

-02

MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF BOSTON
AND
OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 6, AFL-CIO

BEGINNING JULY 1, 1999
EXPIRES JUNE 30, 2002

This Agreement is made pursuant to Chapter 150E of the General Laws by and between the City of Boston, hereinafter the City, or the Municipal Employer, and the Office and Professional Employees International Union, Local 6, AFL-CIO, hereinafter the Union.

Witnesseth

Except as amended and supplemented herein, this Memorandum of Agreement carries forward and preserves the terms and conditions in the Agreement July 1, 1996 and expiring June 30, 1999. Except as otherwise stated herein these amendments are effective as of the execution of the Memorandum by the Mayor of the City of Boston.

ARTICLE VI DISCIPLINE & DISCHARGE

Section 1

In the first sentence insert "continuous, actual" between "months" and "of". Add the phrase, "such as the Massachusetts Commission Against Discrimination ("MCAD")" between "procedure" and "shall".

ARTICLE VII GRIEVANCE PROCEDURE

Delete Section 1 and replace with the following:

Section 1

Replace first sentence of Section 1 with the following sentence:

"Only matters involving the question whether the Municipal Employer is complying with the specific and express provisions of this Agreement shall constitute grievances under this Article."

Section 7

Delete the first sentence of Section 7 and replace that sentence with the following:

“Any matter filed with the MCAD, EEOC, Civil Service Commission or Retirement Board shall not be the subject of a grievance or arbitration hereunder”.

Article XIV Sick Leave

Delete last sentence of Article XIV, Section 8 and insert the following: “The City shall redeem no more than twenty-five percent (25%) of the total accumulative sick leave at a rate of pay which is the average of the employee’s rate of pay for the last three (3) years of service”.

Article XVII Miscellaneous

Section 11: On-Call Pay

Effective July 1, 2001, increase weekly on-call allowance from \$ 100 to \$125.

Effective upon execution of the Agreement, modify on-call pay language as follows Delete subsections (d) and (e) and replace with the following:

“(d) The Department shall attempt to contact the employee at home. If unsuccessful, the Department will contact the employee by beeper and/or Nextel Communicator. The employee will be required to keep his/her beeper and Nextel Communicator on while he/she is on-call. The employee will be required to call back the Department within 15 minutes of contact. Employees will further be required to remain in a location that ensures that he/she can respond in a timely fashion when he/she is called.”

“(e) Failure to respond to a call or to comply with the terms herein will result in forfeiture of the entire on-call allowance and progressive discipline.”

ARTICLE XVIII COMPENSATION

COMPENSATION

(1) Increase base wages as follows:

1 st pay period in July 1999:	3%
1 st pay period in July 2000:	3%
1 st pay period in October 2001:	3%

Delete Section 3 (Rule 8(d) of the 1963 Plan)

Delete Section 9 (compensation grade appeals) replace with the following:

COMPENSATION GRADE APPEALS

“The City and Union shall create a joint Compensation Grade Appeal Committee (Committee) comprised of up to two (2) individuals designated by the Union and up to two (2) individuals designated by the City. The Committee shall meet periodically in order to review a claim by the Union that certain position(s) should receive a compensation upgrade. The Committee may ensure that a job audit is completed as part of its review.

The Union agrees that any position for which an appeal is made was properly graded on the effective date of this Agreement. In considering an appeal, the Committee shall not examine changes in the job content in the position for which the appeal is claimed that occurred prior to the effective date of this Agreement. Rather, the review shall be restricted to a review on the issue of whether, after the effective date of this Agreement, there was a fundamental and substantial change in the job content of such position that could have the effect of changing its compensation grade. Further, the review shall not consider perceived changes in job duties related to new technology, state or federal mandates, and/or increases in the volume of work or duties.

At the completion of its review, the Committee shall issue a non-binding recommendation to the City relative to the claim. The Union has the right to file and advance a grievance filed over the outcome of such recommendation under and in conformance with Article VII of this Agreement except that in no event shall such grievance be subject to arbitration without the written agreement of the City of Boston's Office of Labor Relations.

