

**MEMORANDUM OF AGREEMENT (“Agreement”)
BETWEEN
The City of Boston**

AND

Boston Police Patrolmen’s Association

**Regarding the City of Boston Policy: Vaccine Verification or Required Testing for
COVID-19
September 15, 2021**

WHEREAS, the City of Boston (hereinafter the “City”) and Boston Police Patrolmen’s Association (hereinafter the “Union”) are parties to a collective bargaining agreement; and

WHEREAS, on or about August 12, 2021, the City issued to the Union a Notice of Contemplated COVID-19 Testing/COVID-19 Vaccine Mandate; and

WHEREAS, the City and the Union have engaged in good faith negotiations associated with the City of Boston Vaccine Verification or Required Testing for COVID-19 Policy (hereinafter the “Policy”) requiring that City employees verify their vaccination status; and further requiring that any employee who does not verify that they are fully vaccinated submit proof every seven (7) calendar days of a negative COVID-19 screening test. A copy of the Policy is attached hereto.

NOW THEREFORE, the Parties hereby agree as follows:

1. **Vaccine Verification or Required Testing for COVID-19:** The Union agrees to accept the Policy in which all covered employees of the City shall be required to verify their vaccination status; and any employee who does not verify that they are fully vaccinated will be required to submit proof every seven (7) calendar days of a negative COVID-19 screening test. The Union further agrees that the City has satisfied all of its bargaining obligations under M.G.L. c. 150E associated with implementation of the Policy. However, the Union fully reserves its right to bargain over any mandate to obtain a COVID-19 booster shot in the future.
2. **COVID-19 Sick Leave:** The Parties agree that upon execution of this Agreement, the City shall re-establish a balance of ten (10) work days (not to exceed 80 hours) of COVID-19 sick leave, as provided for in the City’s Temporary COVID-19 Leave Benefits, for each Union employee (this Agreement does not provide for a COVID-19 sick leave balance in excess of ten (10) work days/80 hours of COVID-19 sick leave as currently provided for in the City’s Temporary COVID-19 Leave Benefits). Further, the Parties agree that on the anniversary of the effective date of the Policy, and annually thereafter, the City shall re-establish a balance of ten (10) work days (not to exceed 80 hours) of COVID-19 sick leave for each Union employee for each year that the Policy remains in effect (this Agreement does not provide for a COVID-19 sick leave balance in

excess of ten (10) work days/80 hours of COVID-19 sick leave as currently provided for in the City's Temporary COVID-19 Leave Benefits).

Expiring June 30, 2022, Union employees who: (1) are fully vaccinated, or who have a documented and approved medical or religious accommodation and are in compliance with submitting weekly negative COVID-19 tests; (2) exhausted the 10 days of COVID-19 Leave referenced in paragraph 2 above; and (3) test positive for COVID-19, may receive up to ten (10) additional work days (not to exceed 80 hours) if they provide signed medical documentation that they are COVID-19 positive.

3. **No Practice or Precedent:** The parties agree that this Agreement shall not be used to demonstrate a practice or create a precedent for any other matter.
4. **Waiver of Rights:** The Union agrees not to grieve, appeal, or otherwise challenge the provisions of this Agreement or the Policy via the Parties' collective bargaining agreement, through the contractual grievance, through the Department of Labor Relations, or in any other forum, except to enforce its terms.
5. **M.G.L. c. 41, s. 111F:** Nothing in this agreement diminishes the City's rights or any employee's rights with respect to M.G.L. c. 41, s. 111F.
5. **Severability:** If any term(s) or provision(s) of this Agreement shall be held to be invalid or unenforceable for any reason by a court of competent jurisdiction, the validity or enforceability of the remaining terms and provisions shall not be affected, and such invalid and/or unenforceable term(s) and/or provision(s) shall be deemed modified to the extent necessary to make it or them enforceable.
- 6.

Agreed to on the date(s) indicated below.

City of Boston

Union

Date: _____

Date: _____