

AGREEMENT

between

CITY OF BOSTON

and

**BOSTON NEWSPAPER PRINTING PRESSMEN'S UNION NO. 3
COMMERCIAL DIVISION 67**

FORMERLY

(GRAPHIC ARTS UNION NO. 67)

Effective: October 1, 2003

Expiring: September 30, 2006

(PRESSMEN)

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AGREEMENT

THIS AGREEMENT made under Chapter 150E, of the General Laws, by and between the City of Boston, hereinafter called “the City” or the “Municipal Employer”, acting by and through its Mayor, and Commercial Division 67 of the Boston Newspaper Printing Pressmen’s Union, Local 3, hereinafter called “the Union”,

WITNESSETH

WHEREAS the above-cited statutory provisions grant to employees of political subdivisions of the Commonwealth the right to bargain collectively with their Municipal Employer; and

WHEREAS the parties to this Agreement desire to establish a state of amicable understanding, co-operation and harmony; and

WHEREAS the parties to this Agreement consider themselves mutually responsible to improve the public service through the creation of increased morale and efficiency;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties mutually agree as follows:

ARTICLE I

RECOGNITION

The City recognizes the Union as the exclusive bargaining agent with respect to rates of pay, hours of work and other conditions of employment for employees employed in the Printing Section of the Purchasing Division of the City’s Administrative Services Department in the

following classifications:

Cylinder Pressman,
Offset Pressman,
Offset Press and Camera Operator,

and excluding all other employees.

ARTICLE II

NONDISCRIMINATION AND AFFIRMATIVE ACTION

Section 1. The City and the Union agree not to discriminate against any employee because of race, color, religion, creed, ancestry, national origin, military status, sex, sexual orientation, age disability, handicap, parental status, marital status, union activity and membership or non-membership in the Union. The City and the Union agree to apply the concept of affirmative action consistent with the terms of the Agreement.

ARTICLE III

PAYROLL DEDUCTION OF UNION DUES

In accordance with the provisions of Section 17A, Chapter 180, of the General Laws (Chapter 740 of the Acts of 1950), accepted by the City Council of the City of Boston on January 15, 1951, and approved by its Mayor on January 17, 1951, union dues shall be deducted weekly from the salary of each employee who executes and remits to the City a form of authorization for payroll deduction of union dues. Remittance of the aggregate amount of dues deducted shall be

made to the Union's Treasurer as soon as practicable following the period for which dues are deducted.

ARTICLE IV

PAYROLL DEDUCTION OF AGENCY SERVICE FEE

Section 1. Pursuant to G.L. c. 150E, s. 12, to assure that employees covered by this Agreement shall be adequately represented by the Union in bargaining collectively on questions of wages, hours and other conditions of employment, the Collector-Treasurer of the City shall deduct from each payment of salary made to each such employee during the life of this collective bargaining Agreement and pay over to the Union, the exclusive bargaining agent of such employee, as an agency service fee, an amount equal to the weekly Union dues deduction from the salary of individual employees, which amount is equal to the amount required to become a member and remain a member in good standing of the exclusive bargaining agent. The Union certifies that this Agreement is formally executed pursuant to a vote of a majority of all employees in the bargaining unit.

Section 2. The Union agrees to indemnify the City for damages or other financial loss which the City may be required to pay or suffer by an administrative agency or court of competent jurisdiction as a result of the City's compliance with Section 1 of this Article.

ARTICLE V

MANAGEMENT RIGHTS

Section 1. Except as limited by the express terms of this Agreement, the Municipal Employer shall not be deemed to be limited in the performance of the regular and customary functions of municipal management, and reserves and retains all powers, authority and prerogatives including, without limitation, the exclusive right of the appointing authority to hire, promote, assign, transfer, suspend, discipline, discharge, layoff, and recall personnel; to establish, create, revise, and implement reasonable work rules and regulations; to establish positions and job descriptions and the classifications thereof; to reclassify existing positions based on assigned duties and responsibilities; to schedule work as required, to study and use, introduce, install, new or improved methods, systems, facilities and/or equipment; to determine methods, processes and procedures by which work is to be performed; to schedule and assign work; and in all respects to carry out the ordinary and customary functions of municipal management. The enumerated rights in this Article are not to be construed as a limitation of management's rights, but rather, an illustration of the nature of the rights inherent in management.

Section 2. Subcontract Clause. The City reserves and retains the right to contract out work or subcontract out work to fair shops. Pursuant to the exercise of such right, no employee shall be laid off if there is available work in the same position or in a similar position which he is qualified to fill and is eligible to fill under Civil Service law and rules.

Section 3. Should the City decide to utilize alternative and/or new methods and/or equipment which affects the volume of bargaining unit work the parties shall meet and bargain the impact of Management's decision.

