks, flex time and similar forms of alternative schedules for some or all bargaining unit members in the Department. Union Representatives or staff from the Office of Personnel Management may advise the bargaining unit and Department representatives respectively.

Each committee shall meet at reasonable times during the regular work day. The bargaining unit representatives to each committee shall be released from their regular duties in order to attend the meetings, but not receive release time for any other purpose or duties ancillary to their participation as a union representative on this committee.

The Union may grieve and arbitrate a decision of the Municipal Employer to not implement alternative scheduling committees. Grievances concerning decisions of the Municipal Employer to deny an employee the opportunity to participate in alternative scheduling or to suspend, in whole or in part, an alternative scheduling arrangement shall be inarbitrable and not be processed beyond Step III of the grievance procedure.

Section 12. The City agrees to expedite the process of payroll and overtime checks, if feasible.

Section 13. The following section shall be applicable only to those employees in the titles Computer Operator and Shift Supervisor in the Municipal Police.

The current practice with regards to the payment of overtime to employees in the classification of shift supervisor and computer operator in the Municipal Police shall continue for the duration of this Agreement.

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 purposes of a regular rotation of overtime opportunities, but for such purpose only, overtime work refused shall be considered as overtime actually worked.

Where there is a complaint of violation in the distribution of overtime, the City shall have thirty (30) days from the date of the complaint to correct any inequity. If said inequity is not corrected within that time, then the remedy for a violation shall be a cash payment equal to the amount of money the employee would have earned if said employee had not been deprived of the overtime opportunity.

#### ARTICLE 12 - TEMPORARY SERVICE IN A LOWER OR HIGHER POSITION AND PROMOTIONS

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/she performs regular service, he/she shall be compensated at the rate of pay for the grade of the position in which he/she performs regular service.

Section 2. Compensation for Work in a Higher Classification. An employee who is performing, pursuant to assignment, temporary service in a grade higher than the

grade of the position in which he/she performs regular service, other than for the purpose of filling in for an employee on vacation, shall, commencing with the sixth consecutive day of actual service at the rate to which he/she would have been entitled had he/she 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 such higher position shall be made on the basis of qualifications and ability; and where qualifications and ability are substantially equal, seniority shall be the determining factor. The Appointing Authority's selection shall not be made arbitrarily, capriciously, or unreasonably. In the event that the senior applicant for the position is not selected, he/she shall be notified prior to the selection being posted. 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.

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 posting the Appointing Authority shall specify the job classifications eligible to fill the position. (His/her decision as to eligible classifications of employees shall be subject to Civil Service law and rules and shall not be a subject of grievance or arbitration.) The posting shall also specify the duties of the position, the grade of the position, the job posting number, and the location of the position.
- (c) The selection of an employee for provision 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.
- (d) The parties agree that when the Employer fails to comply with the provisions of Section 5, set forth above, the Employer shall be required to re-post the vacancy in question and renew the entire selection process.

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. Employees may grieve the application of Sections 4, 5 and 6 of this Article to positions in the bargaining unit represented by Council 93 of the American Federation of State, County and Municipal Employees, only with the prior agreement and under the conditions established by the Union, the Office of Labor Relations and Council 93.

Section 8 The provisions of this Article shall not apply to bargaining unit positions filled for a period of six (6) months or less by an employee in a full or transitional duty capacity after the employee has received, or while the employee is receiving, benefits pursuant to M.G.L. c 152. If the employer chooses to fill the position beyond the six month period, the posting and selection provisions of this Article shall be applicable. An employee who returns in a transitional duty capacity shall be compensated at a level which is equal in amount to his/her former grade and step

#### ARTICLE 13 - LAYOFF AND RECALL

Section 1 The City and the Union agree that if the City, in its discretion, decides to lay off employees covered by this Agreement, the following procedure shall apply. The City shall provide the Union with twenty (20) working days' notice prior to the effective date of a layoff.

#### Section 2. Definitions

- (a) For purposes of this Article, "seniority" shall be defined as in Article 10, Section 1.
- (b) For purposes of this Article, "layoff" shall be defined as an employer initiated separation of an employee from service because of lack of work, shortage of funds, curtailment of services, or any other reason except for voluntary separation, separation due to retirement, or separation constituting discipline or discharge under Article 6. The term "layoff" shall include the non-renewal of a provisional appointment, if the provisional employee has at least fifteen months (15) of service.
- (c) For purposes of this Article, the terms "provisional employee", "permanent employee", "temporary employee", "probationary employee", and "tenured employee" shall be defined accordingly to their meanings under G.L. c 31.
- (d) For purposes of this Article, "vacancy" shall be defined as a vacant position which Management intends to fill.
- (e) For purposes of this Article, "job series" shall be defined as one or more departmental positions in a promotional line of work differing in difficulty or responsibility.

Section 3. Relation to General Laws Chapter 31 It is the intention of the parties that the provisions of this Article should read to conform to the requirements of G.L. c 31. It is also the intention of the parties that the provisions of this Article apply except when prohibited by law.

Section 4. Order of Layoff If involuntary layoffs are necessary, employees shall be selected for layoff in each job classification in each Department according to the following rules:

- (a) In job classifications subject to Civil Service laws; (I) non-permanent employees with less than six (6) months seniority may be laid off at the discretion of the City provided only that such employee shall be laid off prior to layoff of other employees in their job classifications in their department; (II) non-permanent employees (including provisional and temporary employees) with more than six (6) months seniority shall be designated for layoff prior to permanent employees in their job

classification in their department. Such non-permanent employees shall be designated for lay off in inverse order of seniority, provided that provisional employees are designated for layoff prior to other non-permanent employees; (III) permanent employees shall be designated for layoff in accordance with the provisions of G L c 31

- (b) In job classifications not subject to Civil Service law: (I) employees with less than six months of seniority may be laid off at the discretion of the City provided only that such employees shall be laid off prior to layoff of other employees in their classifications in their department; (II) employees with more than six (6) months seniority shall be designated for layoff in inverse order of seniority

In acknowledgement of the effects of past affirmative action efforts, the parties agree that the City shall endeavor to maintain the ratio of all racial minority employees in all salary levels (as determined by EEOC statistics) in the Department. This ratio may be maintained by adjusting, for purposes of this Article only and with the consent of the Union, the seniority of provisional employees as the term "provisional" is defined under G L c 31

Section 5. Notice The City shall notify employees designated for layoff pursuant to Section 4 above, at least ten (10) working days prior to the intended lay off The City shall notify the Union at the Union office as to the names, job classifications, job sites and Departments of the employees designated for lay off pursuant to Section 4 above, at least twenty (20) working days prior to the intended layoff Notice to an employee shall be complete upon actual notice, except that notice to an employee absent from work shall be complete three calendar days after posting of notice by certified mail, return receipt requested It is understood that notice to employees who are absent from work due to authorized vacation leave shall be stayed pending such leave If the notice required by this section is not provided to both the employee and the Union, the employee shall be paid the difference between the number of days of notice and the required notice

Notice to employees shall prominently include notice of bumping and recall rights and obligations under this Article

Section 6. Bumping

- (a) Subject to the requirements of G L c.31, an employee in a job classification subject to Civil Service law who is designated for layoff pursuant to Section 4 above, may, upon notice pursuant to Section 5 above, exercise the following bumping rights: (I) if he/she is a non-permanent employee, he/she may bump into a vacancy in the same job classification within the department, alternatively, he/she may bump into a vacancy in an equal or lower graded job classification within the department, or he/she may bump into a filled position in an equal or lower graded job classification within the department which is held by a non-permanent employee who has less seniority than himself and who is the least senior non-permanent employee in that job classification, provided that such equal or lower graded job classification is the employee's job series, and provided that the employee is qualified to perform the duties and responsibilities of the position; (II) if he/she is a permanent employee he/she has the rights provided by G.L. c 31; in any event he/she may bump into a vacancy in the same job classification within the department; alternatively, he/she may bump into a vacancy in an equal or lower graded job classification within the department or he/she bump into a filled

position in an equal or lower graded job classification within the department which is held by a non-permanent employee provided that such equal or lower graded job classification within the department which is held by a non-permanent employee provided that such equal or lower graded job classifications are in the employee's job series and/or former job series, and provided that the employee is qualified to perform the duties and responsibilities of the position

