

MEMORANDUM OF AGREEMENT
Between the City of Boston and the
Municipal Police Patrolmen's Association
(2007 to 2010)

This Agreement is made pursuant to Chapter 150E of the General Laws by and between the City of Boston (hereinafter "the City", or "the Municipal Employer"), and the Municipal Police Patrolmen's Association ("MPPA" or "the Union").

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

Article I, Persons Covered by this Agreement

Language change:

Section 1. Delete reference to the title of "patrol officers".

(Side-note: The City and the Union will each designate one (1) representative to integrate the collective bargaining agreement and to review the integrated agreement and ensure that the elimination of the term "patrol officer" does not impact the other terms and conditions of employment of the members).

Article 1A Residency

Delete existing language in its entirety and replace with the following:

"As of the effective date of this Agreement, 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) consecutive years of active service from date of hire with the City of Boston, bargaining unit members will be exempted from the Residency Ordinance".

Article VIII: Grievance and Arbitration

Delete existing language of Section 1 and replace with the following:

"Section 1. Only matters involving the question of whether the Municipal Employer is complying with the express provisions of this Agreement shall constitute grievances under this Article. The written grievance shall include:

- A. Name(s) and position(s) of the grievant or grievants;
- B. A statement of the grievance and the facts involved;
- C. The corrective action requested;

Article X: Stability of Agreement

Modify Section 1 as follows:

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

Article XI, Sick Leave and Personal Days:

Section 2:

Revise the second paragraph of Section 2 so that it now reads as follows:

“The Union agrees to support the Department’s efforts to minimize or eliminate excessive or patterned absenteeism and sick leave abuse. Accordingly, for each absence for which sick leave is claimed in excess of three absences per quarter of the calendar year, the Department may require a signed statement from a physician, nurse practitioner or other health care provider, confirming the necessity for each such absence. In addition, the appointing authority may request a letter at reasonable intervals for extended absences occasioned by illness or injury”.

Add a new Section 12 entitled “Sick Leave Buyback at Retirement”, to read as follows: “Upon the retirement of an employee pursuant to the regulations of the State-Boston Retirement Board, the City shall redeem a percentage of the employee’s accrued but unused sick leave payable to the employee. The City shall redeem no more than twenty (20 %) of the total accumulated sick leave at the employee’s rate of pay at the time of retirement to a maximum of one hundred and twenty five (125) days.”

Article XII, Vacation Leave

Section 5:

Delete and replace with the following:

“If during the vacation eligibility year (January 1 to December 31), the employment of an employee who has actually worked for the Municipal Employer for six (6) months in the aggregate since January 1 of the preceding year, and who is entitled to vacation leave under Section 2, Section 3 or Section 4 of this Article, is terminated for a reason other than death or retirement, such employee shall be paid wages representing earned but unused vacation time”.

Article XV, Compensation

Section 1. Salary Schedule.

Increase contractual base wages as follows:

Effective the FPP in July of 2007, provide a 2.5 % base wage increase;

Effective the FPP in July of 2008, provide a 3 % base wage increase;

Effective the FPP in July of 2009, provide a 2.5 % base wage increase;

Effective the FPP in January 2008 all bargaining unit employees will receive a one (1) time lump sum increase in the amount of one hundred and fifty dollars (\$ 150.00) to their annual base wage.

Section 4. Specialty / Education Pay Incentive

Eliminate subsections 4(a) through 4(e): Academy Pay and Education Incentives.

Section 6. Dental / Vision benefit:

Delete current language and replace with the following:

“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 VIII (Grievance Procedure) of the collective bargaining agreement.”

Add a New Section 7: “Bi-weekly Compensation / Direct Deposit.

“All members of the bargaining unit shall be required to receive his or her bi-weekly compensation via direct deposit, if such arrangement has not already been made. The City will provide at least 30 calendar days notice to the Union prior the change from paying employees weekly to paying employees bi-weekly”.

Article XVIII, Uniforms & Equipment

Section 1. Uniforms / Clothing.

Increase the amount of the annual uniform allowance by fifty dollars (\$ 50.00), i.e., from \$ 550.00 annually to \$ 600.00 annually. (Accordingly, the two equal payments shall be in the amount of \$ 300.00 each)

Article XVIII, Cont'd

Section 2. Equipment — Eliminate the language after the phrase, “as determined by the operating needs of the City” so that Section 2, as rewritten, reads as follows: “The City shall, at its expense, furnish employees covered by this Agreement with and replace equipment as needed, as determined by the operating needs of the City”.

Article XXIII Employee Files

Section 1. Currently reads: “No material derogatory to an employee’s conduct, service, character or personality shall not be placed in the personal files unless the employee has had an opportunity to read the material, and the right to answer any material filed (his answer to be attached to the file copy).

Change to: “No material derogatory to an employee’s conduct, service, character or personality shall be placed in the personnel files unless the employee has had the 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 content, but merely signifies that the employee has read the material to be filed. The employee shall have the right to answer any material to be filed and his/her answer shall be attached to the file copy.

Article XXVIII, Miscellaneous.

Section 5. Insurance.

1. **Effective January 1, 2008** the City shall cease to offer Master Medical to bargaining unit members. On January 1, 2008 the City shall offer the indemnity PPO known as Blue Care Elect Preferred, or equivalent coverage. The City’s rate of contribution for the indemnity PPO shall be 75%. The employee’s rate of contribution shall be 25%.
2. **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%.
3. **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%.
4. **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%.

5. **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%.

6. **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

Add new Section 5A entitled, "Health Insurance Opt-Out".