ARTICLE VI

DISCIPLINE AND DISCHARGE

Section 1. The discipline and discharge of an employee whose office or position is classified under Civil Service law and rules shall not be a subject of grievance or arbitration hereunder, except as specifically provided otherwise in Section 2 of this Article. The Union shall have the right to represent any such employee at any Civil Service proceeding.

Section 2. Any dispute as to whether the City acted arbitrarily, capriciously or unreasonably with respect to the discharge or other discipline of an employee serving under a provisional appointment to a permanent position, with more than six months of continuous active provisional service, shall be a subject of grievance and arbitration hereunder.

Section 3. It is understood and agree that the City's failure or refusal to request authorization from Civil Service to extend provisional appointment beyond its original term or beyond any previously authorized extension thereof, shall not constitute discharge or other discipline hereunder and shall not be a subject of grievance or arbitration.

Section 4. An employee whose office or position is neither classified nor deemed to be classified under Civil Service law and rules and who has completed his six-month probationary period, shall not be discharged except for just cause. Any period or periods during the first six (6) months of service for which an employee is not paid (including as little as one (1) day) shall extend the probationary period by that amount of time.

Section 5. No foreman shall be subject to fine, discipline or expulsion by the Union for any action while in the performance of his duties as foreman.

ARTICLE VII

GRIEVANCE PROCEDURE

Section 1. Only matters involving the question whether the Municipal Employer is complying with the express provisions of this Agreement shall constitute grievances under this Article.

Section 2. Grievances shall be processed as follows:

Step #1. The Union representative, with or without the aggrieved employee, shall present the grievance orally to the employee's immediate supervisor outside of the bargaining unit, who shall attempt to adjust the grievance informally.

Step #2. If the grievance is not settled at Step #1, it shall be presented in writing to the appointing authority or his delegate in the department in which the aggrieved employee serves. The appointing authority or his delegate shall schedule a hearing on the grievance within three (3) working days after he receives it and shall issue his written answer thereto within three (3) working days after the hearing.

Step #3. If the grievance is not resolved at Step #2 within six (6) working days, the grievance may be submitted to the City's Office of Labor Relations which shall schedule a hearing within ten (10) working days after it receives the grievance. Conducting the hearing shall be one or more of the staff of the Office of Labor Relations. In addition, the City's committee to hear grievances may include such other persons as the Office of Labor Relations may from time to time designate.

Step #4. If the grievance is not resolved at Step # 3 within fifteen (15) working days, the Union, and only the Union, may submit the grievance to arbitration. The arbitrator shall be selected by the mutual agreement of the parties. If all the parties fail to agree on the selection in the first instance, the American Arbitration Association shall be requested to provide a panel of arbitrators from which a selection shall be made. Expenses for the arbitrator's services shall be shared equally by the parties. The parties agree in principle to use the expedited arbitration procedure of the American Arbitration Association whenever feasible.

Section 3. Written submissions of grievances at Step #2 shall be in not less than triplicate, on forms to be agreed upon jointly, and shall be signed by the representative of the Union filing the grievances. If a grievance is adjusted at any step the grievance procedure, the adjustment shall be noted on the grievance form and shall be signed by the Municipal Employer's representative and the Union representative reaching the adjustment. At any step of the grievance procedure where no adjustment is reached, the grievance form shall bear a notation that the grievance is unsettled, shall be signed by the Municipal Employer's representative and the Union representative then handling the grievance, and shall be referred to the next step in the grievance procedure as provided herein.

Section 4. A grievance shall be deemed waived if:

- (a) not presented in writing at Step #2 within ten (10) working days of the occurrence, or failure of occurrence, whichever may be the case, of the incident upon which the grievance is based;
- (b) not presented at Step #3 within ten (10) days after presentation at Step # 2;
- (c) not submitted to arbitration within forty-five (45) days after presentation at Step #3.

(See Step #4, Section 2 of this Article.) "Submission to arbitration" means a letter to the American Arbitration Association, postage prepaid, postmarked within the 45-day period, with a copy to the Office of Labor Relations.

Section 5. A written list of Union stewards and other representatives in each department shall be furnished to the appointing authority immediately after their designation, and the Union shall notify the appointing authority of any changes.

Section 6. Any incident which occurred or failed to occur prior to the effective date of this Agreement shall not be the subject of any grievance hereunder.

Section 7. The arbitrator hereunder shall be without power to alter, amend, add to, or detract from the language of this Agreement. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall submit in writing his decision within thirty (30) days after the conclusion of testimony and argument, or as soon as practicable thereafter, unless extended by mutual consent. The arbitrator shall have no power to recommend any right or relief for any period of time prior to the effective date of this Agreement.

