

SIDE LETTER OF AGREEMENT
between

CITY OF BOSTON
AND
SALARIED EMPLOYEES OF NORTH AMERICA, LOCAL 9158

This side letter of agreement is made under Chapter 150E of the General Laws this 1st day of April, 2008 between the City of Boston ("City") and the Salaried Employees of North America, Local 9158 ("SENA").

WITNESSETH

Whereas, in the most recent round of contract negotiations the parties agreed to language affording employees, with the agreement of their Department Heads and the approval of the Office of Human Resources, the option of a four (4) day workweek, as follows;

Section 4. Four-Day Workweek

- (A) At the discretion of a Department Head on a case-by-case basis and subject to the operational needs of the Department, employees may be offered the option of a four (4) day workweek. Seniority in the title and job series will be the determining factor if there is more than one (1) interested employee. Seniority shall be defined as the total continuous service of an employee with the City of Boston, provided that service prior to an authorized leave of absence or prior to a lay off shall be counted toward total continuous service. The only issue in this Article that can be subject to the grievance and arbitration procedure listed in Article X is Seniority.
- (B) A four (4) day workweek shall consist of either thirty-five (35) or forty (40) hours per week over four (4) consecutive days of either eight hours and forty-five minutes (8.75 hours) or ten (10) hours per day.
- (C) The City's Director of the Office of Human Resources shall approve a four (4) day workweek after the Department Head (or their Designee) and the employee has agreed to a four (4) day workweek. In the event where a four (4) day workweek is denied, the affected employee may appeal the denial to the City's Director of Human Resources or her/his designee. The City's Director of Human Resources will make her/his decision available to the employee and the Union upon request. The decision by the Office of Human Resources shall not be subject to the grievance and arbitration procedure in Article X.

Whereas, the parties wish to define the parameters of the four (4) day workweek in order to allow employees and Department Heads to foresee the effects of adopting such a schedule, the expectations of employees granted a four (4) day workweek, and the responsibilities of the City with regard to contract administration;

The parties hereby agree that any employee granted approval to work a four (4) day workweek in accordance with this Section will be required to work the core hours of 10:00 a.m. to 3:00 p.m.

on his/her four (4) work days. Specific exceptions to the core hours requirement must be requested in conjunction with the request for a four (4) day workweek and must be approved by both the Department Head and the City's Director of Human Resources.

The parties further agree that all leave benefits referenced in the collective bargaining agreement as "days" or "work days" will be converted to hours, based on the appropriate work week of 35 or 40 hours, for all employees on an approved four (4) day workweek. In doing so, the parties acknowledge that no employee is subject to any loss or realize any gain in contractual benefits as a result of the change in calculation from days to hours, and that said change is made merely to ensure equal and accurate benefit accrual and to facilitate administration and accounting of benefits.

The parties further agree that the City's authorization for a four (4) day workweek is subject, in each individual case, to the operating needs of the City and the affected Department, and that such authorization can be withdrawn by the City at any time and for any reason. The City agrees to provide an affected employee with fourteen (14) calendar days' notice prior to withdrawing authorization for a four (4) day workweek. The fourteen (14) calendar day notice period may be shortened or extended by mutual agreement of the employee/union and the Department.

The parties further agree that the following specific benefits will accrue and be administered as described herein, specifically for those employees on a pre-approved four (4) day workweek schedule.

Hours of Work (Article XXII, Section 1)

The parties agree that the contractual workday of seven (7) or eight (8) hours shall, for the purposes of employees granted a four (4) day workweek, be either eight hours and forty-five minutes (8.75 hours) for employees whose normal workweek is 35 hours or ten (10) hours for employees whose normal workweek is 40 hours. In addition, employees will be provided an unpaid lunch period, which must be taken during the work day and cannot be used to decrease the amount of time an employee spends at work.

The parties further agree that employees on a four (4) day workweek shall not be eligible for overtime until and unless they have worked in excess of both their usual hours per day and usual hours per week of work. All other prerequisites to overtime eligibility shall apply as per Article XXII, Section 2, including but not limited to the requirement for pre-authorization of overtime.

Sick Leave Accrual (Article XI, Section 1)

The City and SENA agree that sick leave accrues at a rate of 1 ¼ days per month of actual service under the current contract language and that, expressed in hours, accrues as follows:

Employees working 35 hours per week: Accrue 8.75 hours of sick leave per month of actual service

Employees working 40 hours per week: Accrue 10 hours of sick leave per month of actual service

Annual Redemption of Sick Leave (Article XI, Section 6)

An employee who has used fewer than 35 or 40 hours of sick time in the twelve (12) month period ending December 31 of any year in which this Agreement is in effect may elect to redeem sick time in a lump sum cash payment in accordance with the following schedule:

The formula that is used to determine sick leave buy-back is as follows:

Employees working 35 hours per week:

35 hours – sick hours used in the previous year = hours of cash redemption

Employees working 40 hours per week:

40 hours – sick hours used in the previous year = hours of cash redemption

Personal Days (Article XI, Section 9)

The City and SENA agree that under the current contract language full-time employees on the payroll as of January 1 receive six (6) paid personal leave days. These personal days shall be deducted from accumulated sick leave but shall not be considered sick leave for City purposes of monitoring sick leave usage or annual redemption of sick leave. The parties agree that personal time can be expressed in hours as follows:

Employees working 35 hours per week: 42 hours of personal time per year
Employees working 40 hours per week: 48 hours of personal time per year

Holidays (Article XII, Section 2).