In the event that the Committee unanimously recommends an upgrade, written agreement from the Office of Labor Relations shall not be withheld. Such arbitration shall be a de novo proceeding based on the standards set forth in paragraph two (2) of this section. In such arbitration, the Committee's recommendation and deliberations are not admissible. Furthermore, the arbitrator shall draw no inferences or base any findings on the fact that the dispute is before him/her.”

DENTAL/VISION

Insert new Article (Article XVIII A—Dental/Vision) as follows:

“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:

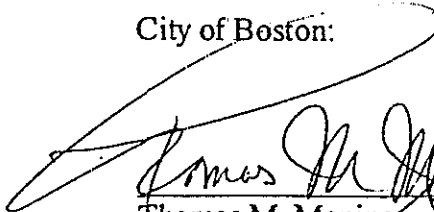
- a Effective January 1, 2001, the City shall commence contributions, not to exceed \$10.44 per week per employee, to the Fund.
- b Effective July 1, 2001, the dental/vision plan shall be available to employees.
- c. No dispute or claim relative to any and all aspects of the dental/vision plan, including 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 Article VII (Grievance Procedure) of the collective bargaining agreement.”

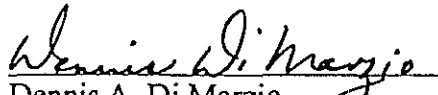
ARTICLE XIX DURATION

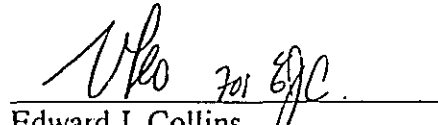
Delete current dates and replace with “June 30, 2002”, “July 1, 2002” and “March 1, 2002”.

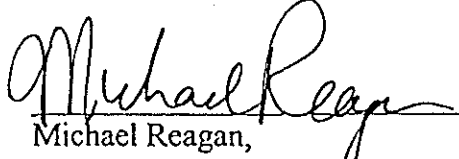
In witness whereof, the parties have cause their names to be subscribed by these duly authorized officers and representatives on this 16th day of _____ (Month), _____ (Year).

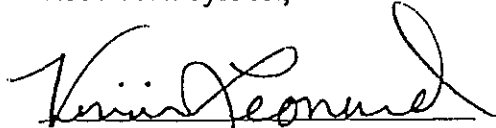
City of Boston:


Thomas M. Menino
Mayor of Boston

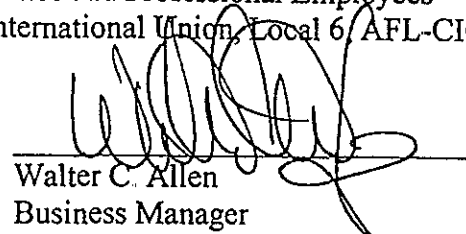

Dennis A. Di Marzio
Chief Operating Officer

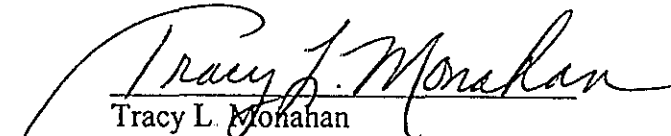

Edward J. Collins
Chief Financial Officer



Michael Reagan,
Acting Director, Office of Labor Relations
Robert J. Boyle Jr., Labor Counsel

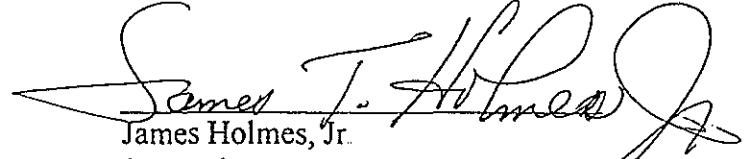

Vivian Leonard
Director, Human Resources

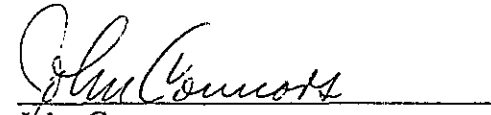
Office and Professional Employees
International Union, Local 6/AFL-CIO


Walter C. Allen
Business Manager


Tracy L. Monahan
Business Agent


Evangeline Maxwell-Davis
Chief Steward


James Holmes, Jr.
Steward


John Connors
Steward

APPROVED AS TO FORM:


for Merita A. Hopkins, Corporation Counsel