Section 8. Any matter which is subject to the jurisdiction of the Civil Service Commission or any Retirement Board established by law shall not be a subject of grievance or arbitration hereunder.

ARTICLE VIII

FAIR SHOP

It is agreed that the observance of this contract establishes the Municipal Employer as a fair shop according to the Union's interpretation of that phrase, and the Union agrees to furnish the employer, who so requests, a properly signed and authenticated statement which may be used to refute erroneous rumors or assertions to the contrary, wherever or however they may arise, while this Agreement is in effect.

The Municipal Employer agrees that it will not render production assistance to any employer whose plant is struck by a local of the Graphic Communications International Union or where the members of said locals or the Graphic Communications International are locked out

and accordingly agrees that in implementation of this purpose the employees covered by this contract shall not be required to handle any work farmed out directly or indirectly by such employer other than work which the Municipal Employer herein customarily has performed for the employer involved in such strike or lock-out.

ARTICLE IX

NO-STRIKE CLAUSE

Section 1. No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, or withholding of services. The Union agrees that neither it nor any of its officer or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown, or withholding of services.

Section 2. Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, or withholding of services, the Union shall forthwith disavow any such strike, work stoppage, slowdown, or withholding of services and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the Municipal Employer, the Union shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown, or withholding of services and to return to work forthwith.

Section 3. In consideration of the performance by the Union of its obligations under Section 1 and Section 2 of this Article, there shall be no liability on the part of the Union nor of its officers or agents for any damages resulting from the unauthorized breach of the agreements contained in this Article by individual members of the Union.

ARTICLE X

STABILITY OF AGREEMENT

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 parties hereto.

Section 2. The failure of the Municipal Employer or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Municipal Employer or of the Union to future performance of any such term or condition, and the obligations of the Union and the Municipal Employer to such future performance shall continue in full force and effect.

ARTICLE XI

HOURS OF WORK

Section 1. The regular work week for employees of the Municipal Printing Department covered by this Agreement shall be 37 ½ hours. The regular workday shall be 7 ½ hours commencing to no earlier than 7 A.M. and ending no later than 6 P.M. with one-half hour for lunch.

Section 1(a). Second Workshifts. The City at its discretion may establish a second work shift when and so long as it deems such workshift appropriate, however the duration of such a shift shall not be for less than two consecutive weeks. The regular workweek for employees who work the second workshift shall be 37 ½ hours. The regular workday for the second

workshift shall be 7 ½ hours commencing no earlier than 3:30 P.M. and ending no later than 1:00 A.M. with one-half hour for lunch.

Section 1(b). Third Workshift. Same language as in Section 1(a) except that the hours of the third shift shall be between 11:30 P.M. and 8:00 A.M..

Section 1(c). “Positions on the second and third work shifts (1a, 1b) shall be posted and filled according to seniority. Employees with the last seniority will be required to work positions unfilled”.

Section 1(d). Employees working the second workshift or the third workshift shall be paid, in addition to their regular weekly pay, a shift differential of \$20.00 per week.

Section 2. All employees shall be scheduled to work on regular work shifts, and each work shift shall have a regular starting time and quitting time. Work schedule shall be posted on all department bulletin boards at all times. Employees shall be given reasonable notice of any change in their work schedule.

Section 3. The City agrees to give the Union reasonable notice of any proposed change in scheduled work shifts and an opportunity to discuss the proposed change. In the event of failure to agree on this proposed change, the City shall have the right to institute the change and the Union shall have the right to take the matter up as a grievance under the grievance procedure.

ARTICLE XII

OVERTIME

Section 1. All work performed before and after the regular hours of work shall be classified as overtime and shall be paid for at the rate of time-and-one-half for the first four (4)

hours and double time thereafter, based on the hourly wage paid. One hour's notice of overtime should be given to employees.

Section 2. Overtime work shall be distributed as equitable as possible. A list of all eligible employees shall be posted in a conspicuous place, and kept up-to-date, by the City. For the purpose of a regular rotation of overtime opportunities, but for such purpose only, overtime work refused shall be considered as overtime actually worked.

Section 3. Saturday Work. Work performed on Saturday shall be classified as overtime and compensated for in accordance with Section 1 of this Article.

Section 4. Sunday Work. Employees who are required to work on Sunday shall be paid double time for such work and shall receive not less than four (4) hours work.

Section 5. Holiday Work. Employees required to work on a paid-for holiday shall be paid double time for such work plus the regular holiday pay as provided for in Article XIII of this Agreement and shall receive not less than four (4) hours work.

Section 6. When overtime amounting to more than one-and-one-half hours but not over four hours is worked, one-half hour will be granted for lunch time immediately after the regular schedule, such one-half hour shall be paid for at time-and-one-half and shall be considered as time worked. When overtime amounting to five (5) hours is worked, a second one-half hour shall be granted for lunch time. Such one-half hour shall be paid for at double time and considered as time worked.

