

CITY OF BOSTON
OFFICE OF THE CITY CLERK

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

Effective October 1, 1999
Expiring September 30, 2002

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, 1996 - September 30, 1999 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, 1999 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 XIII Holidays

Delete portions of sentence in Section 1 reading "or the following Monday if any day aforesaid falls on a Sunday" and insert "The holidays shall be observed in accordance with the dates promulgated annually by the City's Office of Human Resources.

Article XIV Compensation

Adjust base wages as follows:

- Effective 1st Saturday in October 1999, base wages shall be increased by 3%
- Effective 1st Saturday in October 2000, base wages shall be increased by 3%.
- Effective 1st Saturday in January 2002, base wages shall be increased by 3%.

Insert the following new section:

"Section 5 - The City agrees to seek to join the Massachusetts Public Employees Fund in order to effectuate a dental/vision plan for its employees subject to the following terms:

- a. Effective March 1, 2001, the City shall commence contributions, not to exceed \$10.44 per week per employee, to the Fund.
- b. Effective September 1, 2001, the dental/vision plan shall be available to employees.

- c. No dispute or claim relative to any and all aspects of the dental/vision plan, including but not necessarily limited to claims related to the Fund's administration of such plan, the level of benefits provided by such plan, and/or any modification(s) to such plan, is subject to the Grievance/Arbitration Procedures of the collective bargaining agreement."

Insert New Article entitled "Reasonable Cause Drug/Alcohol Testing" as follows:

"In a joint desire to achieve and maintain a work force that is 100% drug and alcohol free, the parties agree that all personnel shall be subject to reasonable cause drug and alcohol testing to be conducted through a fair, reasonable and objective testing system, such test conducted by a provider independent of the City.

"Reasonable cause", for purposes of this article, shall be based upon specific, contemporaneous, articulable, and documented observation(s) and/or fact(s) and the reasonable inferences drawn from such observation(s) and/or fact(s) that the individual may be involved in the use of any illegally-used drug, controlled substance, or alcohol.

For a period of up to ninety (90) calendar days after the execution of this Agreement, the parties shall meet jointly in an effort to establish written collection and testing procedures. In the event the parties are unable to agree upon written collection and testing procedures within the 90-calendar day period, the matter shall proceed to expedited arbitration as to the issue whether the disputed written collection and testing procedures are fair and reasonable. The Department is barred from implementing any testing pending the resolution of such arbitration.

The parties agree that it is the general intent of any written procedures developed pursuant to the process outlined above to create a humanitarian program. Treatment and discipline will both be important aspects of the procedures. In this regard, the Committee shall deal with the specifics regarding the general concepts that employees who test positive for a first time shall be offered voluntary submission to a rehabilitation program, discipline less than termination, and/or random follow-up testing in lieu of termination."

Article XVI Vacation Leave

Amend Section 6 to read as follows: "Prior to departure on vacation leave, an employee may receive a cash advance of up to ninety percent (90%) of the employee's net pay based upon the vacation leave scheduled."

Duration of Agreement

Delete existing language and insert the following:


"Section 1. This Memorandum of Agreement shall be effective October 1, 1999 and shall continue in force up to and including 12:00 midnight, September 30, 2002, but in no event thereafter.

Section 2. On or after July 15, 2002, 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 19th day of July, 2001.

CITY OF BOSTON


BOSTON TYPOGRAPHICAL, LOCAL 13



Thomas M. Menino, Mayor

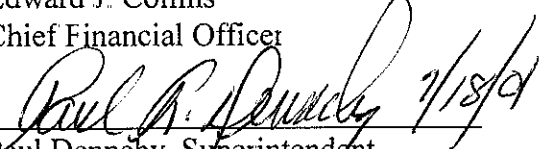

Henry Vitale, Union Representative

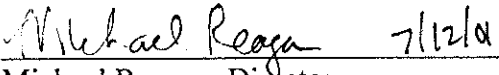
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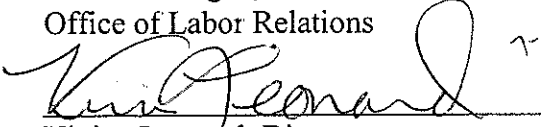
7/18/01


Dennis A. DiMarzio
Chief Operating Officer

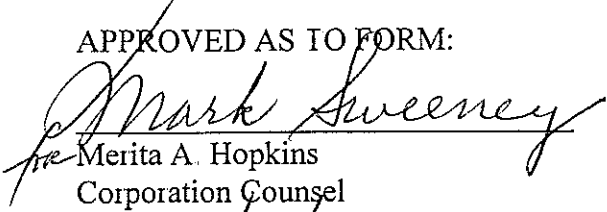

Edward J. Collins
Chief Financial Officer


Paul Dennehy, Superintendent
Printing Department


Michael Reagan, Director
Office of Labor Relations


Vivian Leonard, Director
Office of Human Resources

APPROVED AS TO FORM:


Merita A. Hopkins
Corporation Counsel

Date: 7/11/01