- (b) An employee in a job classification not subject to Civil Service Law who is designated for layoff pursuant to Section 4 above, may, upon notice pursuant to Section 5 above, exercise the following bumping rights: he/she may bump into a vacancy in the same job classification within the department; alternatively, he/she may bump into a vacancy in an equal or lower graded job classification within the department, or he/she may bump into a filled position in an equal or lower graded job classification within the department, or he/she may bump into a filled position in an equal or lower graded job classification within the department which is held by an employee who has less seniority than himself and who is the least senior employee in that job classification, provided that such equal or lower graded job classifications are in the employee's job series, and provided that the employee is qualified to perform the duties and responsibilities of the position
- (c) An employee who chooses to exercise the above bumping rights must so notify his/her department within five (5) working days of notice

Section 7. Recall An employee who is laid off, or who exercises his/her right to bump into a lower graded position, or who accept a job in a lower graded position and who has at least 6 months of seniority, may exercise the following recall rights:

- (a) If the employee is a permanent Civil Service employee, he/she shall have rights accorded by G L c 31
- (b) If the employee is a non-permanent Civil Service employee, then subject to the rights of permanent Civil Service employees and subject to Civil Service requirements, he/she shall be notified by first class mail or actual notice, of vacancies in his/her job classification in his/her department or in equal or lower grades in his/her job series in his/her department, and prior to filling said vacancies with any other person, the department shall offer the position to qualified responding employees according to seniority
- (c) If the employee is a non-Civil Service employee, he/she shall be notified by first class mail or actual notice of vacancies in his/her job classification in his/her department to filling said vacancies with any other person, the department shall offer the position to qualified responding employees according to seniority.
- (d) Only an employee who has notified his/her department in writing of his interest in recall prior to his/her layoff or bumping down, and who had included a mailing address, shall be entitled to notice of vacancies. The Union shall be notified of vacancies (by mail) when the employee is notified. To be eligible for recall, an employee must respond affirmatively to his/her department within seventeen (17) calendar days of the postmarked date of the notice, or fourteen (14) calendar days of actual notice, whichever comes first. The above recall rights, except as extended by Civil Service law, shall run for two years from date of layoff.

- (e) For the purposes of employees benefits, a recalled employee shall be treated as if returning from an authorized leave of absence. An employee who is recalled into a lower graded position shall be placed on the wage step at the lower graded position which is closest in amount but not higher than his/her former grade and step rate

Section 8. Dispute Resolution. Disputes between the City and the Union regarding the meaning or application of this Article shall be resolved by grievance and expedited arbitration. A grievance must be presented in writing to the City's Office of Labor Relations within ten (10) working days of the occurrence or failure of occurrence, whichever may be the case, of the incident upon which the grievance is based, or else it shall be deemed waived. The Union must commence the expedited arbitration procedure of the American Arbitration Association within ten (10) working days of presentation to the City's Office of Labor Relations, or else it shall be deemed waived.

Section 9. Subject to the provisions of Massachusetts General Laws, Chapter 31, if the positions of employees are abolished as a result of the transfer of the functions of their department, board or commission to another department, board or commission within the bargaining unit, employees may elect to accept layoff or to be transferred to a similar position within the bargaining unit in such department, board or commission.

#### SIDE LETTER ON DEFINITIONS

The City and SEIU, Local 888 understand the Layoff and Recall Article in the City-wide and Rent Control Agreements to mean the following:

- 1 For the purpose of Section 4 (a)III, Section 6 (a)I, and Section 7 (b), the term "non-permanent" employee shall include permanent and tenured Civil Service employee insofar as they may occupy provisional positions.

For the purposes of Section 4 (a)IV, Section 4 (a)V, Section 6 (a)II, and Section 7 (a), the parties agree that these Civil Service employees shall have the rights presently enumerated in Massachusetts General Laws, Chapter 31, unless prohibited by future changes in Chapter 31.

- 2 The City shall make all reasonable effort to ensure that any vacation or sick day buyback to which an employee selected for layoff is entitled shall be paid in the form of a separate check at the employee's last regular pay check. If a laid off employee elects to withdraw his/her money from the retirement fund, the City shall make all reasonable efforts to ensure that such money is paid to the employee within thirty (30) calendar days after the employee notifies the retirement fund. The City shall not require any employee notified of layoff to take his/her earned vacation credits as paid time off.
- 3 Assuming it is permitted by the medical insurer, the City shall pay its share of medical insurance for a laid off employee for coverage through the end of the calendar month subsequent to the month of layoff. Assuming it is permitted by the medical insurer, an employee on the recall list may elect to continue his/her medical coverage after the end of the subsequent calendar month by assuming the full cost of the medical insurance payments. In this manner, medical coverage may be continued during the period that an employee retains his/her employee status by remaining on the recall list.

- 4 For purposes of employee benefits, a recalled employee shall be treated as if coming off an authorized leave of absence. An employee who bumps or is recalled into a lower graded position shall be placed on the wage step at the lower graded position which is closest in amount but not higher than his/her former grade and step rate
- 5 Notice to employees shall prominently include notice of bumping and recall rights and obligations under this Article

#### ARTICLE 14 - 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 except that in a continuous operation, it shall be the actual day on which the holiday falls

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/her regular workday, he/she shall nevertheless be paid his/her regular weekly compensation for the workweek in which the holiday falls. If in the course of his/her 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/her regular day off (such as Saturday), he/she shall receive, in addition to his/her regular compensation, either an additional day off or an additional day's pay on a straight-time basis, with the following exception:

An employee who is assigned to a continuous operation, and who works on Thanksgiving Day, Christmas Day, or New Year's Day, shall receive, in addition to his/her regular weekly compensation, time and one-half for each hour worked on such holiday.

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

Section 4 In appropriate circumstances, the department head/supervisor may request that an employee who utilized sick leave on the day before or the day after a holiday provide a signed statement from a physician, nurse practitioner, or representative of a health clinic confirming the necessity for such absence prior to the granting of holiday pay.

#### ARTICLE 15 - VACATION LEAVE

Section 1. Subject to the specific provisions of this Article, every newly hired employee covered by this Agreement must complete six (6) months of actual work

between July 1 and December 31 to be eligible for vacation leave on January 1

Section 2. Vacation Entitlement. Vacation leave shall be calculated as follows:

- (a) An employee who starts work before July 1 and who actually works for six (6) months shall be entitled to one (1) week of vacation before December 31. An employee who starts work on or after July 1 shall receive one (1) week of vacation upon the completion of six (6) months of actual work. The Appointing Authority in his/her discretion, may grant an additional week of vacation leave to such employees who were hired after July 1 and who have completed six (6) months of service. In no event shall the vacation entitlement for such employees exceed that established in Section 2 (b). Any period or periods during the first six (6) months of service for which an employee is not paid (including as little as one (1) day shall extend the effective date of eligibility.
- (b) An employee who on January 1 has more than six (6) months of continuous service, but less than four (4) years of service, shall receive two (2) weeks of vacation leave.
- (c) An employee who on January 1 has more than four (4) years of service, but less than nine (9) years, shall receive three (3) weeks vacation leave.
- (d) An employee who on January 1 has more than nine (9) years of service, but less than fourteen (14) years shall receive four (4) weeks of vacation leave.
- (e) An employee who on January 1 has more than fourteen (14) years of service shall receive five (5) weeks of vacation leave.
- (f) An employee who on January 1, has more than thirty (30) years of service shall receive six (6) weeks of vacation.

Section 3. Any employee returning from an authorized leave of absence shall receive his/her full vacation entitlement only upon the completion of actual work equal to the length of authorized absence or completion of six (6) months of actual work, whichever is less.