Section 7. No employee shall be entitled to overtime pay as provided for in Sections 1 and 3 of this Article unless the employee has notified his immediate superior of his/her absence

and the cause thereof before the expiration of the first hour of his/her absence or as soon as practicable in any work week Monday and through Friday when overtime has been worked.

Section 8. The Department reserves the right to determine whether overtime shall be worked and the number of employees necessary to perform overtime. Overtime shall be distributed in accordance with section 2 of this article, however, if a sufficient number of qualified employees do not accept overtime, the Department may require employees to perform overtime work. Prior to ordering such employees to perform overtime, the Department will contact the Union steward and afford him/her the opportunity to provide the Department with the necessary number of qualified employees.

Such overtime shall be of reasonable duration. The Department shall give adequate notice to employees of such overtime. Except for emergencies, notice shall be considered adequate when it is given at least two (2) hours prior to the end of the shift. The Department must be willing to accept reasonable excuses advanced by employees. The Department has the sole discretion to determine whether such excuse is reasonable.

ARTICLE XIII

HOLIDAYS

Section 1. The following days shall be considered holidays for the purposes enumerated below:

New Year's Day

Bunker Hill Day

Washington's Birthday

Independence Day

Martin Luther King Jr. Day

Labor Day

Evacuation Day

Columbus Day

Patriots' Day

Veterans' Day

Memorial Day

Thanksgiving Day

Christmas Day

Holidays shall be observed in accordance with dates promulgated annually by the City of Boston's Office of Human Resources.

Section 2. If an employee is not required to work on any of the holidays listed in Section 1 of this Article which falls on his regular workday, he shall nevertheless be paid his regular weekly compensation for the work week in which the holidays falls. If in the course of his regular service an employee is required to work on any of the holidays listed in Section 1 of this Article, or if the holiday falls during an employee's vacation or on his regular day off (such as Saturday), he shall receive, in addition to his regular compensation, an additional day's pay on a straight-time basis.

ARTICLE XIV

VACATION LEAVE

Section 1. Subject to the specific provisions of this Article, all City of Boston employees must complete six (6) months of actual work on or between July 1 and December 31, to be eligible for vacation leave on January 1.

Section 2. Vacation leave shall be calculated as follows:

- (a) An employee who starts work before July 1, and who actually works for six (6) month shall be entitled to one (1) week of vacation before December 31. An employee who starts after July 1, shall receive one (1) week of vacation leave upon the completion of six (6) months of actual work. The Appointing Authority in his/her discretion may grant an additional week of vacation leave to such employees who were hired after July 1, and who have completed six (6) months of service. In no event shall the vacation entitlement for such employees exceeded that established in Section 2(b). Any period or periods during the first six (6) months of service for which an employee is not paid (including as little as one (1) day shall extend the effective date of eligibility.
- (b) An employee who on January 1 has more than six (6) months of continuous service, but less than four (4) years of service, shall receive two (2) weeks vacation leave.
- (c) An employee who on January 1, has more than four (4) years of service, but less than nine (9) years shall receive three (3) weeks vacation leave.
- (d) An employee who on January 1, has more than nine (9) years of service but less than fourteen (14) years shall receive four (4) weeks vacation leave.
- (e) An employee who on January 1, has more than fourteen (14) years of service shall receive five (5) weeks vacation leave.

Section 3. Any employee returning from an authorized leave of absence shall receive his or her full vacation entitlement only upon the completion of six (6) months of active service.

Section 4. For the purpose of determining vacation entitlement in a calendar year, service with the Commonwealth of Massachusetts, the City of Boston, and the County of Suffolk, shall be included in computing length of actual service.

Service for the sole purposes of determining vacation eligibility in the preceding year pursuant to Section 1 and 2 of this Article shall include up to twelve (12) weeks of any of the following activities:

- (a) all paid vacation leave;
- (b) up to four (4) weeks paid sick leave;
- (c) up to four (4) weeks military leave.

In addition to the above, up to one (1) year of disability leave (worker's compensation) may be counted toward the length of continuous active service.

Section 5. If any employee transfers into the bargaining unit without a break in service subsequent to January 1, in any given year, all prior service, as outlined in Section 3, shall be counted in accordance with Section 2 (Vacation Entitlement).

Section 6. Prior to departure on vacation leave, an employee may receive a cash advance up to 90% of the employee's net pay based upon the vacation leave scheduled.

Section 7. Vacation leave allowance shall be paid to an employee who separates from City service on the first available People Soft payroll.

