

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF BOSTON
AND
THE OFFICE OF PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 6, AFL-CIO**

EFFECTIVE JULY 1, 1996

EXPIRES JUNE 30, 1999

This Agreement made pursuant to chapter 150E of the General Laws between the City of Boston and the Office of Professional Employees International Union, Local 6, AFL-CIO modifies the terms of the Collective Bargaining Agreement between the parties covering the period of July 1, 1993 - June 30, 1996 which was executed on March 8, 1995. Except as amended herein, this Memorandum of Agreement carries forward and preserves the terms and conditions contained in the Agreement effective July 1, 1993 and except as otherwise stated herein, these amendments shall be effective as of the date of the execution of the Memorandum by the Mayor of the City of Boston.

ARTICLE X, HOURS OF WORK AND OVERTIME:

Section 12

Amend the second and third sentences to read: "Said schedules shall be bid once per year. Bids shall be processed and implemented by October 1 of each year."

ARTICLE XI, TEMPORARY SERVICE IN A LOWER OR HIGHER POSITION

Section 4

Delete the word “relatively” in the first sentence and insert the word “substantially”. The first sentence shall read: “When there is no existing Civil Service list for the position to be filled temporarily, the selection of an employee to perform temporary service in a higher position shall be made on the basis of qualifications and ability; and where qualifications and abilities are substantially equal, seniority shall be the determining factor ”

ARTICLE XIV, SICK LEAVE

New Section 10

Add the following new Section 10: “An employee in his/her probationary period who experiences a medical emergency in his/her immediate household relating to him/herself, spouse or child, may request in writing a sick leave advance to the Commissioner of his/her designee, and shall include medical documentation as requested by the Commissioner. The Commissioner may, at his/her discretion, authorize an advance of paid sick time accrued on a pro-rata basis. In no event may an amount more than the employee has accrued on a pro-rata basis be authorized.”

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

ARTICLE XVII, MISCELLANEOUS

New Section 16, Productivity Incentive Committee

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

ARTICLE XVIII, COMPENSATION

Section 1

A.) Effective July 3, 1996 increase the existing base wages by three (3%) percent:

B.) Effective July 2, 1997 eliminate the twenty-five (\$25.00) dollar Constable Differential, contained in Section 2, and the ten (\$10.00) dollar Specialty Differential in Section 12, by rolling this thirty-five (\$35.00) into the wage scale reflected below:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
16A	596.10	618.55	641.90	666.16	691.40	717.46	744.98	773.37
	<i>01</i>							
17A	641.90	666.16	691.40	717.46	744.98	773.37	802.90	865.20
18A	717.46	744.98	773.37	802.90	833.63	865.20	898.79	969.27

Effective July 2, 1997 increase this new scale by three (3%) percent;

C.) Effective July 1, 1998 adjust the scale by three (3%) percent.

D.) Effective June 30, 1999, add a new Step 9 to the 16A scale. Additionally, add a new Step 8 within the 17A & 18A scales moving the existing Step 8 to Step 9.

New steps are reflected below.

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
16A									853.29
17A								882.27	
18A								988.05	

Employees on the 16A Step 8 will advance to the new Step 9 if, as of June 30, 1999 they had been on Step 8 for over one (1) year. All other employees will advance to the new step pursuant to the existing procedure on their Step increase date.

Section 2:

Amend the present section to reflect the agreement that constable certification is a component of the job and that the differential was rolled into the base salary

“The parties agree that all bargaining unit members must be certified as a constable as part of their regular duties and responsibilities. The assignment of constabulary duties shall remain at the discretion of management. The parties recognize that this obligation arose through bargaining and that the differential that existed as of July 1, 1997 was rolled into the base wages.”

Section 4:

Effective July 1, 1998 travel allowance for employees on those days on which they are required by the Department to use their own automobiles shall be increased from ten (\$10 00) dollars to eleven (\$11 00) dollars per day

Section 7:

The City of Boston will provide group health insurance for all eligible individuals and families as may be required by M.G.L. ch. 32B, as amended. The City may change or modify the plans and benefits, and may add or subtract plans in accordance with Chapter 32B.

The City's contribution shall be as follows:

- a.) seventy-five percent (75%) of the total monthly premiums for any other approved and authorized health insurance plan the City is required to provide;
- b) ninety percent (90%) of the total monthly premiums of all approved and authorized HMO insurance plans.

Section 12:

Effective July 2, 1997, delete existing Section 12 as the differential was rolled into the base and create the new Section 12.

“a.) Effective July 1, 1997 the City shall allocate two thousand dollars (\$2,000.00) to fund job related training and education as authorized and approved by the Appointing Authority.

