

CITY OF BOSTON
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 888
ELDERLY COMMISSION

This Memorandum of Agreement (“Agreement”) is made pursuant to Massachusetts General Laws Chapter 150E between the City of Boston (“City”) and the Service Employees International Union, Local 888, Elderly Commission (“SEIU”).

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

ARTICLE 19 – MISCELLANEOUS

Amend Section 15: 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.

Add New Section 16: GPS Technology. 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.

Add New Section 17: Reasonable Suspicion Drug and Alcohol Testing. In a joint desire to achieve and maintain a workforce that is 100% drug free, the parties agree that all personnel shall be subject to a reasonable suspicion drug testing to be conducted by a provider independent of the City. The Department will establish and adhere to written collection and testing procedures. These procedures shall be fair and reasonable so as to ensure the accuracy and integrity of trust and process. The Union, should it so request, shall meet with the Department in order to discuss issues relative to the collection and testing process. The written collection and testing procedures shall be established and implemented within sixty (60) days of execution of this Agreement by the Mayor. The sixty (60) day time period may be extended by mutual agreement. In the event the parties are unable to agree upon written collection and testing procedures within sixty (60) of execution of this Agreement by the Mayor, the Department shall have the right to implement written collection and testing procedures.

ARTICLE 20 – COMPENSATION

Base wage increase as follows:

FY08	Effective First Pay Period Oct. 2007	2.5% base wage increase
FY09	Effective First Pay Period Oct. 2008	3% base wage increase
FY10	Effective First Pay Period Oct. 2009	2.5% base wage increase

Effective the first pay period in January 2008 all employees will receive a one (1) time increase in the amount of one hundred fifty dollars (\$150.00) to their annual base wage.

Amend Section 2: Mileage.

From: “the mileage allowance shall be thirty-one cents (\$.31) per mile for duly authorized employees who utilize their personal vehicle to perform Commission business.”

To: “ the mileage allowance shall be the **IRS rate** for duly authorized employees who utilize their personal vehicle to perform Commission business.”

Add New Section 7. Clothing Allowance.

The City agrees to pay an annual clothing allowance of fifty dollars (\$50.00) for all employees of the Commission who are required to wear staff shirts and restricted clothing to Special Events. This allowance will be paid annually during the first pay period of October for the life of the contract.

ARTICLE 23 – INSURANCE

Amend Section 2. Health Insurance. The City’s contribution to all group hospitalization premiums shall be as follows:

- A.** 75% of total monthly premium for the indemnity plan selected by the employer, including Blue Care Elect Preferred or equivalent coverage;
- 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.**
- 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.

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 parties hereto have caused their names to be subscribed as the duly authorized officers and representatives on this 25th day of May, 2007.

For the City of Boston:



 Thomas M. Menino, Mayor

For Service Employees International Union,
 Local 888:



 Susana Segat, President, SEIU 888

Lisa C. Signori

Lisa C. Signori,
Chief Financial Officer

Shanna Weston

Shanna Weston, City of Boston Coordinator,
SEIU 888

John Dunlap

John Dunlap, Director
Office of Labor Relations

Egbert Dumba

Vivian Leonard

Vivian Leonard, Director
Office of Human Resources

Lorraine Capozzi

Marie Barry
Cornel McManus

Approved as to form:

William Sinnott

William Sinnott,
Corporation Counsel

AGG