Section 4. For the purpose of determining vacation entitlement in a calendar year, service with the Commonwealth of Massachusetts, the City of Boston, and the County of Suffolk shall be included in computing length of active service.

Service for the sole purpose of determining vacation eligibility in the preceding year pursuant to Sections 1 and 2 of this Article shall also include up to fourteen (14) weeks of any of the following activities:

- (a) All paid vacation leave;
- (b) Up to four (4) weeks paid sick leave;
- (c) Up to four (4) weeks military leave; and
- (d) All authorized personal days.

In addition to the above, up to one (1) year of disability leave (workers' compensation) may be counted toward the length of continuous service.

Section 5. If an employee transfers into the bargaining unit without a break in service subsequent to January 1 in any given year, all prior service, as outlined in Section 3, shall be counted in accordance with Section 2 (Vacation Entitlement).

Section 6 Prior to departure on vacation leave, an employee may be advanced vacation pay up to the employee's maximum entitlement under this Article, provided that the amount advanced shall not exceed the vacation leave scheduled for such period

Section 7 Vacation leave allowance shall be paid to an employee who separates from City service on the first available M A C (Monthly Additional Compensation) payroll

Section 8 If the employment of an employee entitled to vacation leave under this Article is terminated by death, said employee's spouse or next of kin shall be paid an amount in lieu of such vacation entitlement. If such employee has no spouse or next of kin, then the employee's vacation leave shall be paid to his/her estate

Section 9 Vacation 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/her department. Subject to the preceding sentence, vacation leave election shall be determined by seniority. Vacation leave may not be carried over from one year to another without the express authorization of the Department Head. Vacation leave may not be carried over from one year to another without the express written authorization of the Department Head and the Director of Office of Human Resources. A Department Head, with the approval of the Office of Human Resources, may authorize up to ten (10) days of vacation time be carried over into the subsequent calendar year. All approved carryover days must be used by December 31 of the following calendar year.

#### ARTICLE 16 - SICK LEAVE AND PERSONAL DAYS

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 or by injury or exposure to contagious disease or by the serious illness or death of a member of the employee's immediate family or by illness or disability arising out of or caused by pregnancy or childbirth.

Sick leave shall accrue at the rate of one (1) day for each month of actual service. 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, except in accordance with Section 8 of this Article.

Section 2. No employee shall be entitled to sick leave without loss of pay as provided in Section 1 of this Article unless

- (1) the employee has notified his/her immediate supervisor of his/her absence and the cause thereof before the expiration of the first hour of absence or as soon thereafter as practicable, except that employees working in the Police Department's Operations Division must notify the Department of his/her absence and the cause thereof by calling the sick line at least one and one-half (1.5) hours prior to the beginning of the employee's regularly scheduled shift
- (2) 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/her

	<p>incapacity evidenced by a physician's certificate attached, or in case of his/her death, a person acting in his/her 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</p> <p>(3) the appointing authority has approved such request. For periods of absence of five (5) consecutive working days or more, the Appointing Authority may request a signed statement from a physician, nurse practitioner, or other health care provider, confirming the necessity for such absence. In addition, the Appointing Authority may request a letter at reasonable intervals for absences which are occasioned by chronic illness or illnesses.</p> <p><u>Section 3</u> There shall be established for all members of the City and County bargaining units an extended sick leave bank which shall be administered by the Office of Personnel Management, established and utilized according to the following procedures:</p> <p>a To be eligible for membership an employee must have completed his/her initial six-month probationary period and must have voluntarily donated one sick day per year to the sick leave bank. Sick leave donated will not adversely impact the employee's attendance record or sick leave buyback, but will be deducted from accumulated sick leave. The balance in the bank shall be the total number of sick leave days donated less the number of days granted by this Committee.</p> <p>b Enrollment in the sick leave bank will be open from January 1 to January 31 of each year. The Office of Personnel Management will distribute information and authorization forms to employees at least 30 days prior to the enrollment period.</p> <p>c The Sick Leave Bank Committee will be responsible for the review of requests for sick leave compensation time to be withdrawn from the sick leave bank. The Committee will be comprised of three (3) representatives appointed by the City and three (3) representatives appointed by the union. Members of the Committee shall be granted reasonable paid time off pursuant to Article 17A. Providing the balance in the bank is sufficient, the Committee shall have authority to grant up to thirty (30) days of sick leave to an employee per fiscal year (July 1 to June 30), and shall make a determination on each application for additional sick leave within ten (10) working days of receipt of all documentation required by the Committee. The Committee may extend for an additional 30 days the grant of additional sick leave. Decisions of the Committee with respect to eligibility and entitlement shall be final, and shall not be the subject of grievance or arbitration.</p> <p>d Applications for leave to be withdrawn from the sick leave bank must be submitted in writing to the Committee administrator along with a signed statement from the employee's doctor which fulfills the criteria in E(3) below. If the Committee has denied an application for leave, the employee may request, in writing, that the application be reconsidered at a meeting of the Committee at which the employee is present. The Office of Personnel Management shall number each application for leave and shall take other steps to remove any reference to the employee's name from the medical reports or documentation. The Committee, through the Office of Personnel Management may request information from the employee's department which may be relevant to the Committee's deliberations. The</p>
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Office of Personnel Management and the Committee shall at all times safeguard and shall not unnecessarily disclose or discuss confidential medical information concerning employees who have applied for sick leave. The Office of Personnel Management shall make periodic status reports on the fund balance as needed by the Committee.

e. The following criteria shall be used by the Committee in awarding sick time from the bank:

- 1 The employee is eligible by virtue of meeting the criteria in Paragraph A above;
- 2 The employee has exhausted all accumulated sick leave and other paid leave (such as vacation leave, personal leave and compensatory time);
- 3 The application is accompanied by adequate medical evidence of a serious illness which prevents the employee's immediate return to work.

The Committee may require additional information or documentation prior to making a decision on any application. Sick time from the bank shall be awarded only by a majority vote of the Committee.

Section 4 An employee on leave because of an occupational disability may take such of the sick leave allowance to which he/she is entitled under this Article as, when added to the amount of any disability (workers' compensation), will result in the payment to him/her of his/her 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 (workers' compensation), will result in payment of a full week's salary to an employee who is on leave because he/she was injured in the line of duty as the result of violence by a patient or person in lawful custody. The City agrees to reopen negotiations on this section, if so requested by the Union, if such legislation is enacted.

Section 5. 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 (workers') 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 6 An annual report of sick leave shall be made available by request.

Section 7. 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 Days 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 days' 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/her redemption options. An employee may elect to redeem all or part of his/her 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 8. 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 6. The Union agrees to cooperate with the City in dealing with problems related to sick leave.

Section 9. Sick Leave Redemption. Effective July 1, 2004 upon the retirement of an employee pursuant to the regulation of the State/Boston Retirement board, the City shall redeem 30% of the employee's accrued by unused sick leave at the employee's final rate of pay.

Section 10. Sick Leave Conversion. Employees who have accumulated fifty (50) days of sick leave and who did not utilize more than three (3) sick days in the preceding calendar year, excluding sick leave redeemed pursuant to Article 16, Section 6, may convert up to nine (9) sick days to vacation days on a three for one (3:1) basis, in a manner to be prescribed by the Office of Personnel Management.

Section 11. Personal Days. On January 1, full-time employees on the payroll as of that date will be credited annually with three (3) paid personal leave days which may be taken during the following twelve months at a time or times requested by the employee. Any employee who begins employment after January 1 but before July 1 shall be entitled to at least two personal days to be taken in that calendar year. Personal leave time shall not be taken during an employee's probationary period. These personal days shall not be considered sick leave for City purposes of monitoring sick leave usage. Personal days may not be accumulated, redeemed for monetary payment or carried forward to the following year. Employees shall provide reasonable notice prior to utilizing personal leave days which are of a non-emergency nature.

Where personal days are of an emergency nature, notification of such request shall be made within the first hour of scheduled work, or in the case of a 24 hour operation, within one hour prior to the start of an employee's work shift. The Appointing Authority in his/her discretion may authorize a personal day with less notice required by this section.

