

CITY OF BOSTON

AND

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION

LOCAL 6, AFL-CIO

CBA 2007-2010

This Memorandum of Agreement ("Agreement") is made pursuant to Chapter 150E between the City of Boston ("City") and the Office and Professional Employees International Union, Local 6, AFL-CIO ("OPEIU").

The Memorandum of Agreement supplements and amends the Collective Bargaining Agreement effective July 1, 2006 through June 30, 2007. Except as expressly provided below, the parties agree that the following 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 X. HOURS OF WORK AND OVERTIME

Add new paragraph as follows:

Where the City agrees that a valid complaint of a violation in the distribution of overtime exists, the City shall offer the next available overtime opportunity within thirty (30) days of the complaint, or the eligible individual shall be granted a cash payment equal to the amount of money he/she would have earned if not improperly bypassed for overtime.

ARTICLE XVII – MISCELLANEOUS

Delete Section 6 and Replace with the following:

Section 6. Residency.

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) years of consecutive full-time service with the City of Boston, bargaining unit members will be exempted from the Residency Ordinance.

Amend Section 11. paragraph (b) Weekly On-Call Pay

(b) An on-call allowance of one hundred and fifty dollars (\$150.00) for each week he or she is on-call. To be eligible for the on-call allowance an employee must be available to work at all times during his scheduled on-call week.

Add new Section 18. 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 19. Health Insurance Opt-Out.

Effective July 1, 2007, 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 during the Open Enrollment period. For employees who have previously dropped a City of Boston health plan, they must have been enrolled in a City of Boston health plan for at least one year at some point during their employment and provide updated proof of other coverage during the open enrollment period as prescribed below.

Employees are eligible for the payment if they have coverage under another plan. Employees must show proof of coverage annually. 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, 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.

Add new Section 20. GPS Technology

To improve 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. 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.

It is understood that disciplinary actions against or excessive monitoring of City employees is neither the primary purpose, nor an intended result of the implementation of GPS or other similar technology. To that end, any disciplinary action which is based in any part upon a GPS finding or report must also be based on independent facts and justification which comport with the "just cause" standard in ARTICLE VI, Section 1 of the collective bargaining agreement.

Add new Section 21. Post-Accident Drug and Alcohol Testing

Effective July 1, 2007, the parties agree to incorporate the post-accident drug and alcohol testing provision of the City's Drug Testing Policy for members of the bargaining unit who operate a City vehicle as follows:

Employees who are involved in an accident, while operating a City owned vehicle, shall be subject to an alcohol and drug test following the accident whenever:

1. the accident involved a fatality; or
2. an individual suffered a bodily injury that required immediate medical treatment away from the scene of the accident and the employee received a citation for a moving traffic violation arising from the accident; or
3. one of the vehicles involved in the accident was towed away from the scene and the employee received a citation for a moving traffic violation arising from the accident.

A reportable accident does not include:

- a. an occurrence involving only boarding and alighting from a stationary motor vehicle; or
- b. an occurrence involving the loading or unloading of cargo

Although testing will never delay necessary and immediate medical treatment, testing should be performed as soon as possible following the accident.

City's Responsibility: The City shall provide employees with necessary post-accident information, procedures and instructions before the employee operates a City vehicle to enable employees to comply with the post-accident testing requirements. The City is responsible for adhering to the following timeline.

<u>Time Lapsed</u>	<u>Action Required</u>
2 hours	ALCOHOL- If the employee has not submitted to an alcohol test at this time, the City of Boston shall prepare and maintain on file a record stating the reason a test was not promptly administered.
8 hours	ALCOHOL- Cease attempts to administer alcohol test and prepare and maintain record described above.
32 hours	DRUGS- If the employee has not submitted to a drug test at this time, the City of Boston shall cease attempts to administer the test and prepare and maintain on file a record stating the reason a test was not promptly administered.

Employee's Responsibility: An employee is obligated to follow the post-accident instructions supplied by the City and to see that the alcohol and/or drug tests are conducted.

- An employee who is subject to a post-accident test must remain available for testing. An employee who leaves the scene before the test is administered or who does not make himself/herself readily available may be deemed to have refused to be tested and such a refusal shall be treated as a positive test.
- Further, the employee must submit to an alcohol test within eight (8) hours following the accident. During the eight (8) hour period following the accident, the employee must refrain from consuming alcohol for eight (8) hours or until the employee submits to an alcohol test, whichever comes first.
- Likewise, the employee must submit to a drug test within thirty-two (32) hours following the accident.

Under the Influence of Alcohol or Drugs shall be defined as the presence of a measurable amount which is .04% or higher of alcohol in the blood, or a verified positive drug test result, at levels specified by the Substance Abuse and Mental Health Services Administration.

Controlled Substance is any drug included in Schedules I through V, as defined by Section 802(6) of Title 21 of the United States Codes [21 USC 802(6)], the possession of which is unlawful under Chapter 13 of that title. The term does not include the use of

prescribed drugs which have been legally obtained and are being used for the purpose for which they were prescribed

ARTICLE XVIII – COMPENSATION

Amend Section 1 as follows:

- (a)

FPP FY08	2.5% base wage increase
FPP FY09	3% base wage increase
FPP FY10	2.5% base wage increase

- (b) *Upon ratification, the City agrees to pay a 2% retroactive amount from July 1, 2006 through October 21, 2006.*

Amend Section 4 as follows:

Effective July 1, 2007, Travel allowance for employees on those days on which they are required by the Department to use their own automobiles shall be increased from eleven dollars and fifty cents (\$11.50) per day to thirteen dollars and fifty cents (\$13.50) per day.

Amend Section 7 as follows:

(replace paragraphs a and b and add new paragraphs A 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.

Amend Section 8 as follows:

Add new sentence.

The distribution of the tuition reimbursement fund will follow the procedures in the Memorandum of Agreement signed February 28, 2007, attached to the end of this agreement.

Amend paragraph (a) and (b) as follows:

- (a) **The City agrees to fund** *replaces "The commissioner agrees to request in next year's Department budget"*
- (b) **Upon** *replaces "Commencing in the second year of this Agreement, upon"*

ARTICLE XIX – DURATION OF AGREEMENT

Except as otherwise provided herein, the 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 hereof, the City of Boston and OPEIU Local 6 have caused the Agreement to be signed, executed and delivered on the 27th day of March, 2007

CITY OF BOSTON:

OPEIU, LOCAL 6:

Thomas M. Merino
Thomas M. Merino, Mayor

Dennis A. DiMarzio
Dennis A. DiMarzio
Chief Operating Officer

Lisa C. Signori
Lisa C. Signori
Chief Financial Officer

John Dunlap
John Dunlap, Director
Office of Labor Relations

Vivian Leonard
Vivian Leonard, Director
Office of Human Resources

Tracy L. Monahan
Tracy L. Monahan
Senior Business Agent

Evangeline Maxwell-Davis
Evangeline Maxwell-Davis

Approved as to form:

William Sinnott 3-23-07
William Sinnott
Corporation Counsel