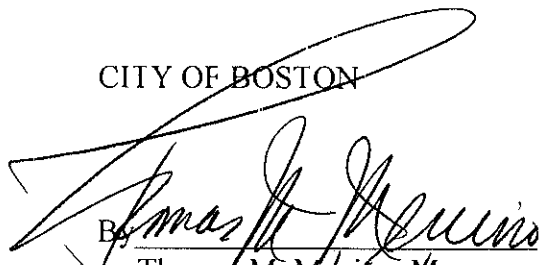
b) Effective July 1, 1998 the City shall allocate two thousand dollars (\$2,000.00) to fund job related training and education as authorized and approved by the Appointing Authority.”

ARTICLE XIX, DURATION OF AGREEMENT

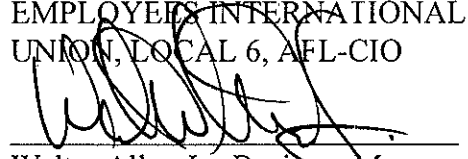
Except as otherwise provided herein, this Agreement shall take effect as of the date of execution and shall continue in force to and including midnight on June 30, 1999, but in no event thereafter. On or after March 15, 1999, the Union and the City may notify the other of the terms and provisions it desires in a successor agreement. The parties shall proceed to negotiate with respect thereto. Notification under this section shall be accomplished by the Union delivering a copy of its proposals to the Office of Labor Relations or vice versa.

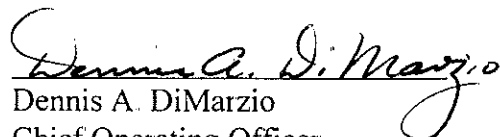
In witness whereof, the parties hereto have caused their names to be subscribed as the duly authorized officers and representatives on this 29th day of Oct, 1997.

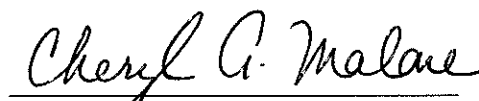
CITY OF BOSTON

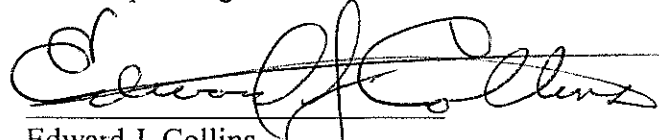

By Thomas M. Menino
Thomas M. Menino, Mayor
Date: 10/29/97

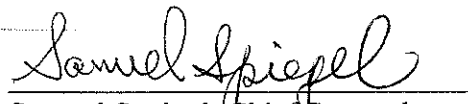
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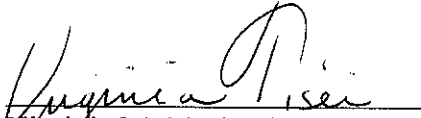

Walter Allen Jr.
Walter Allen Jr., Business Manager

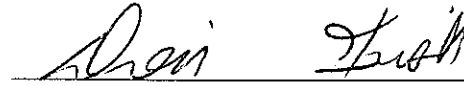

Dennis A. DiMarzio
Dennis A. DiMarzio
Chief Operating Officer

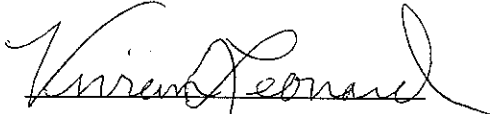

Cheryl A. Malone
Cheryl A. Malone, Business Agent

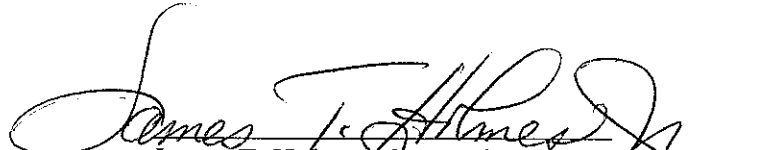

Edward J. Collins
Edward J. Collins
Chief Financial Officer

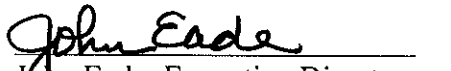

Samuel Speigel
Samuel Speigel, Chief Steward


Virginia M. Tisei, Director

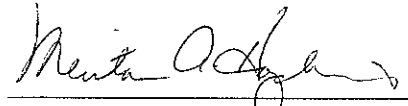

Dion S. Irish, Steward


Vivian Leonard, Director
Office of Human Resources


James T. Holmes, Steward


John Eade, Executive Director
Inspectional Services Department

APPROVED AS TO FORM:


Merita A. Hopkins
Corporation Counsel

Date: _____