Employees shall utilize personal leave between December 15 and January 2nd only with the approval of the Appointing Authority/designee.

Vacation requests shall take precedence over requests for personal days during the holiday period and shall not be unreasonably denied.

Personal days not used during the year because an employee was denied use during the holiday period, may be carried over into the next year.

In addition to the three (3) paid personal leave days provided for in this section, an employee may take a fourth (4th) personal leave day to be deducted from available sick time accrued pursuant to Section 1 of this Article.

Section 12 Notwithstanding anything in Article 16, Section 11, the present practice concerning personal day use during the holiday period (December 15-January 2) shall continue for Communication Equipment Operators (CEO-911) employed at the Boston Police Department.

#### ARTICLE 17 - OTHER LEAVES OF ABSENCE

Section 1. Subject to the operating needs of each department, determined by the Appointing Authority, leaves of absence without loss of 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 died under other than dishonorable circumstances while serving in the armed forces 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) Prophylactic inoculation required by the Municipal Employer;
- (d) Blood donations, if made on the premises of the department in which an employee requesting such leave serves
- (e) Open and promotional examinations conducted under Civil Service law and rules for any position in the service of the City; employees taking leave under this Sub-section shall endeavor to provide advance notice to their department head/supervisor;
- (f) Medical examinations for retirement purposes;
- (g) Attendance at hearings in Workers' Compensation cases as the injured person or as a witness. Any witness fees received by such injured person or witnesses shall be remitted to the Municipal Employer
- (h) 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 would preclude him/her from voting outside regular working hours, taking into consideration travel time from the polls to his/her regular place of employment, or vice versa
- (i) Attendance at educational programs required or authorized by the City.
- (j) 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.
- (k) Attendance in court when required (by a subpoena) to testify as a witness in a criminal case where the employee is to testify on matters which

occurred during the course of employment for the purpose of filing a complaint against a person for action which took place during the course of employment

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/her 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 therefore, 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/her of his/her full salary for any particular workweek

Section 4. Bereavement Leave In the event of the death of a spouse, child, father, father-in-law, mother, mother-in-law, brother, sister, 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 attending funeral services or arranging for burial

In the event of the death of a grandparent or grandchild, 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 three (3) working days' leave without loss of pay for the purpose of attending funeral services or arranging for burial

In the event of the death of a niece, nephew, aunt, or uncle, an employee with six (6) months or more of continuous active service who is in active service at the time of such death, shall be entitled to receive one (1) working day's leave without loss of pay for the purpose of attending funeral services or arranging for burial

It is understood that bereavement 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. An employee with less than six (6) months of service shall be entitled to this time off without pay for the purpose of bereavement

All employees shall be permitted one (1) day's leave without pay in order to attend the funeral of a relative not included above. An employee may choose to use accumulated sick leave, if any, for this purpose. Employees shall provide their supervisors with as much advance notice as possible

If an employee requires additional leave for bereavement purposes due to the death of someone specified above, leave for such purposes shall be deducted from sick leave allowance, if any

If sick leave is used for any bereavement purposes described in this section, it shall not be considered as sick leave for City purposes of monitoring sick leave usage

Section 5. Maternity Leave Whenever an employee becomes 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 ten (10) months after delivery.

An employee returning from an authorized maternity leave on a full-time basis shall be reinstated to her same position or a similar position of equal classification. The City shall endeavor to assign the hours per week similar to those assigned prior to the maternity leave.

An employee will be reinstated on a part-time basis to her same position or a similar position of equal classification, to be decided by the Appointing Authority and with the approval of the Supervisor of Personnel, providing she notifies in writing her Appointing Authority of her intention to assume part-time work four (4) weeks prior to her date of return.

An employee who elects to assume part-time work shall not be entitled to her former position on a full-time basis. Following one (1) year of employment in a part-time position, the employee shall have the right to resume full-time work, or the Appointing Authority may require the employee to resume a full-time position, providing notice is given by either party four (4) weeks prior to the date of return to full-time work.

In the case of adoption of a child under three (3) years of age, the City shall extend to the employee maternity leave pursuant to General Laws Chapter 149, Section 105D, as such statute provided on the date of execution of this Agreement.

Section 6. Parental Leave Subject to the operating needs of the department, any employee shall be granted one (1) week unpaid parental leave in order to attend to the birth, adoption or care of a new child in the employee's immediate household. At the discretion of the Appointing Authority, an employee may be granted an additional one (1) week unpaid leave. The employee may choose to use any accumulated vacation and/or personal days for parental leave purposes.

Section 7. Educational Leave Subject to the operating needs of the department as determined by the department, an employee shall be entitled to leave of absence without pay or benefits of up to one (1) year for furthering his/her education. Preference for selection of such leaves shall be based on seniority. If an employee is rejected for an educational leave then a written explanation must be furnished to the employee stating the reason(s) for the denial.

Section 8. Medical Leave Subject to the operating needs of the department, an employee shall be granted a maximum of ten (10) months for unpaid medical leave upon submission of medical substantiation deemed adequate by the Supervisor of Personnel. All requests for medical leave must be approved by the Supervisor of Personnel. The employee, upon his/her return to service, shall be placed in the same position he/she left (if available) or a similar position of equal classification.

Section 9. Notification Requirements for Employees Receiving Worker's Compensation Benefits Any employee injured at work must immediately, or as soon as physically capable, notify in writing on City-approved forms both the worker's 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 Worker's Compensation Division that the

employee's benefits have been terminated. However, the employee shall bear the responsibility for notifying both the worker's compensation service and the employee's department head of all developments in the employee's worker's compensation case. In particular, the employee must notify the department head when the employee appeals any rulings of the City's Worker's 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 cleared to do so through the Worker's Compensation process shall be subject to discipline or discharge. Any employee who fails to notify his/her department head accordingly, and within fourteen (14) days of receiving medical clearance to return to work fails to return 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 from work related injuries may be ordered to submit to a medical examination.

#### ARTICLE 17A - UNION BUSINESS

Section 1. Union Representatives The Union shall furnish the Office of Labor Relations with a list of elected officials and the capacity in which they serve as well as with a list of the Union stewards for each Department. Lists shall be furnished to the Office of Labor Relations as soon as practicable after designation and the Union shall immediately notify the Office of Labor Relations of any changes.

The maximum number of such stewards shall not exceed forty-one (41); fifteen (15) for the Boston Police department; twenty-six (26) from other City departments not to exceed two in any one Department or Division.

Section 2. Paid Leave of Absence for Union Business. Release time without loss of pay shall only be considered for the following reasons and shall be subject to the operating needs of each department/division as determined by the employer:

- a. Reasonable time for stewards, as defined in Section 1 above, for the investigation of grievances, representation of employees at departmental hearings, or attendance at meetings of committees authorized by this Agreement. Requests for such leave must be given in writing to the steward's supervisor outside the bargaining unit indicating the date, time and reason for the requested leave. The steward shall provide this request with as much advance notice as is feasible.
- b. Stewards, grievants and witnesses who are scheduled to work at the time of the hearing but are called by the Union to testify at a grievance, arbitration, Labor Relations Commission, or Civil Service hearing. Requests for such leave shall be made in writing at least one week in advance of the hearing or with as much advance notice as is possible, to the Office of Labor Relations, except that with regard to Step 2 grievance hearings, requests in writing shall be made to the Appointing Authority/Designee.
- c. Attendance by employees who are delegates or alternates to the annual

convention of the Massachusetts State Labor Council. Requests for such leave shall be made in writing to the Office of Labor Relations two (2) weeks in advance of the convention

- d. Attendance by a maximum of eighteen (18) bargaining unit employees at negotiation sessions with the City for a successor collective bargaining agreement. Requests for such leave shall be made in writing to the Office of Labor Relations at least one week in advance of the first negotiation session. A maximum of three (3) employees, out of the maximum eighteen (18), who work an evening or night schedule shall be eligible under this Section to be released from duty for the number of hours spent in negotiations on the same day as their regularly scheduled work day
- e. No more than eight (8) hours per month each for no more than five (5) Executive Board members for appropriate meetings. Requests for such leave shall be submitted in writing to the Office of Labor Relations at least one week in advance of the meeting
- f. Prior to bargaining for a successor collective bargaining agreement, the City shall provide paid release time for up to ten (10) bargaining unit members who are scheduled to work at the time of the session, to meet with the City and establish ground rules for the conduct of negotiations. Those ground rules shall include total number of representatives to be granted release time and whether compensatory time off shall be granted when bargaining takes place during non-working hours

Section 3. Unpaid Leave of Absence for Union Business. Should a member of this bargaining unit be elected to the position of President, Director or Secretary-Treasurer of Local 888, the City shall, upon request, permit him/her leave without pay for the period of such service to the union.