Section 8. If the employment of an employee entitled to vacation leave under this Article is terminated by death, said employee's spouse or next of kin shall be paid an amount in lieu of

such vacation entitlement. If such employee has no spouse or next of kin, then the employee's vacation leave shall be paid to his/her estate.

Section 9. Vacation leave that has been earned and not taken shall not be granted, in time off or in payment in-lieu of vacation, for employees who are terminated for just cause.

Section 10. Vacation leave shall be taken at such time as, in the opinion of the Appointing Authority, will cause the least interference with the regular work of the Department. Subject to the proceeding sentence, vacation leave selection shall be determined by seniority. Vacation leave may not be carried over from one year to another without the express written authorization of the employer and the Director of Human Resources.

ARTICLE XV

SICK LEAVE/PERSONAL LEAVE

Section 1. Every employee covered by this Agreement who has complete six (6) months of continuous service for the Municipal Employer shall, subject to Section 2 of this Article, be granted sick leave, without loss of pay, for absence caused by illness (which term, as here used, shall not be deemed to include pregnancy) or by injury or exposure to contagious disease or by the serious illness or death of a member of the employee's immediate family.

Sick leave shall accrue at the rate of 1 ¼ days for each month of actual service not to exceed fifteen (15) working days in any calendar year. Employees shall not be credited with fifteen (15) days' sick leave as of January 1 of any year in advance of such year having been worked. Sick leave not used in the year in which it accrues, together with any accumulated sick leave standing to the employee's credit on the effective date of this Agreement and not used in the current year, may be accumulated for use in a subsequent year. Sick leave not used prior to

the termination of an employee's service shall lapse, and the employee shall not be entitled to any compensation in lieu thereof.

Section 2. No employee shall be entitled to sick leave without loss of pay as provided in Section 1 of this Article unless (a) the employee has notified the superintendent or his/her designee of his/her absence and the cause thereof before the expiration of the first hour of absence or as soon thereafter as practicable. An employee's failure to notify the superintendent or his/her designee may result in sick leave with loss of pay. The Superintendent shall post the name of his/her designee on the Union bulletin board; (b) on, or within four (4) weeks after the last day of each payroll week in which any such period of absence occurs, the employee or, in case of his incapacity evidenced by a physician's certificate attached, or in the case of his death, a person acting in his behalf, has a writing, on a form furnished by the Supervisor of Personnel, requested leave without loss of pay for such period of absence; and (c) the Appointing Authority has approved such request. For periods of absence of five (5) consecutive working days or more, the Appointing Authority may require as a condition precedent to his approval of such request, evidence in the form of a physician's certificate for the necessity of such absence.

Section 3. An employee on leave because of an occupational disability may take such of the sick leave allowance to which he is entitled under this Article as, when added to the amount of any disability (Worker's) compensation, will result in the payment to him of his full salary for any particular workweek.

The City agrees to support legislation authorizing it to pay such amount of compensation as, when added to the amount of any disability (Worker's) compensation, will result in payment

of a full week's salary to an employee who is on leave because he was injured in the line of duty as the result of violence by a patient or person in lawful custody.

Section 4. Up to five (5) days' sick leave credit will be restored employee's accumulated sick leave when such employee has used sick leave allowance between the date of injury on the job and the date disability (Worker's) compensation is awarded, except that such sick leave shall be offset proportionately by a disability benefit that is awarded retroactively to the date disability was incurred.

Section 5. An annual report of sick leave shall be made available upon request.

Section 6. Annual Redemption of Sick Leave. An employee who has used fewer than five (5) sick days in the twelve-month period ending December 31 of any year in which this Agreement is in effect may elect to redeem sick days in a lump sum cash payment in accordance with the following schedule:

<u>Sick Days Used</u>	<u>Cash Redemption</u>
0	5 days pay
1	4 " "
2	3 " "
3	2 " "
4	1 " "
5	0 " "

The per diem rate will be the employee's rate on December 31.

During January the City will notify each qualifying employee of his redemption options. An employee may elect to redeem all or part of his entitlement in full days. Unredeemed sick leave will be accumulated in the normal manner.

Section 6A. Sick Leave Redemption at Retirement. Effective upon execution of this Agreement, an employee who retires from his/her position or dies while employed in such position shall receive a cash payment equivalent to twenty-five percent (25%) of the accrued but unused sick leave balance credited to the employee on the date of his/her retirement or death.

Section 7. Sick Leave Abuse. It is agreed that employees who abuse the sick leave provisions of this Agreement shall be subject to disciplinary action in accordance with the provisions of Article VI. The Union agrees to cooperate with the City in dealing with problems related to sick leave abuse.

Section 8. Upon return to work following a sick leave in excess of five (5) consecutive days, an employee may be required to undergo a medical examination to determine his fitness for work.