Effective July 1, 2008, bargaining unit members declining the City's health insurance benefit shall be eligible for a continuing annual opt-out insurance benefit pursuant to the City's health insurance policy. Those bargaining unit members shall receive fifteen hundred dollars (\$1,500) annually for opting-out of an individual plan or twenty-five hundred dollars (\$2,500) annually for opting-out of a family plan under the above-mentioned policy.

Eligibility:

To participate, employees must have been enrolled or be currently enrolled in medical coverage through the City of Boston for a year and have dropped the coverage; 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, the Boston Wager & Sewer Commission, or the Boston Public Health Commission;
- b. A private plan;
- c. A plan offered through a second employer (if you have another job that provides health care benefits); or

- d. A retiree health plan from an employer other than one of the City of Boston groups.

Employees must remain eligible for health insurance to participate in the Health Insurance Opt-out program. Employees seeking to receive the family plan Opt-out payment must provide proof of their eligibility for family coverage at the time such employees seek to participate in the Opt-out program and annually thereafter. Employees who are no longer eligible for family plan coverage will be eligible for the individual plan Opt-out benefit.

Section 8A. Delete subsection "H" (regarding M.G.L. c. 41 § 111F)

Section 10. Sick Leave Bank Committee. –

Add the following:

There shall be established for all members of the City bargaining unit an extended sick leave bank which shall be administered by the office of Human Resources, established and utilized according to the following procedures:

A. To be eligible for membership an employee must have completed his/her initial probationary period (one year) and must have voluntarily donated one (1) sick day per year to the extended sick leave bank during the enrollment period. An employee may donate up to three (3) days per year to the extended sick leave bank during the enrollment period, but in any event must donate no less than one (1) day per year to be enrolled. In lieu of any cash redemption upon retirement from the City, an employee may elect to donate his/her percentage redemption to the extended sick leave bank. These donated days shall be deducted from accumulated sick leave but shall not be considered sick leave for the purposes of monitoring sick leave usage or annual redemption of 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.

B. Enrollment in the extended sick leave bank will be open from January 1 to January 31 of each year. The Office of Human Resources will distribute the information and authorization forms to employees at least (30) days prior to the enrollment period.

C. The Sick Leave Bank Committee will be responsible for the review of sick leave compensation time to be withdrawn from the extended sick leave bank. The committee will be comprised of three (3) representatives appointed by the City and (3) representatives appointed by the Union. Members of the committee shall be granted reasonable paid time off pursuant to Article 15A. Providing that the balance in the bank is sufficient, the committee shall have the authority to grant up to thirty (30) days of sick leave to an employee per calendar year (Jan. 1 to Dec. 31) and shall make a determination on each application for additional sick leave within ten (10) working days of receipt of documentation required by the committee. The Committee may extend for an additional

thirty (30) day period the grant for additional leave, and in no event shall such leave exceed sixty (60) days in total. Decisions of the committee with respect to eligibility and entitlement shall be final, and shall not be the subject of grievance or arbitration. In the event that there is a tie vote on any application, the request for use of time shall be granted.

D. Application for leave to be withdrawn from the extended 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 Human Resources 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 Human Resources, may request additional medical information from the employee's department which may be relevant to the committee's deliberations. The Office of Human Resources 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 from the bank. The Office of Human Resources 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 or injury which prevents the employee's immediate return to work;
- 4) The employee shall submit to the committee a fully completed Certification of Health Care Provider.

The committee may require additional medical information or documentation prior to making a decision on any application. Sick leave which is granted but unused shall revert into the extended sick leave bank upon an employee's return to work or death. No employee who is granted sick time shall be allowed to redeem any unused portion pursuant to section 8 of this Article.

Add a new Section 13 as follows:

Section 13. "GPS Technology

To improve the Department's deployment and supervision of personnel, to decrease incident/ service response times, to protect its property and increase employee safety, the City intends to install GPS or other similar technology on its equipment and vehicles. By

making this proposal, the City offers to bargain about the impacts, if any, resulting from its decision to implement such technology. The City shall also provide the Union with written notice thirty (30) calendar days prior to such installation. In its written notice to the Union, the City shall identify the types of equipment and types of vehicles within which it intends to install GPS technology”.

The union withdraws all grievances, arbitrations, appeals from arbitration awards, and unfair labor practice charges filed on or before December 31, 2006.

Article XXIX, Duration of Agreement

Modify the dates of the Duration provision to reflect a three-year contract extending from July 1, 2007 to June 30, 2010.

In witness hereof, the City of Boston and the MPPA have caused the Agreement to be signed, executed and delivered on the 2nd day of APRIL, 2008

The City of Boston,

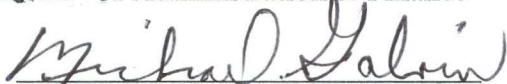


Thomas M. Menino, Mayor



Lisa C. Signori,

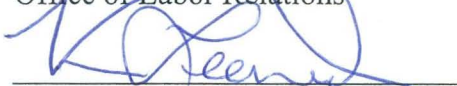
Director of Administration & Finance



Michael Galvin, Chief of Public Property

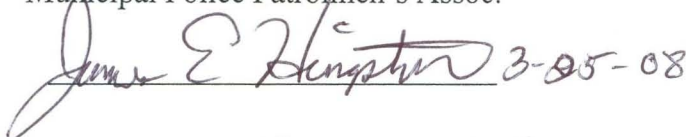


John Dunlap, Director
Office of Labor Relations



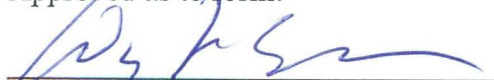
Vivian Leonard, Director
Office of Human Resources

Municipal Police Patrolmen's Assoc.

 3-25-08

 03-25-08

Approved as to form:



William Sinnott, Corporation Counsel

(RTB)