

MEMORANDUM OF AGREEMENT

BETWEEN

CITY OF BOSTON

AND

BOSTON TYPOGRAPHICAL UNION, LOCAL 13

2007-2010 CBA

This Memorandum of Agreement entered into by and between the City of Boston hereinafter called ("City" or "Municipal Employer") and the Boston Typographical Union, Local 13 hereinafter called ("Union" or "Local 13") 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 October 1, 2006 -- September 30, 2007 agreement.

Except as expressly amended herein, this Memorandum of Agreement carries forward and preserves the terms and provisions of the October 1, 2006 -- September 30, 2007 collective bargaining agreement. The provisions of this Memorandum of Agreement are effective upon execution by the Mayor of the City of Boston unless specifically stated otherwise.

ARTICLE XIV – COMPENSATION

Amend Article XIV, Section 1 as follows:

- (a) **FY07 Effective First Pay Period October 2007 2.5% base wage increase**
FY08 Effective First Pay Period October 2008 3% base wage increase
FY09 Effective First Pay Period October 2009 2.5% base wage increase
- (b) Upon ratification the City agrees to pay a 2% retroactive amount from October 1, 2006 through January 20, 2007.

Section 2. 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 October 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 XVII - SICK LEAVE/ PERSONAL LEAVE

Section 5. Dental/Vision.

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 7 (Grievance Procedure) of the collective bargaining agreement.

Section 9. Sick Leave Redemption at Retirement/Death Effective October 1, 2007 modify the City's redemption from twenty-five percent (25%) of the total accumulative unused sick leave at the employee's final rate of pay to thirty percent (30%).

ARTICLE XX – MISCELLANEOUS

Add new Section 12. 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 13. Health Insurance Opt-Out.

Effective October 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 in medical coverage through the City of Boston for at least one year and drop the coverage during the Open Enrollment period. For employees that 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.

ARTICLE XXII - RESIDENCY

Delete Article XXII and Replace with the following:

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

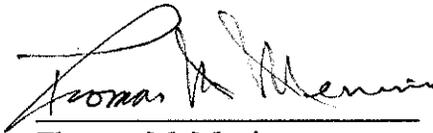
ARTICLE XXV - DURATION OF AGREEMENT

Modify dates to reflect a duration of October 1, 2007 – September 30, 2010.

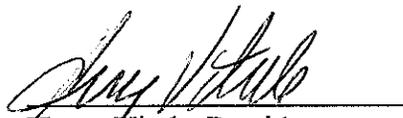
In witness whereof, the City of Boston and the Boston Typographical Union, Local 13 have caused the Agreement to be signed, executed and delivered on the 9th day of July, 2007.

City of Boston:

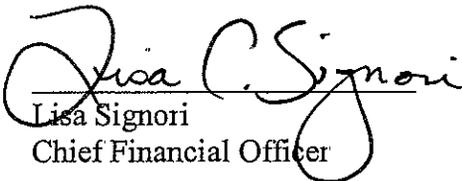
BTU, Local 13:



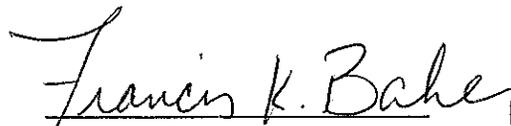
Thomas M. Menino
Mayor



Henry Vitale, President
BTU, Local



Lisa Signori
Chief Financial Officer



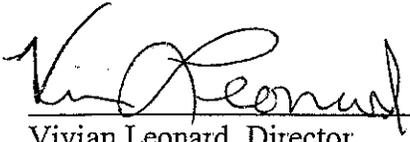
Francis Baker,
Shop Delegate



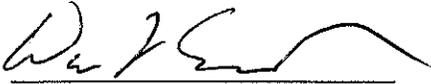
John Dunlap, Director
Office of Labor Relations



Edward Martin,
Representative



Vivian Leonard, Director
Human Resources



William Sinnott, Esq.
Corporation Counsel