Subject to the operating needs of each department, each steward identified in Section 1 shall be entitled to three (3) days' leave without pay, each year for the purpose of attending Union conferences, trainings, and/or conventions. The Union shall provide two (2) weeks' prior notice to the Office of Labor Relations for stewards who seek leave to attend such conference and/or convention

Section 4. Access to Premises Representatives of the Union shall be permitted to enter the premises of any department at any reasonable time for the purposes of discussing or processing grievances, provided they do not interfere with the performance of duties, and provided that they give notice of their presence immediately upon arrival to the person in charge of such department. Only representatives of this Union shall be granted access to the premises to discuss wages, hours, and conditions of employment regarding persons covered by this Agreement

Section 5. Steward's Meetings No more than twenty (20) stewards shall be allowed release time with loss of pay for training and/or communication purposes for no more than two (2) hours per month per steward. Such release time is subject to the operating needs of the Department. Requests for such leave must be given in writing to the steward's supervisor outside the bargaining unit indicating the date, time and reason for the requested leave. The steward shall provide this request with reasonable notice

#### ARTICLE 18 - SAFETY AND HEALTH

Section 1. Both parties to this Agreement shall cooperate in the enforcement of

safety rules and regulations, and compliance with federal and state laws governing employee work environments. Complaints with respect to unsafe or unhealthy working conditions shall be brought immediately to the attention of the employee's supervisor and shall be a subject of grievance hereunder (The City's failure to adhere to federal or state laws shall not be the subject of grievance and arbitration.) At the Union's discretion, violation of this Article may be grieved initially at Step 3.

Section 2 The Municipal Employer and the Union shall establish three joint safety committees, each consisting of three representatives of each party, one committee at Frontage Road, one committee at City Hall and one committee at the Boston Police Department, for the purpose of promoting sound safety practices and rules, said committees shall meet once a month at mutually agreed upon time. The Union shall name its representatives. Each party shall prepare and submit an agenda to the other party one week prior to the scheduled meeting. It is agreed that the first item on the agenda for each meeting shall be a discussion of health and safety issues raised at the previous meeting. Paid release time will be granted for attendance at scheduled meetings of the joint committees, not to exceed three (3) hours per month per committee member. Any release shall be subject to the operating needs of the department.

The parties agree that health and safety issues relative to VDTs shall be an appropriate item for discussion by the Health and Safety committees.

Section 3 Any employee covered by this contract who is sent home because of exposure or suspected exposure to a communicable disease or infection shall not have the resulting absence used against him or her for any present or future disciplinary purpose.

Section 4. Technological Change

(a) The Union and the City recognize that there may be adjustments precipitated by the introduction of new technology to the City's workforce. To ease that adjustment, the Union and the City agree to work together during the introduction and implementation process. The Union and the Employer recognize that the introduction of technological change should have a positive impact on the quality of work life and job tasks of those who use the new technology.

Both parties recognize that the Union's role is purely advisory, and the City assumes final responsibility and authority.

In accordance with the City's desire to provide for a healthy and safe working environment, the City will make every effort to purchase and maintain quality and well-designed equipment.

The City will provide the Union and employees with prior notification of technological change and will involve the Union and the affected employees in the planning process. The City recognizes the value of work performed by its employees and will make an effort to prevent any undesirable consequences.

(b) The City agrees to meet with the Union to discuss any labor/management issues regarding these proposed changes. Such issues may include:

1. Planning the introduction of new equipment;
2. The introduction of new job classifications and any changes in current job classification or descriptions;
3. Training requirements and availability;
4. Health and safety considerations, including ergonomic factors;
5. Machine monitoring and/or machine pacing

No wages, benefits or fringes shall be reduced by the introduction of new technology to current job classification(s)

Pregnant employees who work on VDT systems may request temporary re-assignment within their job description or a comparable position, and be reassigned within two (2) weeks of notification to the immediate supervisor of the pregnancy and for the duration of the pregnancy. This request must be made in writing to the Appointing Authority with verification from the employee's physician

It is recommended that those employees who are assigned to operate various forms of new technology, i e , micro and mini computers, be allowed to rotate assignments, where possible, to avoid low productivity, eye strain, and other undesirable effects of these assignments

Consistent with the rest period benefit in Article 10, Section 7, VDT operators shall be required to take a break away from his/her screen of at least fifteen (15) minutes after two (2) hours of work on the terminal. In the event the normal work schedule does not provide a lunch or rest break every two (2) hours, the employee shall be assigned duties away from the VDT screen for fifteen (15) minutes after two (2) hours of break

(c) **EQUIPMENT**

Equipment purchased after the date of execution of this Agreement shall conform to "industry standards" and shall be equipped with a non-glare screen cover, brightness and contrast controls, and detachable keyboard and adjustable screens

An effort shall be made to install the equipment to ensure comfort, ease of use, and safety. Where possible, the City will install machines away from windows and in a properly lighted environment. Cleaning solutions and materials shall be provided by the Employer. Other forms of maintenance including monitoring for radiation shall be performed by qualified personnel on a regular basis. A record of such maintenance will be kept at each terminal and be available to the terminal user.

(d) **TRAINING**

Training which shall include instructions in the specific operations, special precaution and safety features, shall be provided during the introduction and implementation of new technology in the work place

No employee shall be required to work on equipment that he/she has not been trained to operate

Training shall be conducted by appropriate personnel, and a record of this training shall be maintained by each department

## ARTICLE 19 - MISCELLANEOUS

Section 1. Bulletin Boards 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 violation of this section shall entitle the Municipal Employer to disregard its obligations under this section.

Section 2. Separability 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 3. Uniforms The present practice with respect to supply of uniforms shall remain in force during this Agreement.

In individual departments Uniform Committees composed of no more than 2 Union and 2 Management representatives shall be established for the purpose of discussing uniform and work clothes problems; within 90 days from the execution date of this Memorandum of Agreement, the Union representatives shall report to the Union and the Management representatives shall report to the City's office of Labor Relations; thereafter the Union and the City's Office of Labor Relations shall continue to discuss uniform and work clothes problems in said report.

Section 4 Nothing in this Agreement shall prevent the City and the Union from discussing problems of mutual concern at the departmental level at any time during the life of this Agreement.

Section 5. Injury Through Act of Violence The City will support legislation to broaden the coverage of Chapter 800 of the Acts of 1970 to apply to bodily injury resulting from an act of violence of any person on the premises.

### Section 6. Employee 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/she has read such material by affixing his/her signature on the actual copy to be filed. Such signature does not necessarily indicate agreement with its contents, but merely signifies that the employee has read the material to be filed.
- (b) The employee shall have the right to answer any material filed and his/her answer shall be attached to the file copy.
- (c) Any employee shall have the right, on request at reasonable time, to examine all material in his/her personnel file which is neither confidential nor privileged under law, in the presence of an officer in the Personnel Office, and with a Union representative if requested by the employee. A copy of any such material shall be furnished the employee at his/her request.

Section 7. Insurance Benefits In the event that the General Court should amend the law to permit collective bargaining concerning the level of group insurance benefits, the Union will be given the opportunity, upon its request, to discuss group insurance benefits, including health and welfare plan, dental plan, optical plan, and

life insurance and medical care plans.

