

MEMORANDUM OF AGREEMENT

between the

MUNICIPAL POLICE SUPERIOR OFFICERS' ASSOCIATION

and

THE CITY OF BOSTON

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 Superior Officers' Association ("MPSOA" or "the Union").

This Memorandum of Agreement supplements and amends the Collective Bargaining Agreement effective July 1, 2005 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, 2005 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

In Section 1 delete "a) All sergeants and lieutenants in the Property Management Department, and b)" such that the revised section reads as follows:

"The City recognizes the Municipal Police Superior Officers' Association as the exclusive representative for purposes of collective bargaining relative to wages, hours, and other conditions of employment for all security employees employed by the City, including all supervisors of security and senior supervisors of security in the Property Management Department".

(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 titles "sergeants" and "lieutenants" does not impact the other terms and conditions of employment of the members).

Article II Residency

Delete existing language and side letter and replace with the following:

"Effective upon ratification and approval, 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 IX: Grievance and Arbitration

“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 XI: 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 XII: Sick Leave and Personal Days

In Section 2, which currently states:

“For periods of five (5) consecutive working days or more, the Appointing Authority may require satisfactory evidence in the form of a physician’s certificate or nurse practitioner’s statement for the necessity of such absence”

Change the “five (5)” to “three (3)” and add the following:

“The Employer may require an Employee to obtain a medical letter from his/her medical provider if, in the judgment of the Employer, the employee’s use of sick leave is excessive or patterned, i.e. if the Employer has a reasonable basis for questioning the legitimacy of claimed sick leave absences, regardless of the number of days of absence

In Section 9, “Personal Days”, delete only the first paragraph of this section (the second paragraph remains as is) and replace that first paragraph with the following sentence:

“Every employee who has completed his probationary period shall be eligible for four (4) personal days, to be taken in the calendar year, which personal days shall not be charged to accumulated sick time”.

Article XXI: Uniforms and Equipment

Upon the effective date of the Agreement, the parties agree to a one time increase by fifty dollars (\$ 50.00) annually to the uniform allowance, so that the annual uniform allowance will be increased from seven hundred dollars (\$ 700.00) to seven hundred and fifty dollars (\$ 750.00).

Such that the first paragraph of Section 1 shall read as follows:

“Section 1 Uniforms / Clothing. Each employee shall receive an annual uniform / clothing allowance of Seven Hundred and Fifty (\$ 750.00) Dollars, in two (2) equal cash installments of \$ 375 each, the first such installment to be paid to each employee prior to the second pay day in July of each year and the second such installment to be paid to each employee prior to the second pay day in December of each year”.

Article XIII, 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 XXIII: Other Leaves of Absence.

Section 4 Bereavement Leave

Edit Paragraph 1 and Replace with the following, paragraph 2-3 remain the same.

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 and 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 these days must be days upon which the employee is regularly scheduled to work. Leave without loss of pay under this paragraph shall not be deducted from sick leave or vacation leave. In the event of a death in the immediate family of an employee not entitled to leave without loss of pay under this Section, leave for such purposes may be granted at the discretion of the Department.

Article XXVI: Miscellaneous.

Section 4. Group Health Insurance.

Keep existing language and add the following:

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.

Add a new Section 8 regarding Worker's Compensation injuries as follows:

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 upon receipt of notice from the City's Worker's Compensation Division that the employee's benefits have been terminated (attached as Appendix I). 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 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.

Add a new Section 9 as follows:

"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”.

Article XXVII, Compensation

Section 1. Salary Schedule.

Increase contractual base wages as follows:

Effective the FFP in October of 2007, provide a 2.5 % base wage increase;
Effective the FFP in October of 2008, provide a 3.0 % base wage increase;
Effective the FFP in July of 2009, provide a 2.5 % base wage increase;

Section 4. 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.”

Section 7. Add to the Section concerning Bi-Weekly Payroll (from last round), the following language concerning Direct Deposit:

“Union members shall submit to their department head sufficient information for the City to automatically register each member for direct payroll deposit.”

