

MEMORANDUM OF AGREEMENT

BETWEEN

CITY OF BOSTON

AND

BOSTON TYPOGRAPHICAL UNION, LOCAL 13

This Memorandum of Agreement entered into by and between the City of Boston ("City") and the Boston Typographical Union, 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, 2003 – September 30, 2006 collective bargaining agreement.

Except as expressly amended herein, this Memorandum of Agreement carries forward and preserves the terms and provisions of the October 1, 2003 – September 30, 2006 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.

AGREEMENT

1. Amend to read as follows:

"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 or its Office of Labor Relations ...

ARTICLE VII- DISCIPLINE & DISCHARGE

2. Amend Section 4 to read as follows:

"Section 4. No employee whose office or position is neither classified nor deemed to be classified under civil service law and rules and who has completed **one hundred and twenty (120) days (or, 840 hours)** of actual work shall be disciplined, suspended, or discharged except for just cause. Any period or periods during the first **one hundred and twenty (120) days (or, 840 hours)** of service for which an employee is not paid (including as little as one (1) **hour**) shall extend the probationary period by that amount of time. For the purpose of employees working on a less than full-time schedule, the probationary period will be considered complete after the employee has actually worked eight hundred and forty (840) hours

(seven hours per day for one hundred and twenty days). Any employee's probationary period may be extended at the discretion of the City up to a maximum of sixty (60) calendar days. The employee and the Union will be notified in writing of the length and reason for the extension. An employee who separates from service and is subsequently re-employed by the City of Boston shall serve a new one hundred and twenty (120)-day probationary period, except in cases of recall or reinstatement.

ARTICLE XI – STABILITY OF AGREEMENT

3. Amend Section 1 to read as follows:

“Section 1. No agreement, understanding, alteration or variation of the Agreement, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the City's Office of Labor Relations and the Union.”

ARTICLE XVIII – OTHER LEAVES OF ABSENCE

4. Section 4. Bereavement Leave.

The parties agree to grant bereavement leave benefits to members of the collective bargaining unit that are equivalent to current bereavement leave benefits for AFSCME Council 93 Local 230 (Boston Public Schools – cafeteria workers), 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 bereavement.

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 bereavement.

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 bereavement.

5. New Section 5.¹ Notification Requirements for Employees Receiving Worker's Compensation Benefits. Any employee injured at work must immediately, or as soon as physically capable, notify in writing on City-approved forms both the worker's compensation service and his/her department head of the date, time, location and nature of the injury. A Department's personnel officer or designee shall endeavor to contact the employee at his or her last known address (using the letter attached as Appendix I) upon receipt of notice from the City's Worker's Compensation Division that the employee's benefits have been terminated. However, the employee shall bear the responsibility for notifying both the worker's compensation service and the employee's department head of all developments in the employee's worker's compensation case. In particular, the employee must notify the department head when the employee appeals any rulings of the City's Worker's Compensation Division or of the Commonwealth of Massachusetts Division of Industrial Accidents, or related entities.

Also, the employee must immediately notify his/her department head in writing when he/she has been cleared for return to work regarding his/her intent to return to work or request applicable leave. Any employee who fails to notify his/her department head of his/her ability to return to work after being medically cleared to do so through the Worker's Compensation process shall be subject to discipline or discharge. Any employee who fails to notify his/her department head accordingly and within fourteen (14) days of receiving medical clearance to return to work may be considered to have voluntarily separated from service. Such separation shall only be a subject of the grievance and arbitration article hereunder through Step 3 and shall not be subject to arbitration.

All employees returning to work from work related injuries may be ordered to submit to a medical examination pursuant to Article XVII, section 6.

ARTICLE XX – MISCELLANEOUS

6. Add New Section 11. 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.

ARTICLE XIV – COMPENSATION

7. Amend Article XIV, Section 1 as follows:

Effective January 20, 2007 – 2% base wage increase

8. Provide each member of the bargaining unit with a one-time, lump sum payment of two-hundred and fifty dollars (\$250.00) on the first pay period of January 2007.

¹ Please see Appendix I for accompanying letter.

ARTICLE XXV – DURATION OF AGREEMENT

9. Modify dates to reflect a duration of October 1, 2006 – September 30, 2007. In addition, the parties agree to immediately continue negotiations on a successor collective bargaining agreement for the period beginning October 1, 2007.

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 29th day of November, 2006.

CITY OF BOSTON:

BOSTON TYPOGRAPHICAL, LOCAL 13:



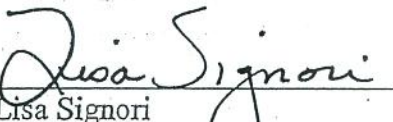
Thomas M. Menino
Mayor



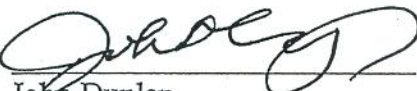
Henry Vitale, Union Representative



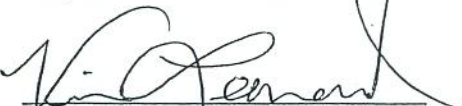
Dennis A. DiMarzio
Chief Operating Officer



Lisa Signori
Chief Financial Officer

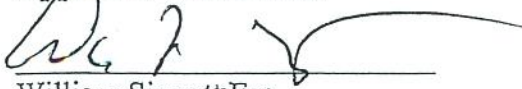


John Dunlap
Director, Office of Labor Relations



Vivian Leonard
Director, Human Resources

Approved as to Form:



William Sinnott, Esq.

Dated: _____

APPENDIX I

By First-Class Mail

DATE

EMPLOYEE'S NAME
LAST KNOWN ADDRESS
LKA

Re: Return to Work Order

Dear NAME:

Since DATE, you have been absent from your position as a POSITION in the DEPARTMENT, under claim of an on-the-job injury. However, on DATE, you were notified that your worker's compensation benefits were being terminated as of DATE. Accordingly, you are hereby ordered to report to work no later than DATE.

This letter is being sent by the personnel division of the DEPARTMENT and is not related to any communications that you or your attorney may be engaged in with the City's Worker's Compensation Division.

Therefore, if you do not return to work on DATE, then it is your responsibility to complete ALL of the following steps:

- **Contact your Departmental Personnel Officer and discuss your status (i.e., whether you plan to appeal the termination of your workers comp. Benefits, etc.) with him or her; AND**
- **Make a proper written request for a medical or other leave of absence; AND**
- **Produce sufficient documentation for your continued absence.**

If you do not complete all of the above steps within fourteen (14) days after receiving this letter, then the Department may consider you to have voluntarily separated yourself from employment.

Again, if you do not notify your Department that you intend to appeal the termination of your worker's compensation benefits and you do not intend to request a medical or other leave of absence, then you must report to work on DATE. Failure to do so shall constitute an unauthorized absence and shall be grounds for discipline, up to and including termination. Also, continued failure to report to work may increase the discipline that you may receive for your unauthorized leave.

Please contact me at (617) 635-XXXX should you have any further questions.

Sincerely,

DEPT. PERSONNEL OFFICER

cc: Union Representative
Employee's Supervisor
Personnel File