Under the direction and supervision of the Director of the Health Insurance Benefits Division of Administrative Services, a Union/Management advisory committee shall be established to investigate cost-containment programs and the possibility of expanding health benefits available to City employees. The report and work of the advisory committee are advisory only and not subject to Article 7 of this Agreement. The Union shall be entitled to three (3) members, with reasonable release time granted by the City, not to exceed one-half (½) work day per month, to participate in a meaningful way on the committee.

Section 8. Productivity In each department having employees covered by 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 the City services.

The formation of these committees in no way limits the rights of either the Union or the City as stated in this contract or under applicable law.

Section 9. Tuition Reimbursement The City agrees to administer the tuition reimbursement programs presently in existence at Boston City Hospital and the Administrative Services Department on a fair and equitable basis. Funds for tuition reimbursement are subject to the extent of appropriations made by the City for these programs, department needs and the existing City training policy. Funds for members of Local 888 shall be determined by the following equation:

$$M = 80\%T \times (\text{Local 888 Membership}) \\ \text{Total non-management employees}$$

M = Money available to Local 888 members  
T = Total reimbursement amount from programs in existence at Boston City Hospital and the Administrative Services Department

Effective July 1, 1985, a standing joint Education Committee, comprised of two (2) Union representatives and two (2) City representatives, shall establish procedural guidelines pertaining to, by way of illustration only, time period for applications, the selection among applicants, or other matters, and shall also continuously review the reimbursement programs and discuss new programs and review rejected reimbursement applications.

Effective July 1, 1985, the City of Boston will provide reimbursement for graduate and undergraduate level work (job related) in an accredited college or university upon satisfactory completion of the course as follows:

A = 75%

B = 60%

C = 45%

Pass/Fail course = 50% (applicant must pass course)

All other existing or modified policies and procedures administering tuition reimbursement will remain in force and effect except when they conflict with this Agreement, in which case the Agreement must prevail.

Section 10. Day Care There shall be a City/County advisory Labor/Management Committee whose purpose is to find outside sources of funding to implement a daycare center for children of employees. The committee shall consist of five

members of Management and five members of the Union. The Committee shall meet monthly and all Union members shall be granted paid release time to attend Committee meetings

The committee shall also consider the feasibility of implementing a salary reduction program for childcare expenses

The Committee shall also consider and recommend proposals and pilot programs regarding Dependent Care Assistance Programs

Section 11. Orientation The Employer shall provide orientation for new members of the bargaining unit during which a representative of the Union shall be permitted fifteen minutes to address new employees and provide materials. The City shall provide to the Union, upon request, copies of the orientation materials. On a monthly basis, the City shall provide the Union with a list of new employees hired into bargaining unit titles.

Section 12. Blood Donations Blood donation made solely to the Merino Pavilion shall be reciprocated by the granting of four (4) hours compensatory time off, which may be taken by the employee upon the approval of the employee's department head/supervisor and subject to the operating needs of the department. The compensatory time must be used within ninety (90) days of the actual donation or the time will be forfeited. The department head/supervisor may request verification from the Blood Donor supervisor prior to granting compensatory time.

Section 13. Performance Evaluation The City and the Union recognize the importance of improved productivity and performance in order to provide for the optimum level and highest quality of services for the City of Boston. Accordingly, the parties agree to the following Committee for the purpose of implementing and monitoring a performance evaluation system. The parties further agree that performance evaluations shall not serve as a basis for annual step increases nor shall they constitute discipline.

#### PERFORMANCE EVALUATION COMMITTEE

1. The City and the Union shall maintain a Committee consisting of three (3) Union and three (3) Employer representatives. This Committee shall monitor the implementation and continued use of the agreed-upon guidelines of a non-arbitrary Performance Evaluation System/Form.
2. The City's Human Resources Training Group shall work with the Committee in the development of a mandatory training program for all supervisors who utilize the PES.
3. Employees shall be evaluated no less than once a year.
4. Should any issues or concerns arise subsequent to the execution of this Agreement, either party may request to reconvene the Committee for the purpose of discussing said concerns.

#### EVALUATION INSTRUMENT

1. The City and the Union hereby agree to incorporate the PES form entitled "SEIU Local 888 Rating Guide" (Attached hereto) into the Agreement.
2. The parties agree to establish an internal Performance Evaluation Appeal.

Panel (Panel) comprised of the Director of the Office of Human Resources or his/her designee, the Appointing Authority or his/her designee (excluding the evaluator) and a Union representative. If an employee feels aggrieved by an evaluation, the employee or the Union may file an appeal to the Panel within fifteen (15) calendar days of the employee's receipt of the evaluation or such appeal rights shall be deemed waived. The Panel shall conduct a hearing to determine whether the evaluation was fair, reasonable and/or appropriate. The decision of the Panel and evaluation are not subject to grievance and arbitration.

Section 14. Health Benefit Committee There shall be established a committee consisting of an equal number of Union and Management representatives which shall examine and explore issues attendant to a Union Benefit Fund. If, not later than July 1, 1989, the City of Boston has not adopted a proposal arising from the deliberations undertaken by this committee, the Department of Health and Hospitals shall provide at Boston City Hospital, once per year, a free teeth cleaning for bargaining unit members and their immediate families (spouses and children).

Section 15. Position Study Committee The Union and the City agree to cooperate on a position study project administered by the Office of Personnel Management. The study shall consider, among other matters, issues of disparate salary treatment for women and minorities. Terms and conditions of employment for bargaining unit members may be modified only after negotiation with the Union.

Section 16. Health and Fitness The City and the Union acknowledge the need for affirmative measures to address the health and well being of City employees. Therefore, the parties agree to cooperate in the planning and implementation of programs and measures which encourage the health and longevity of all employees covered by this Agreement.

Section 17. 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.

Section 18. Reassignment When the City wishes to fill a position with a reassignment, the Union shall be given reasonable notice of such reassignment, which shall contain the title, grade, position description and the exact location of the position.

Section 19. Drug Testing In a joint desire to achieve and maintain a work force that is 100% drug free and in further recognition that the Boston Police Department has not yet achieved such goal, the parties hereby agree to incorporate Boston Police Department Rule 111, Substance Abuse Policy, excluding any and all references to the Annual Hair Testing program, and apply Rule 111 to all employees working in the Boston Police Department Operations Division.

Section 20. Upgrade and Reclassification Committee The parties agree to form a Joint Labor Management committee with the authority to examine job classification issues and to recommend upgrades and reclassifications.

The city and the Union may each have up to three (3) members on the committee. The committee shall form and commence meeting within ninety (90) days following execution of this agreement. The committee shall continue to meet for a maximum of six (6) months following its formation unless the parties mutually agree to continue meeting. The Committee may issue non-binding recommendations regarding the upgrades and reclassifications.

Section 21: GPS Technology Effective October 1, 2007, to improve deployment and supervision of departmental personnel and equipment, incident/service response times, and 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 shall bargain about the impacts, if any, resulting from its decision to implement such technology. The City will 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 equipment and vehicles upon which it intends to install GPS technology.

ARTICLE 20 - COMPENSATION

Wage Scales for all grades and steps are inserted at the end of the contract book

Section 1 The City agrees to pay the cash payment due employees within sixty (60) days after this written Agreement has been ratified by the Union, or else interest will accrue at the rate of eight percent (8%) per annum on all amounts due. The City agrees to implement the new salary rates on the effective dates or else interest will accrue at the rate of eight percent (8%) per annum on all amounts due.

Section 2. Night Shift Effective January 1, 1980, whenever in the course of his/her regular service an employee works a night shift, he/she shall be paid a night shift differential of twenty dollars (\$20.00) per week in addition to his/her regular pay. The term "night shift" shall mean a regular work shift four or more hours of which occur between 7:00 P.M. on one day and 8:00 A.M. on the next succeeding day except that in the Parks and Recreation Department and the Real Property Department it shall mean a regular work shift four or more hours of which occur between 6:00 P.M. on one day and 8:00 A.M. on the next succeeding day.

