

MEMORANDUM OF AGREEMENT

Between the City of Boston
and
The National Conference of Firemen & Oilers, SEIU,
AFL-CIO
(Effective 1999-2002)

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

Add new second sentence to first paragraph of Section 1 as follows:

“An employee who appeals his/her suspension or discharge under Civil Service Law, Retirement Law or the Massachusetts Commission Against Discrimination (“MCAD”), shall not have access for such grievance under the contract grievance and arbitration procedure.”

ARTICLE VII GRIEVANCE PROCEDURE

Section 8

In the first sentence, add phrase, “the Massachusetts Commission Against Discrimination (“MCAD”), the Equal Employment Opportunity Commission (“EEOC”),” before the phrase “the Civil Service Commission”.

ARTICLE XI TEMPORARY SERVICE IN A LOWER OR HIGHER POSITION

Section 5(b)

Change “poster” to “posting”

ARTICLE XII HOLIDAYS

Section 1

Delete "or the following Monday if any aforesaid falls on a Sunday".

Replace with "If the Holiday falls on a Saturday, it will be observed on the preceding Friday. If the Holiday falls on a Sunday, it will be observed on the following Monday"

Section 2.

After "day off", delete "(such as a Saturday)".

ARTICLE XIV SICK LEAVE

Section 9

Effective upon the execution of this agreement by the Mayor, increase sick leave buyback upon retirement from 20 % to 25 %.

ARTICLE XVII MISCELLANEOUS

Section 5.

Effective the first pay period after January 1, 2002, increase tuition reimbursement amount from \$ 500.00 (five hundred dollars) to \$ 1,000.00 (one thousand dollars)

ARTICLE XIX COMPENSATION

Section 1.

(1) Increase base wages as follows:

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

Delete first three paragraphs of Section 5. Leave fourth paragraph. Add 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 XIXA" as follows:

"The City agrees to seek to join the Massachusetts Public Employees Fund in order to effectuate a dental/vision plan for its eligible 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 XX DURATION

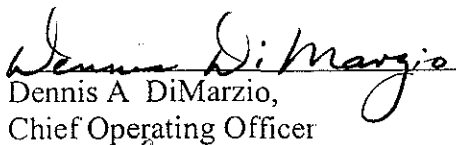
Delete current dates and replace with "June 30, 2002", "July 1, 2002" and "March 15, 2002".

In witness whereof, the parties have caused their names to be subscribed by these duly authorized officers and representatives on this 9th day of March (Month), 2001 (Year)

City of Boston:



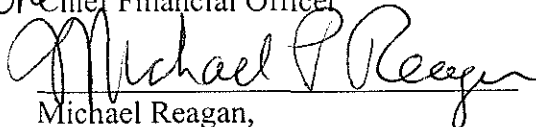
Thomas M. Menino,
Mayor of Boston



Dennis A. DiMarzio,
Chief Operating Officer



Edward J. Collins,
Chief Financial Officer

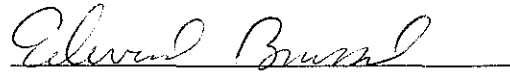


Michael Reagan,
Director, Office of Labor Relations
Robert J. Boyle Jr., Labor Counsel

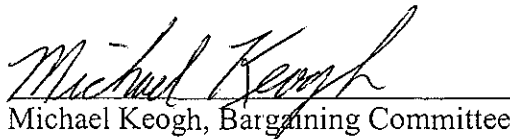


Vivian Leonard,
Director, Human Resources

National Conference of Firemen & Oilers,
SEIU, AFL-CIO

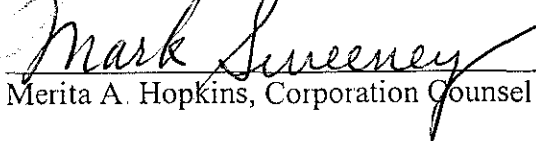


Edward Brassil



Michael Keogh, Bargaining Committee

APPROVED AS TO FORM:



for Merita A. Hopkins, Corporation Counsel