

MEMORANDUM OF AGREEMENT
BETWEEN
CITY OF BOSTON AND
NATIONAL CONFERENCE OF FIREMEN AND OILERS, LOCAL 3
2007-2010 CBA

This Memorandum of Agreement entered into by and between the City of Boston hereinafter called the ("City" or "Municipal Employer") and the National Conference of Firemen and Oilers, Local 3, AFL-CIO called ("Union" or "NCFO, L3") 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 to the July 1, 2006 – June 30, 2007 collective bargaining agreement.

Except as expressly amended herein, this Memorandum of Agreement carries forward and preserves the terms and provisions of the July 1, 2006 – June 30, 2007 collective bargaining agreement. This agreement is effective July 1, 2007 through June 30, 2010. The provisions of this Memorandum of Agreement are effective upon execution by the Mayor of the City of Boston and approval by City Council unless specifically stated otherwise.

ARTICLE XV – OTHER LEAVES OF ABSENCE

Amend Section 4. Bereavement Leave as follows:

Eliminate 1st Paragraph of Section 4 and Replace with the following:

Section 4. Bereavement Leave. In the event of the death of a spouse, father, father-in-law, mother, mother-in-law, brother, sister, child, 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 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 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 burial.

ARTICLE XVII – MISCELLANEOUS

Add New Section 13. 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 14. Life Insurance.

In accordance with Massachusetts General Law, the City provides five thousand dollars (\$5,000) basic life insurance for each employee. The City pays fifty percent (50%) of the premium for this benefit. Effective January 1, 2008, the City will provide an additional five thousand dollars (\$5,000) of life insurance. The employer will pay fifty percent (50%) of the premium for this additional life insurance. The employee will pay the remainder of the premium. This additional life insurance product shall be discontinued when the enrollee ceases to be a member of the bargaining unit.

Add new Section 15. 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 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. Employee 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 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.

ARTICLE XIX – COMPENSATION

Amend Article XIX, Section 1 as follows:

FY07 Effective the first pay period of July 2007-- 2.5% base wage increase

FY08 Effective the first pay period of July, 2008-- 3% base wage increase

FY09 Effective the first pay period of July, 2009--2.5% base wage increase

Section 9. Health Insurance. The City's contribution to all group hospitalization premiums shall be as follows:

(replace paragraphs A and B and add paragraphs C through F)

- A. **Effective January 1, 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%.
- B. **Effective January 1, 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%.
- C. **Effective January 1, 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 January 1, 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%.
- E. **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%.
- 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.

ARTICLE XX – DURATION OF AGREEMENT

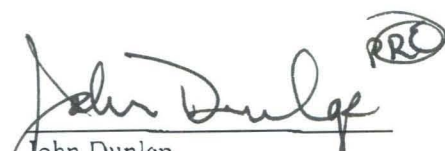
Modify dates to reflect a duration of July 1, 2007 – June 30, 2010.

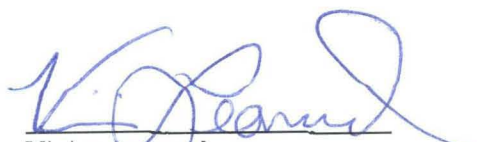
In witness whereof, the City of Boston and National Conference of Firemen of Firemen, Local 3, have caused the Agreement to be signed, executed and delivered on the 9th day of May, 2007

CITY OF BOSTON:



Thomas M. Menino
Mayor


Lisa C. Signori
Chief Financial Officer


John Dunlap
Director, Office of Labor Relations

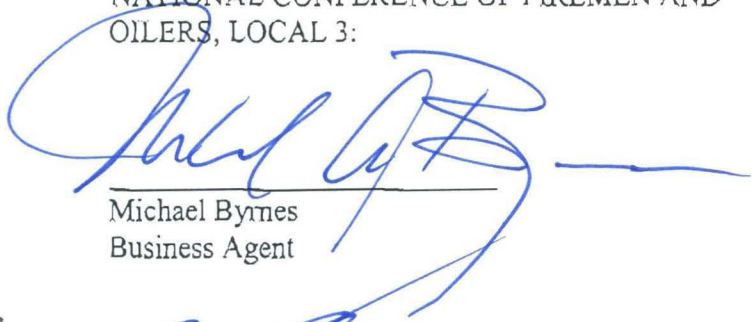

Vivian Leonard
Director, Human Resources


Approved as to Form:

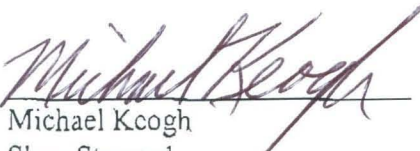

William Sinnott, Esq.



NATIONAL CONFERENCE OF FIREMEN AND
OILERS, LOCAL 3:


Michael Byrnes
Business Agent


Edmund Gabriel
Assistant Business Agent


Michael Keogh
Shop Steward