The current practice in the Municipal Police of a (\$1) one dollar per hour differential in addition to his/her regular pay for weeknights and a (\$2) two dollar per hour differential for weekend nights in addition to his/her regular pay shall continue.

Section 3. Mileage Effective January 1, 1980, mileage allowance shall be twenty cents (\$0.20) per mile. For employees in the Municipal Police only, if said employees are entitled to mileage reimbursement, mileage allowance shall be twenty-eight cents (\$0.28) per mile.

Section 4. Specialty Differential An employee employed in a position listed below shall receive, as his/her regular rate of compensation, the sum of ten dollars (\$10.00) plus the rate of compensation otherwise provided by Schedule B of the 1963 Plan. Effective the first pay period July 2007, an employee employed in a position listed below shall receive, as his/her regular rate of compensation, the sum of fifteen dollars (\$15.00) plus the rate of compensation otherwise provided by Schedule B of the 1963 plan, as amended:

<u>Position</u>	<u>Grade</u>
Drawtender	
R-14L	
Maintenance Mechanic (all trades)	R-9L
Maintenance Mechanic Foreman	
R-12L	
Maintenance Mechanic Helper	R-6L
Water Meter Repairman	R-7L
Working Foreman Water Service Repairman	R-9L
Police Department Medical Technologist	R-15&R-

	<p>16 Police Department Supervisory Medical Technologist R-19</p> <p>Effective the first pay period July 2007, an employee employed in a position below shall receive, as his/her regular rate of compensation, the sum of fifteen (\$15.00) plus the rate of compensation provided by Schedule B of the 1963 Plan, as amended:</p> <p>Police Department Communications Equipment Operator I R-11 Police Department Communications Equipment Operator II R-12 Police Department Chief Communication Equipment Operator I R-14</p> <p>Effective the first pay period in January 2002, an employee employed in a position listed below shall receive, as his/her regular rate of compensation, the sum of seventeen fifty (\$17.50) plus the rate of compensation otherwise provided by Schedule B of the 1963 Plan. Effective the first pay period July 2007, an employee employed in a position below shall receive, as his/her regular rate of compensation, the sum of twenty dollars (\$20.00) plus the rate of compensation otherwise provided by Schedule B of the 1963 plan as amended:</p> <p>Municipal Police Computer Operator N-16 Senior Computer Operator N-18 Shift Supervisor N-20 Senior Shift Supervisor N-21 Police Department Call Takers R-13</p> <p>Effective the first pay period July 2007, an employee employed in a position below shall receive, as his/her regular rate of compensation, the sum of twenty dollars (\$20.00) plus the rate of compensation otherwise provided by Schedule B of the 1963 plan as amended:</p> <p>Police Dispatcher R-17</p> <p><u>Section 5.</u> Employees, including the Manager of Security Operations, the Alarm Technician, and the Alarm Specialist, designated by their Deputy Director to be on-call shall receive a differential of fifty-six dollars (\$56.00) per week plus compensatory time for hours actually worked.</p> <p><u>Section 6. Compensation Grade Appeal</u> The City and 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.</p> <p>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 the 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 to increases in the volume of work or duties.</p>
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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 7 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 7 No moneys shall be paid under this Agreement unless and until the funds necessary to implement this Agreement have been appropriated. The provisions of Section 18 of Chapter 190, Acts of 1982, are incorporated into this Agreement.

Section 8 An employee with not less than one (1) year of service who is not a permanent employee shall be advanced to the step next higher in his/her pay grade, and thereafter shall automatically advance to the next higher step, if any, unless within the one (1) year period prior thereto, he/she failed a Civil Service examination without reasonable cause.

Section 9. Promotional Raises No employee shall lose pay upon promotion (e.g., when promoted from a position to which he/she had been provisionally promoted); nor shall any employee receive an increase in pay upon promotion of less than \$10.00 unless a \$10.00 increase would raise that employee's salary higher than the highest step in the grade to which he/she has been promoted, in which case the employee shall go to the highest step in such grade.

Section 10. Translator Differential Effective August 15, 1980, a bargaining unit employee other than a full-time translator, required to perform foreign language translations shall receive \$1.00 per hour specialty differential when assigned to perform translating duties. If convenient for payroll purposes, the City may pay said differential on a monthly basis. Employees shall be provided with a written assignment for such duties.

Section 11 All compensation adjustment letters (letters of special circumstances as defined in Section 9F and 9(F) (1) of the City of Boston's Compensation Plan) shall be posted on a bulletin board set up for that purpose in a convenient and public place at the Personnel Divisions in City Hall, Frontage Road and Boston Police Department.

Section 12. Weekend Differential Effective on the date of execution, or fourteen (14) days after the Union gives written notification of the ratification vote to the City, whichever comes sooner, there shall be a weekend differential of \$.25 for all regularly scheduled hours actually worked between the hours of Midnight Friday night and Midnight Sunday night. Effective July 1, 1983, this differential shall be \$ .50 per hour.

#### ARTICLE 21 - TRAINING AND CAREER LADDERS

Section 1. The Employer and the Union recognize the importance of training

programs, the development of career ladders, and seek here to establish a mechanism for generating such program recommendations and their implementations

Section 2. City-Wide Committee

- (a) The Employer and the Union agree to establish a City-wide Training and Career Ladder Committee consisting of three (3) people appointed by the Employer and three (3) people appointed by the Union. Such committee shall function continuously throughout the life of this Agreement.
- (b) The Training and Career Ladder Committee shall meet at regular intervals but in no event less than once per month at times and places agreed on by the Union and the Employer. The committee shall be charged with the formation, implementation and monitoring of training and educational programs.
- (c) All Union committee members shall be permitted four (4) hours of their work time per month to do committee work.
- (d) The committee shall complete a year-end review of the program and prepare a proposal for activities for the coming year.

Section 3. Currently Available Education Opportunities Nothing in this Article shall be interpreted to suggest that the Training and Career Ladders Committee may not recommend the continuation or improvement of training and educational opportunities currently available to the employees of the City.

Section 4. Funding.

- (a) The City shall allocate \$30,000.00 (Thirty Thousand) per year to the committee to fund this project.
- (b) The Union and the City agree to cooperate in seeking outside funding for the training and career ladder programs.

ARTICLE 22 - EMPLOYER PROVISION OF INFORMATION

Section 1. The City shall be required to provide the Union with the following information, if feasible, for bargaining unit employees:

- (a) Every month, a list of all employees new to the bargaining unit, date of employment, classification, grade level, source of funding and department.
- (b) Every six months, a list of all employees who have been terminated.
- (c) A list of employees in each department/agency by title listed within each title in order of date of employment. Such lists shall be updated every year.

The City shall provide to the Union upon request, no more than three times a year, a position control summary for each city department.

Section 2. Where the City has been providing such information to the Union at more frequent intervals, the information shall continue to be furnished at such intervals.

ARTICLE 23 - INSURANCE

Section 1. 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 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 a 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 2. Health Insurance The City's contribution to group hospitalization premiums shall be as follows:

- (a) 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%.
- (b) 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%.
- (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 health maintenance organizations shall be 85%. The employee's rate of contribution for all approved and authorized health maintenance organizations shall be 15%.
- (e) 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%.
- (f) Adoption of M.G.L. Chapter 32B § 18.