The parties agree that the provisions below were designed to apply specifically to employees granted permission to work a four-day workweek in accordance with Article XXII, Section 4.

Employees working 35 hours per week:

When the Holiday falls on an employee's scheduled work day:

The employee will only be scheduled to work his or her remaining three (3) days that week

The employee will receive holiday pay in the amount of seven (7) hours.

The employee will work nine (9) hours and 20 minutes on each of the three (3) remaining working days.

When the Holiday falls on a day when the employee is already scheduled to be off:

The Department Head shall grant an alternative day off, in lieu of holiday, during the same pay period in which the Holiday falls. On that day, the employee will be compensated for seven (7) hours of Holiday pay. The employee will work nine (9) hours and 20 minutes on each of the three (3) remaining working days.

Employees working 40 hours per week:

When the Holiday falls on an employee's scheduled work day:

The employee will only be scheduled to work his or her remaining three (3) days that week.

The employee will receive holiday pay in the amount of eight (8) hours.

The employee will work ten (10) hours and 40 minutes on each of the three (3) remaining working days.

When the Holiday falls on a day when the employee is already scheduled to be off:

The Department Head shall grant an alternative day off, in lieu of holiday, during the same pay period in which the Holiday falls. On that day, the employee will be compensated for eight (8) hours of Holiday pay. The employee will work ten (10) hours and 40 minutes on each of the three (3) remaining working days.

Vacation Leave (Article XVI, Section 2)

Vacation leave entitlement shall be in accordance with the service thresholds as described in Article XVI, Section 2, paragraphs A through D, inclusive, shall be described as hourly accumulation as follows:

Employees working 35 hours per week:

One (1) week = 35 hours per year

Four (4) weeks = 140 hours per year

Five (5) weeks = 175 hours per year

Six (6) weeks = 210 hours per year

Employees working 40 hours per week:

One (1) week = 40 hours per year

Four (4) weeks = 160 hours per year

Five (5) weeks = 200 hours per year

Six (6) weeks = 240 hours per year

Article XVI, Section 11:

An employee who on January 1 has more than 20 years service, who has used fewer than thirty five (35) or forty (40) hours of sick time in the twelve month period ending December 31 may

elect to redeem vacation hours in a lump sum cash payment in accordance with the following schedule:

Employees working 35 hours per week:

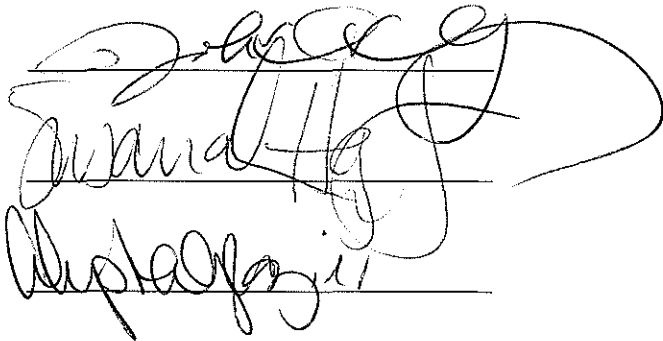
35 hours – sick hours used in the previous year = hours of cash redemption

Employees working 40 hours per week:

40 hours – sick hours used in the previous year = hours of cash redemption

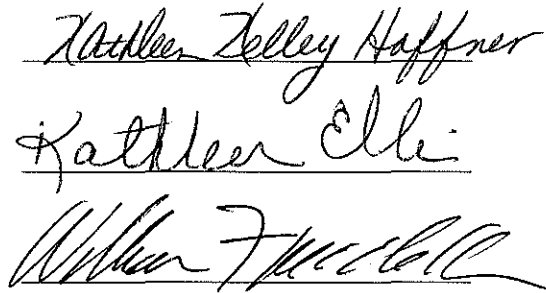
In witness whereof, the parties hereto have caused their names to be subscribed as the duly authorized officers and representatives on this _____ day of _____ 2008.

For the City of Boston:

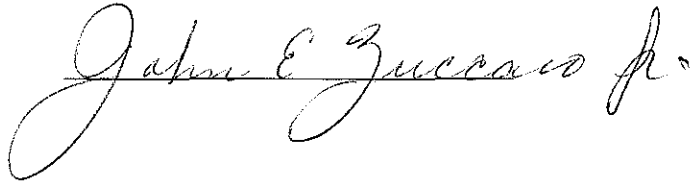
Handwritten signatures for the City of Boston, including names like John, Susan, and Robert, written over horizontal lines.

Date: _____

For Salaried Employees of North America,
Local 9158:

Handwritten signatures for Salaried Employees of North America, Local 9158, including Kathleen Kelley Haffner, Kathleen Elli, and William F. McCall, written over horizontal lines.

Handwritten signature of Bill I. Kinn, written over a horizontal line.

Handwritten signature of John E. Zuccaro Jr., written over a horizontal line.

Date: 5/22/08