Section 9. The Superintendent may deny sick leave with pay to any employee who calls in sick on the day before or the day after a holiday. Should an employee disagree with the Superintendent's decision, the disagreement may be resolved using the grievance and arbitration procedure.

Section 10. At the option of the Municipal Employer, any employee who has completed six (6) months of actual work as of January 1, shall be eligible for four (4) paid personal leave days which may be taken by the employee during the following twelve (12) months. These

personal days shall be deducted from accumulated sick leave but shall not be considered sick leave for purposes of monitoring sick leave usage or annual redemption of sick leave.

Personal leave days may be used to conduct personal business that could not be done outside of working hours. Such leave shall be taken in whole hour-long units of not less than one hour or not more than seven hours (eight for employees working 40 hours per week, seven and one-half for employees working thirty-seven and one-half hours). Fractions of hours taken shall be deemed whole hours. No employee shall use personal leave on the day before or after a holiday or on the day before or after vacation leave.

Except for emergency situations, an employee must obtain the prior approval of the Appointing Authority as to the timing of personal leave. Where reasonable notice is given to the Appointing Authority, approval will be granted provided the scheduling of personal leave does not adversely affect the operating needs of the Department.

ARTICLE XVI

OTHER LEAVES OF ABSENCE

Section 1. Subject to the operating needs of each Department, determined by the Appointing Authority, leave of absences with out loss of pay will be permitted for the following reasons:

- (a) Attendance by an employee who is a veteran as defined in Section 21, Chapter 31, of the General Laws as a pallbearer, escort, bugler, or member of a firing squad or color detail, at the funeral or memorial services of a veteran, as so defined, or of any person who dies under other than dishonorable circumstances while serving in the armed forces of the United States in time of war or insurrection;
- (b) Attendance by an employee who is a veteran as defined in Section 21, Chapter 31, of the General Laws as a delegate or alternate to state or national conventions of certain veterans' organizations as designated from time to time, during the life of this Agreement, by the Mayor,

- (c) Prophylactic inoculation required by the Municipal Employer;
- (d) Red cross blood donations, if made on the premises of the Department in which an employee requesting such leave serves;
- (e) Promotional examinations conducted under Civil Service law and rules for promotion to any position in the service of the City;
- (f) Medical examinations for retirement purposes;
- (g) Attendance at hearing in Worker's Compensation cases as the injured person or as a witness. Any witness fees received by such injured person on witness shall be remitted to the Municipal Employer;
- (h) Voting time up to a maximum of two (2) hours for voting in a state, municipal, or other election, provided that the hour of opening and closing the polls in the city or town in which an employee is registered to vote would preclude him from voting outside regular working hours, taking into consideration travel time from the polls to his regular place of employment, or vice versa;
- (i) Reasonable time for processing of grievances by one employee's representative on each shift. The Union shall provide and keep an up-dated list of such representatives;
- (j) Attendance at educational programs required or authorized by the City; and
- (k) Emergency medical treatment for employees injured during performance of assigned work. Employees who have returned to regular duty or to light duty after having been injured during performance of assigned work will be permitted reasonable time off without loss of pay for the purpose of attending follow-up physician's appointments which cannot be scheduled during off duty hours; and

Section 2. Military Leave. Every employee covered by this Agreement who is a member of a reserve component of the armed forces of the United States shall be granted, in accordance with Section 59 of Chapter 33 of the General Laws, leave of absence with pay, during the time of his annual tour of duty as a member of such reserve component; provided, however, that such leave shall not exceed seventeen (17) days.

Section 3. Jury Duty. Every employee covered by this Agreement who is required to serve on a jury shall be granted leave of absence, without loss of pay. Upon presentation of satisfactory evidence relating to jury service and payment thereof, the City will pay such employee such sum of money as, when added to the amount received by such employee as compensation for jury service, will result in the payment to him of his full salary for any particular workweek.

Section 4. Bereavement Leave. In the event of the death of a spouse, father, father-in-law, mother, mother-in-law, brother, sister, child, or grandchild in the immediate family of an employee with six or more months of continuous active service and who is in active service at the time of such death, such employee shall be entitled to receive up to three days' 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.

If an employee entitled to leave without loss of pay under this Section requires additional leave for such purposes, or 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 shall be deducted from sick leave allowance, if any.

Section 5. Pregnancy-Maternity Leave. Whenever a female employee shall become pregnant, she shall furnish the appointing authority with a certificate from her physician stating the expected date of her delivery. She may continue to work so long as her physician certifies that she is able to do so. Maternity leave without pay shall be granted, commencing with

cessation of actual work under the preceding sentence, for a period not to exceed six (6) months after date of delivery.