The following three paragraphs are effective October 1, 2007:

- 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) If the City enters into any voluntary agreement with any of the City's other municipal unions, except for Water and Sewer and the teachers, and if that particular union receives a lower share of health insurance premium cost at any point of the last year of our contract, then we will re-open the contract with regards to the employee contribution to the HMO and POS premium Effective only through the life of the contract

Section 3. 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 24 – DURATION OF AGREEMENT

Except as otherwise provided herein, this 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

In witness whereof, the City of Boston and SEIU Local 888, hereto have caused the Agreement to be signed, executed and delivered on the 4<sup>th</sup> day of May, 2007

#### SIDE LETTER: TECHNOLOGICAL CHANGE

The Union may inform the City's Office of Labor Relations of the department and title of any clerical position which the Union believes has been altered in terms of responsibility, difficulty or accountability by the introduction of computer technology to such a degree that a change in compensation is warranted. The City's Personnel Division shall promptly evaluate the position, using the evaluation process now in effect, to determine if the position is properly compensated, and shall notify the Union of the result of the evaluation within ten (10) working days of its completion. The City intends to complete the evaluation process within fifteen (15) days of receipt of a job description, signed by both the employee and the

Appointing Authority

SIDE LETTER: UPGRADES

The following positions in the Boston Police Department, Mounted Unit shall be upgraded, step for step, effective January 1, 1997, as follows:

Hostler: from an R-7 to an R-9;  
Working Foreman Hostler: from an R-8 to an R-10;  
General (chief) Foreman: from an R-10 to an R-12

SIDE-LETTER: MUNICIPAL POLICE DEPARTMENT EMPLOYEES

For the purpose of shift bidding and vacation bidding within the Municipal Police Department, seniority within the Department/Unit shall be the determining factor, with city-wide seniority being the tie-breaker

SIDE-LETTER: PENDING COMPENSATION GRADE APPEALS

The parties agree that notwithstanding the language contained in Article 20, section 8, above, four (4) Compensation Grade Appeals filed under the 1996-1999 collective bargaining agreement shall proceed to arbitration pursuant to Article 7, section 4 of the agreement. The four (4) CGAs to proceed shall be selected by the Union. The Union shall notify the City's Office of Labor Relations of the selected CGAs no later than 30 days after the ratification of this Agreement.

SIDE-LETTER: TO ACTIVATE THE POSITION DESCRIPTION COMMITTEE

The parties agree that upon the execution of this Agreement they shall begin to utilize Article 19, section 19 "Position Study Committee" to review the compensation and classification grades of Union titles not subject to the provisions of Article 20, section 8

SIDE-LETTER: DRAWTENDERS

The City agrees that employees holding the title "Bridge Drawtender" are members of SEIU, Local 888

SIDE-LETTER: CUSTODIAN CLASSIFICATIONS:

The parties agree that upon the execution of this Agreement they shall commence negotiations over the appropriate compensation and classification grade of the Custodian title in the Property Management Department, presently in the grades of R-6L and R-8L. The parties further agree that such negotiations shall last no longer than forty-five (45) days.

SIDE-LETTER: FORM 30S

Within thirty (30) days from the execution of this Agreement, the City shall provide the Union with any and all Form 30s for bargaining unit titles as well any other pertinent information with respect to job descriptions

#### SIDE-LETTER: POLICE OPERATIONS

In full and final resolution of all outstanding Compensation Grade Appeals over Boston Police Department, Operations Division titles, the parties agree as follows:

1 The Union shall withdraw with prejudice all pending Compensation Grade Appeals and any related grievances, if any, over Boston Police Department, Operations Division titles and agrees that all Operations Division titles are properly graded as of the execution of this Agreement;

2 The Boston Police Department, Operations Division shall be broken down into the following titles and grades:

- Police Clerk Typist  
R-9
- CEO I - (NIU)  
R-11
- CEO II - (Support Staff including, but not limited to, Channel 8, SCU, Tow, and Stolen Cars)  
R-12
- CEO III - (9-1-1 Call Taker)  
R-13
- CCEO - (Senior Call Taker, Trainer)  
R-14
- CCEO II (Head Trainer)  
R-15

The Department shall draft job descriptions for all of the above titles, which shall include reference to all relevant certification requirements

3 Pursuant to the promotion process described in Article 12 of the parties' collective bargaining agreement, placement of employees into appropriate titles on the Career Ladder will be done by the Department on the basis of qualifications and abilities, as determined by the Department. All employees placed into the above titles will be expected to perform duties consistent with their job descriptions and training. All employees placed at higher grades pursuant to qualifications and abilities will be placed at a step consistent with Article 20, Section 11 of the parties' collective bargaining agreement ("\$10 Rule");

4. All employees working in the Police Department's Operations Division as of the execution of this Agreement shall be placed in a title with a grade no lower than R-12 and a step consistent with Article 20, Section 11 of the parties' collective bargaining agreement ("\$10 Rule");

5. All employees with at least fifteen (15) years of experience with the Boston Police Department, Operations Division as of the execution of this Agreement shall be placed or "red circled" at the R-14 grade. The parties agree that all employees "red circled" at R-14 will be placed at a step consistent with Article 20, Section 11 of the parties' collective bargaining agreement ("\$10 Rule"). The parties further agree that all other current employees, subsequent promotions and new hires will be placed into titles on the Career Ladder pursuant to the promotion process described in Article 12 of the parties' collective bargaining agreement;

6 Current bargaining unit members who are selected to fill the Police Clerk Typist (R-9) title shall be "red circled" at the R-13 grade. The parties agree that all employees "red circled" at R-13 will be placed at a step consistent with Article 20, Section 11 of the parties' collective bargaining agreement ("\$10 Rule");

Upgraded employees shall be placed on the compensation scale pursuant to the twenty (20) year rule where applicable;

7 The Department shall endeavor to place all current employees into one of the titles listed in paragraph 2, above, no later than ninety (90) days after execution of the attached Memorandum of Agreement. In any event, any employee placed into such title after that date shall be entitled to retroactive wages equal to the difference between their current wage and the amount they would have made had they been placed into such new title ninety (90) days after said execution;

8 The parties agree to meet, discuss and negotiate over making entry-level qualifications for the CEO titles stricter, subject to grandfathering of employees currently in CEO titles;

9 The terms of this Agreement shall not be utilized as a basis and/or comparison for any other SEIU, Local 888 units for the purpose of determining levels of compensation and/or pending or future Compensation Grade Appeals

#### SIDE LETTER: UPGRADES AND STEPS

This agreement is made under Chapter 150 E of the General Laws, by and between the City of Boston ("City") and the Clerical-Technical Bargaining Unit of Local 888, Service Employees International Union, AFL-CIO ("SEIU" or "Union")

1. Effective August 1, 2006 the City shall upgrade all bargaining unit members employed in positions graded at salary grade 9 or lower by one (1) salary grade (within the \$10.00 rule)

2. Effective September 30, 2006, the City shall eliminate step 1 in all grades on the "R" and "N" salary scales for SEIU Local 888 Clerical-Technical Bargaining Unit members. Any bargaining unit member employed at Step 1 on September 30, 2006 shall be placed at Step 2 of the same salary grade. This placement shall not adversely affect their movement to the next step.

3. Effective September 30, 2006, the City shall create a new full step 4% above the previous top step at the top of the salary scale for the SEIU Local 888 Clerical-Technical bargaining unit members.

#### SIDE LETTER: HOUSING FUND

This Agreement is made under Chapter 150E of the General laws, by and between the City of Boston, ("the City") and Local 888, Service Employees International Union, AFL-CIO ("SEIU" or "Union"). This Agreement shall jointly apply to all SEIU Local 888 Bargaining units within the City of Boston.

The City of Boston and SEIU agree to create and administer a housing trust fund to assist lower paid SEIU employees with the high cost of housing in the City of Boston.

	<p>The parties shall make every effort to allow lower paid SEIU members employed by the Public Health Commission and by the Boston School Department to participate in the Housing Trust Fund established hereunder. The participation of said employees shall depend on the parties' determination as to whether such participation is lawful, if such impediment exists</p> <p>1 Upon execution of the trust fund document by the parties, the City shall make a one-time contribution of five hundred thousand (\$500,000) dollars to establish the trust fund.</p> <p>2 Thereafter, during the life of the trust, the City shall provide further contributions to the trust fund, equal to 5 cents per hour worked per employee</p> <p>3 SEIU and the City shall jointly administer the trust fund subject to a trust agreement to be executed by the parties</p> <p>4. The parties agree to create a joint committee to negotiate the rules by which the trust fund shall be administered (for example, the beneficiaries of the trust fund and the nature and extent of the benefits(s) bestowed)</p> <p>5. The parties agree that only employees who must and/or actually reside within the City of Boston benefit from the housing trust fund</p>
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