Education Pay Incentive

Eliminate Educational Incentives pay.

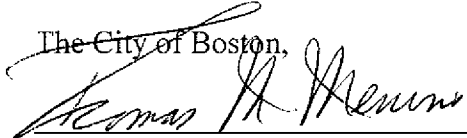
The union withdraws all grievances, arbitrations, appeals from arbitration awards, and unfair labor practice charges filed on or before December 31, 2006.


Article XXVIII, Duration of Agreement

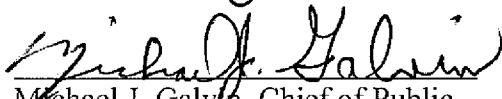
Modify the dates of the Duration provision to reflect a three-year contract extending from July 1, 2007 to June 30, 2010.

In witness hereof, the City of Boston and the MPSOA have caused the Agreement to be signed, executed and delivered on the 16 day of April, 2008

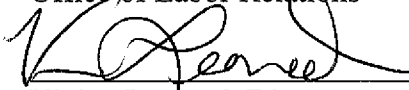
The City of Boston,


Thomas M. Menino, Mayor

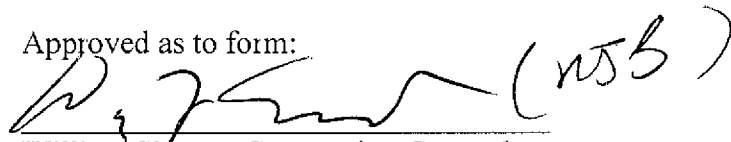

Lisa C. Signori,
Director of Administration & Finance


Michael J. Galvin, Chief of Public
Property

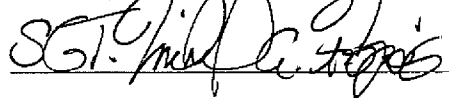

John Dunlap, Director
Office of Labor Relations

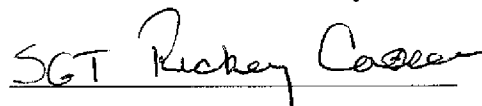

Vivian Leonhard, Director
Office of Human Resources

Approved as to form:

 (WSB)
William Sinnott, Corporation Counsel

Municipal Police Superior Officers Assoc.


SGT. Paul C. Lopez


SGT Richey Caskey


Sgt K. O'Connell

APPENDIX I

By First-Class Mail

DATE

EMPLOYEE'S NAME
LAST KNOWN ADDRESS
LKA

Re: Return to Work Order

Dear NAME:

Since DATE, you have been absent from your position as a POSITION in the DEPARTMENT, under claim of an on-the-job injury. However, on DATE, you were notified that your worker's compensation benefits were being terminated as of DATE. Accordingly, you are hereby ordered to report to work no later than DATE.

This letter is being sent by the personnel division of the DEPARTMENT and is not related to any communications that you or your attorney may be engaged in with the City's Worker's Compensation Division.

Therefore, if you do not return to work on DATE, then it is your responsibility to complete ALL of the following steps:

- Contact your Departmental Personnel Officer and discuss your status (i.e., whether you plan to appeal the termination of your workers comp Benefits, etc.) with him or her; AND
- Produce sufficient documentation for your continued absence.

If you do not complete all of the above steps within fourteen (14) days after receiving this letter, then the Department may consider you to have voluntarily separated yourself from employment.

Again, if you do not notify your Department that you intend to appeal the termination of your worker's compensation benefits and you do not intend to request a medical or other leave of absence, then you must report to work on DATE. Failure to do so shall constitute an unauthorized absence and shall be grounds for discipline, up to and including termination. Also, continued failure to report to work may increase the discipline that you may receive for your unauthorized leave.

Please contact me at (617)343-XXXX should you have any further questions.

Sincerely,

DEPT. PERSONNEL OFFICER

cc: Union Representative
Employee's Supervisor
Personnel File