ARTICLE XVII

MISCELLANEOUS

Section 1. Bulletin board space will be provided for Union announcements. Such announcements shall not contain anything political, denunciatory, or inflammatory; nor anything derogatory of the Municipal Employer or any of its officers or employees. Any Union-authorized violations of this Section shall entitle the Municipal Employer to disregard its obligations under this Section.

Section 2. Employees shall be compensated for reasonable time spent away from work while representing the Union in the arbitration of a grievance or while negotiating a contract with the City of Boston.

Section 3. All personnel rules and regulations established by the Departments and in existence at the time of the signing of this Agreement shall continue in full force and effect for the duration of said Agreement. A copy of all such rules and regulations shall be kept in the Departments and made available for inspection by their respective employees on request at reasonable times. Any changes in the rules and regulations or additions thereto shall be posted in the Department and it shall be the duty of the Union to see that such information remains posted a sufficient length of time to give all employees notice of any changes in or additions to said rules and regulations.

Section 4. Should any provision of this Agreement be in conflict with any law, including Civil Service law and rules, City ordinance, or Executive Order, the latter shall govern the relationship between the parties.

Section 5. Should any provision of this Agreement be held unlawful by a court or administrative agency of competent jurisdiction, all other provisions of this Agreement shall remain in force for the duration of the Agreement.

Section 6. All City of Boston insurance and retirement benefits and, where applicable, protections of the Civil Service laws shall apply to persons covered by this Agreement.

Section 7. Residency Requirement. All members of the bargaining unit including temporary and provisional employees hired after July 1, 1976 shall be subject to the terms of the City of Boston Residency Ordinance enacted July 6, 1976 (Ord. 1976, C. 9 as amended).

Section 8. Promotions. When the Department seeks to fill a vacancy by a promotion from within, the following promotional procedure shall apply:

- (a) The vacancy shall be posted for five (5) consecutive working days in the department, division or employing unit in which the vacancy exists.
- (b) On the poster the appointing authority shall specify the job classifications eligible to fill the position. The poster shall also specify the duties of the position and the location of the position.
- (c) The selection of an employee for promotion shall be made from among the eligible bidders on the basis of qualifications and abilities; and where qualifications and abilities are equal, seniority as defined under Civil Service law and rules shall be considered. In the event the senior applicant is not

selected, he/she shall be notified prior to the selection being posted. In the event that the senior applicant for the position is not selected, the appointing authority shall upon request by the Union submit in writing reasons why said senior employee was not selected to fill the position. The appointing authority shall be judge of qualifications and ability, provided that such judgment shall not be exercised arbitrarily, capriciously or unreasonably. Any dispute hereunder shall be subject to the grievance and arbitration procedure. An arbitrator acting pursuant to this Article shall be authorized only to require vacation of the position filled improperly.

When an employee who is eligible to appeal his grievance under Civil Service law or otherwise under the preceding sentence elects to proceed under the grievance and arbitration procedure with the Union's approval, such dispute may be processed under the contract grievance and arbitration procedure, in which case the contract grievance and arbitration procedure shall be the exclusive procedure for resolving such grievance in accordance with G.L. c.150 s. 8.

- (d) Any employee provisionally promoted, provisionally appointed, transferred and/or placed in a new position in the bargaining unit shall serve a separate ninety day evaluation period during which time the Appointing Authority at his/her discretion may return the employee to his/her same or similar position. The Employer's decision will not be grievable.

Section 9. The City and the Union agree to the establishment of a Departmental Labor Management Committee to develop a Personnel evaluation system with the following considerations.

- (a) Setting up production standards;
- (b) Application of such standards;
- (c) Development of the criteria for personnel evaluations based on such standards.

Section 10. The City and the Union agree to the establishment of a Departmental Labor Management Committee to promote the work of the Printing Division throughout the City Departments.

Section 11. Commercial Division 67 of the Boston Newspaper Printing Pressmen's Union, Local 3 agrees that it has no jurisdiction over any employees, equipment, or materials at the Copy Center (Multilith Center) at Boston City Hall, and further acknowledges that any agreement (to include the December 12, 1988 letter) on this matter that were previously enacted are null and void.

Section 12. Payment of Wages The City may, upon 30 calendar days notice to the Union, change from paying employees weekly to paying employees bi-weekly.

ARTICLE XVIII

PERFORMANCE APPRAISAL

Section 1. A performance appraisal system shall be established by the County/City and/or its various departments. The purpose of this system shall be to appraise the performance of all employees covered by this Agreement.

Section 2. All appraisals shall be in writing and shall be included in the employees' official personnel files. The evaluations will be performed by the Appointing Authority or his/her designee. The parties also recognize that, where practicable, evaluations should be performed by those persons who supervise the employee that is being evaluated.

