

**MEMORANDUM OF AGREEMENT
NEW YORK TYPOGRAPHICAL UNION, CWA LOCAL 14156, AND CITY OF
BOSTON SUCCESSOR CONTRACT NEGOTIATIONS**

On August 3, 2012 the parties reached a tentative agreement subject to ratification by the New York Typographical Union, CWA Local 14156 (hereinafter, "the Union") of both the October 1, 2010 through September 30, 2013 and the October 1, 2013 through September 30, 2016 agreements, and approval by the Mayor and Boston City Council. This three (3) year agreement shall not take effect unless and until the Union has ratified and the Mayor and Boston City Council have approved the subsequent three (3) year agreement. This three (3) year agreement is the product of successor collective bargaining to the October 1, 2007 to September 30, 2010 agreement between the City of Boston and Union. This agreement is effective October 1, 2010 through September 30, 2013.

This Memorandum of Agreement ("Agreement") is made pursuant to Massachusetts General Laws Chapter 150E between the City of Boston ("City") and the New York Typographical Union, CWA Local 14156 ("the Union").

This Memorandum of Agreement supplements and amends the Collective Bargaining Agreement effective October 1, 2007 through September 30, 2010. Except as expressly provided below, the parties agree that the terms and provisions of their Collective Bargaining Agreement effective October 1, 2007 through September 30, 2010 shall be extended without modification for the period commencing on October 1, 2010 and ending on September 30, 2013.

1. **Amend Article XV ("Holidays")**

Delete Bunker Hill and Evacuation Day from Section 1 as follows:

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

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
President's Day	Columbus Day
Patriot's Day	Veterans' Day
Memorial Day	Thanksgiving Day
	Christmas Day

Or the following Monday if any day aforesaid falls on Sunday.

Add the underlined language to Section 2.

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

Add new Section 3 and Section 4.

Section 3. In addition to the holidays enumerated in Section 1 of this Article, on each January 1, full-time employees who were City of Boston employees on January 1, 2013 will be eligible for two (2) "floating holidays" that must be taken by December 31 at a time or times requested by the employee and approved by his/her immediate supervisor outside the bargaining unit. Employees who were not City of Boston employees on January 1, 2013, or who separated from service after January 1, 2013 shall not receive "floating holidays."

Section 4. "Floating holidays" shall be subject to the same notice and approval requirements as outlined in Article XII ("Vacation Leave") of this Agreement. "Floating holidays" not used by December 31st of the year in which it was received shall not carry over into the following year and may not be redeemed for monetary compensation at any time. In the event an employee follows the appropriate notice requirements and is denied the use of his/her "floating holiday(s)" and as a result is unable to use the "floating holiday(s)" by the end of the calendar year, that employee may carry over his/her "floating holiday(s)" to the next calendar year. Any "floating holiday(s)" carried over must be used by December 31st of the following year.

2. Article XVI ("Vacation Leave")

In Section 4, delete the second paragraph that reads:

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

- (a) all paid vacation;
- (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."

Delete Section 9 that reads, "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 cause."

3. **Article XVII ("Sick Leave")**

Amend Sections 1 and 1A as follows:

Section 1. Every employee covered by this Agreement who has completed 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.

Beginning on January 1, 2013 Sick leave shall accrue at the rate of one (1) day 1-¼ days for each month of actual service not to exceed twelve (12) fifteen (15) working days in any calendar year. Employees shall not be credited with twelve (12) 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 1A. Personal Leave add the following:

Personal Leave. Beginning in 2013, on January 1 of each calendar year, full-time employees on the payroll as of that date, shall be credited with three (3) paid personal leave days, which must be taken during the same calendar year. In addition, these employees may take two (2) additional personal leave days to be deducted from the employee's accrued sick leave balance. These two (2) personal leave days shall not be considered sick leave for purposes of monitoring sick leave usage.

Any full-time employee who begins employment after January 1 but before July 1 will be credited with two (2) personal leave days which may be taken upon completion of the employee's probationary period.

Amend Section 2 as follows:

Section 2. Delete the last sentence of Section 2 which states, "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."

Replace with, "The appointing authority may request physician certificates as a condition precedent to approval of a request for sick leave in accordance with the City of Boston's Attendance Policy."

4. **Article XVIII ("Other Leaves of Absence")**

Delete Section 1(k) and replace with a new Section 5 that reads, "Family and Medical Leave. Every employee covered by this Agreement shall be granted Family and Medical leave consistent with the City of Boston's Family & Medical Leave Policy (Attached). The City's failure to comply with the express provisions of the policy may be the subject of a grievance and arbitration under Article VIII ("Grievance Procedure")."

Amend § 2, "Military Leave," to provide: "Every employee covered by this Agreement shall be granted Military Leave consistent with the City of Boston's Military Leave Policy (Attached)."

Amend Section 4 as follows:

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, step-child, step-mother, step-father, step-brother, or step-sister, 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 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 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.

Bereavement leave shall not be granted in the event of the death of a person not specifically enumerated above.

It is understood that bereavement 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. An employee with less than six (6) months of continuous

active service shall be entitled to leave as set forth above, without pay, for the purpose of bereavement.

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 leave without loss of pay under this Section, leave for such purposes shall be deducted from sick leave allowance, if any.

5. The parties agree that the following policies or proposals of the City of Boston may be implemented (Copies attached):

- a. Military Leave (dated 4/13/12);
- b. Family & Medical Leave (dated 4/20/12);
- c. Attendance (dated 3/12/12) effective January 1, 2013;
- d. Performance Appraisal form;
- e. Light Duty.

6. **Article XIV (“Compensation”)**

Section 1. Provide base wage increases as follows:

Effective FPP January 2011 – 0 % base wage increase.

Effective FPP January 2012 – 1 % base wage increase.

Effective FPP January 2013 – 2 % base wage increase.


7. **Article XXII, (“Duration”)**


Amend the dates contained in Article XXII, § 1 to reflect a three (3) year contract with a duration from October 1, 2010 through September 30, 2013.

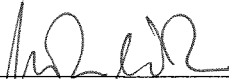
In witness hereof, the City of Boston and the New York Typographical Union, CWA Local 14156, have caused the Agreement to be signed, executed and delivered on the _____ day of _____, 2013

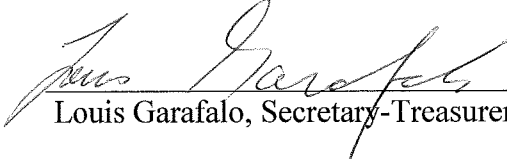
CITY OF BOSTON

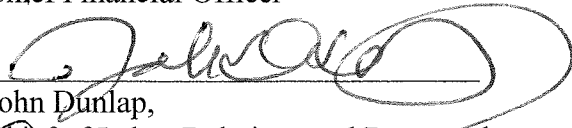
NEW YORK TYPOGRAPHICAL
UNION, CWA LOCAL 14156

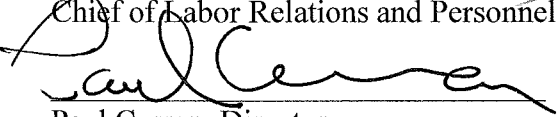

Thomas M. Menino, Mayor of Boston


Arthur DeIanni, President


Meredith Weenick,
Chief Financial Officer



Louis Garafalo, Secretary-Treasurer


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Approved as to form:


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Corporation Counsel