

MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF BOSTON
AND
BOSTON TYPOGRAPHICAL LOCAL 13

Effective October 1, 1996
Expiring September 30, 1999

This Memorandum of Agreement, entered into by and between the City of Boston, hereinafter called the "City" or "Municipal Employer," and Boston Typographical Local 13, hereinafter called the "Union" or "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, 1993 - September 30, 1996 collective bargaining agreement. Except where specifically amended by the provisions and conditions of this Memorandum of Agreement, all terms and provisions and conditions of the Agreement in effect September 30, 1996 are to remain in full force and effect, are incorporated into this Memorandum of Agreement, and are made a part of this Memorandum of Agreement. The provisions of this Memorandum of Agreement are effective upon execution by the Mayor, unless specifically stated otherwise.

ARTICLE VIII Grievance Procedures

Add a new section as follows:

"Section 9. The parties agree to meet for the purpose of creating a mutually acceptable grievance form."

Add a new section as follows:

"Section 10. The parties agree to meet for the purpose of discussing the issue of the timeliness of grievances. The parties further agree to consider in future successor negotiations whether or not the parties should agree to a new contractual provision which would preclude an arbitrator from applying a "continuing violation" theory where the issue of procedural arbitrability is raised."

ARTICLE XIII Overtime

Add a new section as follows:

"Section 7. Should the Department determine that overtime is necessary and so notifies the union, the union will make every effort to provide a sufficient number of chapel (Local 13) members to cover such overtime requirements subject to the

Department's needs. The Department will make every effort to provide prior notice when it decides that overtime is necessary. At least one hour of notice should be given consistent with the terms of the Article."

ARTICLE XIV Compensation

Delete existing (A), (B), and (C) of Section 1 and insert the following:

"Effective October 2, 1996, base wages shall be increased by 3%.
Effective October 1, 1997, base wages shall be increased by 3%.
Effective October 7, 1998, base wages shall be increased by 3%."

ARTICLE XVII Sick Leave

Rename the Article "Sick Leave/Personal Leave"

Effective commencing in calendar year 1998, add new section as follows:

"Section 1A. Personal Leave. 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 three (3) paid personal leave days which may be taken by the employee during the following twelve (12) months but may not be carried-over to subsequent calendar year(s). 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 (if any) working 40 hours per week and seven and one-half for employees (if any) working thirty-seven and one-half hours per week). 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 Employer as to the timing of personal leave. Where reasonable notice is given to the Employer, approval will be granted provided the scheduling of personal leave does not adversely effect operating needs of the Employer."

Add new section as follows:

"Section 9. Sick Leave Redemption at Retirement/Death. Effective upon execution of the Agreement, an employee who retires from his/her position or dies while employed in such position shall receive a cash payment equivalent to fifteen percent (15%) of the accrued but unused sick leave balance credited to the employee on the date of his/her retirement or death at the employee's then-applicable rate of pay. In no event

shall the number of accrued but unused sick leave days exceed one hundred (100) days for the purpose of the computation of this payment.”

ARTICLE XXV Duration of Agreement

Delete existing language and insert the following:

“Section 1. This Memorandum of Agreement shall be effective October 1, 1996 and shall continue in force up to and including 12:00 midnight, September 30, 1999, but in no event thereafter.

Section 2. On or after July 15, 1999, 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 13th day of November, 1997.

CITY OF BOSTON

BOSTON TYPOGRAPHICAL, LOCAL 13

By Thomas M. Menino
Thomas M. Menino, Mayor

Henry F. Vitale
Henry Vitale, Union Representative

Date: 11/10/97

Dennis A. DiMarzio
Dennis A. DiMarzio
Chief Operating Officer

Edward J. Collins
Edward J. Collins
Chief Financial Officer

William J. Hannon
William Hannon, Superintendent
Printing Department

Virginia M. Tisci
Virginia M. Tisci, Director
Office of Labor Relations

Vivian Leonard
Vivian Leonard, Director
Office of Human Resources

APPROVED AS TO FORM:

Merita A. Hopkins
for Merita A. Hopkins
Corporation Counsel

Date: 11/6/97