

**MEMORANDUM OF AGREEMENT**  
**between the**  
**CITY OF BOSTON AND**  
**NATIONAL CONFERENCE OF FIREMEN AND OILERS, LOCAL 3**

This Memorandum of Agreement is made pursuant to Massachusetts General Laws Chapter 150E between the City of Boston (“City”) and the National Conference of Firemen and Oilers, Local 3. Except as expressly stated herein, the terms of the parties’ July 1, 2007 through June 30, 2010 collective bargaining agreement remain unaffected.

**I. No Layoffs**

Beginning as of the date of the signing of this Agreement, and ending on June 30, 2010, the City shall not separate an employee in the Union who has completed his/her probationary period by June 30, 2009 because of lack of work, shortage of funds, curtailment of services, or any other reason except for voluntary separation, separation due to retirement, or separation constituting discipline or discharge under Article VI of the parties’ collective bargaining agreement.

**II. Chief Engineer**

For of the duration of this Memorandum of Agreement, and notwithstanding Article XVII, § 12 or any other provision of the parties’ collective bargaining agreement to the contrary, the Union agrees that the Chief Power Plant Engineer shall stand watch.

**III. Swing Shift**

The union agrees that two (2) members will work a “swing shift”. That is, these two employees shall work a fixed schedule two days per week and shall be available to work any of the three shifts on the remaining three days of the workweek.

**IV. Backfilling Absences / Days Off**

Notwithstanding the language of Article 1, § 2 or any other provision of the collective bargaining agreement to the contrary, and for the duration of this Memorandum of Agreement, the Employer shall have the sole discretion to determine when to hire on an overtime basis to obtain coverage for an employee’s absence or day off. For the duration of this Memorandum of Agreement, management’s decision not to cover an absence on an overtime basis shall not be subject to grievance or arbitration.

**V. Incorporation of Prior Agreement**

The parties hereby incorporate their prior agreement of on or about March 6, 2009 regarding the so-called “wage freeze”, a copy of which agreement is appended hereto as ATTACHMENT A.

**VI. Continuation of Third Shift**

For of the duration of this Memorandum of Agreement, the City will not eliminate the third shift. The City will provide notice to the Union and meet its obligations under M.G.L. c. 150E if it seeks to eliminate the third shift after June 30, 2010.


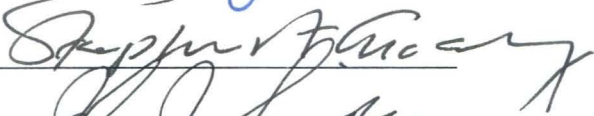
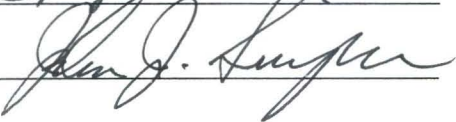
**VII. Reservation of Rights**

The parties agree that the terms of this Memorandum of Agreement are for fiscal year 2010 only and that the terms of this agreement are without prejudice to the parties' respective rights for the period of time after June 30, 2010. Neither party shall introduce any provision of this Agreement as evidence in any forum except for the enforcement of the terms herein.

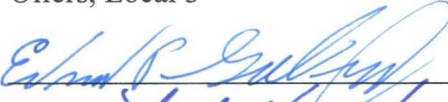

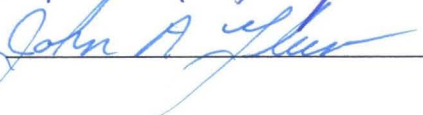
**VIII. Ratification and Approval**

To become effective, this Memorandum of Agreement is subject to approval and ratification by the union. The union shall communicate in writing the date of its ratification vote and the result of said vote.

For the City of Boston:

  
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For the National Conference of Firemen and  
Oilers, Local 3

  
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ATTACHMENT A

SIDE LETTER OF AGREEMENT  
between the  
CITY OF BOSTON AND NATIONAL CONFERENCE OF  
FIREMEN AND OILERS, LOCAL 3

Whereas the City of Boston faces severe budgetary issues, the parties do hereby agree as follows:

This Side letter of Agreement is made pursuant to Massachusetts General Laws Chapter 150E between the City of Boston ("City") and the National Conference of Firemen and Oilers, Local 3. As provided herein, it amends and supersedes the collective bargaining agreement of the parties that is in effect from July 1, 2007 through June 30, 2010. Except as expressly stated herein, the terms of the parties' July 1, 2007 through June 30, 2010 collective bargaining agreement remain unaffected.

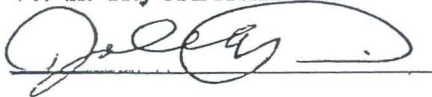
1 In Article XIX, ("Compensation"), the parties agree to amend their collective bargaining agreement to change the effective date of the 2.5 % wage increase in fiscal year 2010 from the first pay period in July of 2009 to the last pay period in June of 2010. (In June of 2010, there shall be no retroactive payments to July of 2009).

2. The City will provide to employees who have reached retirement age or otherwise qualify for the maximum pension benefit based on age and years of service, and who elect to retire based on superannuation after June 30, 2009 and before June 29, 2010, a one-time lump sum payment of 8% (less appropriate deductions) of the regular compensation component of their annualized salary as of the date of their retirement. Regular compensation shall be deemed to include those types of earnings that are considered pension eligible under Massachusetts retirement law, but shall not be deemed to include amounts paid resulting from vacation buy backs. This one-time payment is designed to mitigate the reduction in value of individual retirement allowances resulting from the one-year wage freeze deferral commencing on July 1, 2009. It shall not be included in the employee's pension.

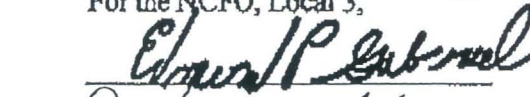
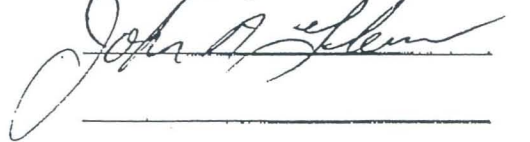
3. The union will continue to bargain with the City regarding cost saving initiatives in an effort to mitigate City job loss.

4 The signatories below have authority to bind their principals.

For the City of Boston:

  
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For the NCFO, Local 3,

  
  
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