Section 3. The evaluating criteria used in the performance appraisal system shall be as objective and job related as is practicable. Each employee shall be evaluated at least once a year but not more than twice in one year.

Section 4. The employee and the person responsible for conducting the evaluation shall sign the performance appraisal form. If the employee disagrees with the results of the evaluation, he/she may file a written rebuttal statement. This statement shall be affixed to the form.

Section 5. No performance appraisal format may be used by an Appointing Authority without the approval of the Office of Human Resources of the City of Boston.

ARTICLE XIX

COMPENSATION

Section 1. Effective the following dates all employees in the bargaining unit shall receive the following percentage wage increase;

Effective October 5, 2002 – 2% base wage increase;

Effective October 4, 2003 – 2% base wage increase;

Effective October 2, 2004 – 2.5% base wage increase;

Effective October 1, 2005 – 2.5% base wage increase;

Effective June 30, 2006 - 0.5% base wage increase.

Effective in the last payroll period of September 2006 - \$250 Annual Clothing Allowance to be paid in the last payroll period of each September thereafter.

NEW WAGE SCALE

<u>Titles</u>	<u>2%</u> Increase 10/5/2002	<u>2%</u> Increase 10/4/2003	<u>2.5%</u> Increase 10/2/2004	<u>2.5%</u> Increase 10/1/2005	<u>0.5%</u> Increase 6/30/2006
Working Foreman Press Room	\$998.73	\$1,018.71	\$1,044.18	\$1,070.28	\$1,075.63
Cylinder Pressman	\$792.65	\$808.51	\$828.72	\$849.44	\$853.68
Offset Press Camera Operator	\$921.94	\$940.38	\$963.89	\$987.98	\$992.92
Foreman Press Room	\$1,124.84	\$1,147.33	\$1,176.02	\$1,205.42	\$1,211.44
Offset Press/Camera Operator Head Pressman	\$1,033.39	\$1,054.06	\$1,080.41	\$1,107.42	\$1,112.96

Section 2. No moneys shall be paid under Section 1 or Section 2 of this Article unless and until the moneys needed to implement this Agreement are appropriated.

Section 3. The provisions of this Agreement are subject to the provisions of the Economic Stabilization Act of 1970, the 1971 Amendments thereto and regulations pursuant thereto.

If any provisions of this Agreement may not be put into effect because of applicable legislation, Executive Order, or regulations relating to wage and price stabilization, then such provision, including any retroactive requirement thereof, shall become effective only at such time, in such amount, and for such periods, retroactively and prospectively, as shall be permitted by law during the life of this Agreement.

Section 4. The City's contribution to all group hospitalization insurance premiums shall be as follows:

- A. 75% of the total monthly premium selected by the Municipal Employer;
- B. 90% of the total monthly premium for all approved and authorized health maintenance organizations.

Section 5. No moneys shall be paid under Section 1 or Section 2 of this Article unless and until the moneys needed to implement this Agreement are appropriated.

Section 6. Longevity. Effective October 1, 1982, there shall be established a longevity program as follows:

Employees with ten (10) years Service but less than 15 years with the City of Boston	\$200.00
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Employees with fifteen (15) years of service but less than 20 years with the City of Boston.	\$250.00
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Employees with twenty (20) years of service but less than 25 years with the City of Boston.	\$300.00
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Employees with twenty five (25) or more years of service with the City of Boston.	\$350.00
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Such payment shall be made to the employees on the anniversary date of their Employment with the City.

Effective September 30, 2006, delete Longevity in its entirety from the collective bargaining agreement.

Section 7. The provisions of Section 18 of Chapter 190 of the Acts of 1982 are incorporated into this Agreement.

Section 8. The City expressly reserves its right to add or subtract health insurance plans.

ARTICLE XX

DURATION OF AGREEMENT

Section 1. This Memorandum of Agreement shall be effective October 1, 2003 and shall continue in force up to and including 12:00 midnight, September 30, 2006, but in no event thereafter.

Section 2. On or after July 15, 2006 the Union or the City shall notify the other of the terms and provisions they desire in a successor Agreement and the parties shall proceed forthwith to engage in negotiations for a successor Agreement.

In witness whereof, the parties hereto have caused their names to be subscribed as the duly authorized officers and representatives on the _____ day of _____, 2004.

CITY OF BOSTON

Boston Newspaper Printing Pressmen, L 3

By _____
Thomas M. Menino, Mayor

Martin Callaghan, President

Dennis A. DiMarzio, Chief Operating Officer

Steward

Lisa A. Signori, Chief Financial Officer

Paul Dennehy, Superintendent, Graphic Arts

Joseph Sarno, Acting Director, Office of Labor Relations

APPROVED AS TO FORM:

Merita Hopkins
Corporation Counsel

Date: _____