

**MEMORANDUM OF AGREEMENT**

**between**

**CITY OF BOSTON**

**AND**

**BOSTON TYPOGRAPHICAL UNION, LOCAL 13**

This Memorandum of Agreement ("Agreement") is made this \_\_\_\_ day of August, 2004 between the City of Boston ("City") and Boston Typographical Union, Local 13 ("the Union" or "Local 13").

Except as expressly provided below, the parties agree that the terms and provisions of their collective bargaining agreement effective October 1, 2002 through September 30, 2003 shall be extended without modification except where expressly stated otherwise, for the period commencing on October 1, 2003 and ending on September 30, 2006. The provisions of this Memorandum of Agreement are effective upon execution by the Mayor of the City of Boston, unless specifically stated otherwise.

**1. Article VII – Discipline and Discharge, Section 4:**

An employee whose office or position is neither classified nor deemed to be classified under Civil Service law and rules and who has completed his six-month probationary period, shall not be discharged except for just cause. **Any period or periods during the first six (6) months of service for which an employee is not paid (including as little as one (1) day) shall extend the probationary period by that amount of time.**

**2. Article XX – Miscellaneous:**

Effective upon the execution of this Agreement, add new Section 10 as follows:

Section 10. Payment of Wages

"The City may, upon 30 calendar days notice to the Union, change from paying employees weekly to paying employees bi-weekly."

**3. Article XIV – Compensation:**

*Modify Section 1 as follows:*

**FY 04**

Effective October 4, 2003 - 2% base wage increase

**FY 05**

Effective October 2, 2004– 2.5% base wage increase

**FY 06**

Effective October 1, 2005 – 2.5% base wage increase

Effective June 30, 2006 – 1% base wage Increase

**Delete Section 3:**

Effective September 30, 2006, Delete Longevity in its entirety from the Collective Bargaining Agreement.

**Add Section 2 to read as follows:**

Effective upon the execution of this Agreement, add the following language to section 2:<sup>1</sup>

“The City expressly reserves its right to add or subtract health insurance plans ”

**4. Article XVII – Sick Leave/ Personal Leave**

Section 10. Sick Leave Redemption at Retirement/Death. Increase Sick Leave Buy Back from fifteen percent (15%) to twenty-five percent (25%) and Eliminate one hundred fifty (150) day cap.

Section 11. Personal Leave: Effective upon execution, Add one (1) additional Personal day from sick leave: Total Personal days shall be four (4) at execution.

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<sup>1</sup> As noted previously, this proposal is intended to clarify the City’s existing rights under M G L. c 32

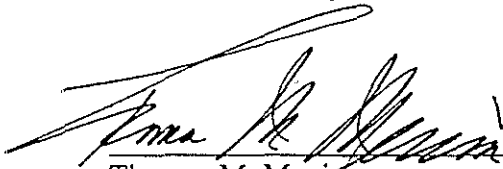
5. Article XXII – Duration of Agreement:

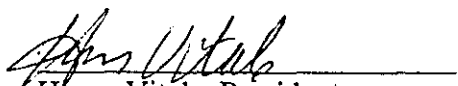
The parties' collective bargaining agreement shall be extended for three (3) years, commencing on October 1, 2003 and ending on September 30, 2006.


In witness whereof, the City of Boston and Boston Typographical Union, Local 13 have caused the Agreement to be signed, executed and delivered on the 3rd day of November, 2004

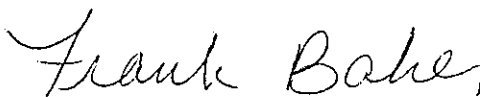
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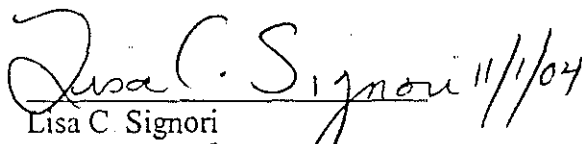
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UNION, LOCAL 13:

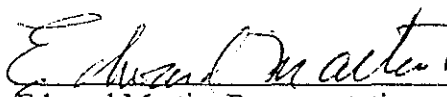
  
Thomas M. Menino  
Mayor

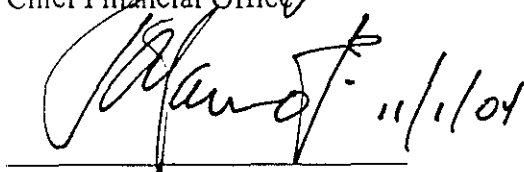
  
Henry Vitale, President  
Boston Typographical, Local 13

  
Dennis A. DiMarzio  
Chief Operating Officer

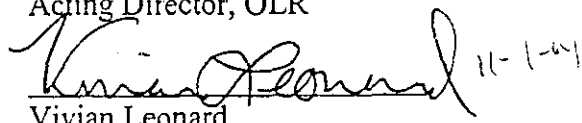
  
Frank Baker, Representative

  
Lisa C. Signori  
Chief Financial Officer

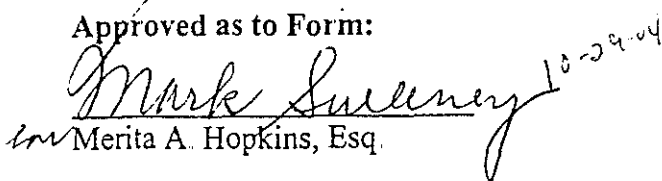
  
Edward Martin, Representative

  
Joseph A. Sarno, Esq.  
Acting Director, OLR

9-27-04

  
Vivian Leonard  
Director, Human Resources

Approved as to Form:

  
Merita A. Hopkins, Esq.