

MEMORANDUM OF AGREEMENT

between

CITY OF BOSTON

AND

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, AFL-CIO, LOCAL 6

July 1, 2003 -- June 30, 2006

This Memorandum of Agreement entered into by and between the City of Boston ("City") and the Officer and Professional Employees International Union, AFL-CIO, Local 6 ("Union" or "OPEIU") 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 July 1, 1999 - June 30, 2002 collective bargaining agreement

Except as expressly amended herein, this Memorandum of Agreement carries forward and preserves the terms and provisions of the July 1, 1999 - June 30, 2002 collective bargaining agreement (as amended by the July 1, 2002 - June 30, 2003 Memorandum of Agreement). The provisions of this Memorandum of Agreement are effective upon execution by the Mayor of the City of Boston unless specifically stated otherwise

1. Duration

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

2. Agreement

Amend to read as follows:

"THIS AGREEMENT made under Chapter 150E of the general Laws, by and between the City of Boston, hereinafter called "the City", acting by and through its Mayor or its Office of Labor Relations . . ."

3. Article VI - Discharge and Discipline

Amend Section 1, Paragraph 1 to read as follows:

"No employee who has completed six (6) months of actual work shall be disciplined, suspended, demoted, or 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.

4. Article IX – Stability of Agreement

Amend section 1, paragraph 1 by deleting “parties hereto ” New section 1 shall read as follows:

“No agreement, understanding, alteration or variation of the agreements, terms or provisions herein shall bind the parties hereto unless made and executed in writing by the City’s Office of Labor Relations and the Union.”

5. Article XIII – Vacation Leave

Amend section 3 to read as follows:

“For the purposes of determining vacation leave under Section 2(c) of this Article, service within the Commonwealth of Massachusetts or the County of Suffolk shall be included in computing length of service. **However, the number of years computed and credited shall be capped at twelve (12) years.**” All members of the bargaining unit who are on the payroll as of the effective date of this Agreement, which shall be complete upon execution by the Mayor, shall be exempt from the terms of this provision ”

Amend section 4 to read as follows:

“An employee may secure the benefits of Sections 2, 3 and 6 of this Article only during active service; and no rights under said sections shall accrue to any employee in the event of the termination of his/her employment before the vacation leave therein authorized has been actually taken, except as specifically provided in Section 8 of this Article

For the purpose of computing “actual work” under Section 2 of this Article, **any employee who has been absent with or without authorization for a total of more than sixty (60) days excluding authorized vacation leave in any one calendar year must complete six (6) months of active service to be vacation eligible as outlined in Section 2 of this Article. Any period or periods during this six (6) months of service in which the employee is absent with or without authorization (including as little as one (1) day) shall extend the effective date of vacation eligibility. The six (6) month period shall begin to run on the day the employee returns from the last period of absence in the calendar year in which the employee has exceeded the sixty (60)-day limit.**

In addition to the above, up to one (1) year of disability leave (Workers Compensation) may be counted as “actual work”.”

6. Article XVII –Miscellaneous

Add new Section 16 (Identification Cards):

“Members of the bargaining unit shall be required to wear identification cards at all times during working hours. Identification cards shall be supplied at the City’s expense ”

7. Article XVIII – Compensation

Modify section 1 as follows:

FY 04

Effective July 5, 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

8. Article XIV –Sick Leave

Delete last sentence of Section 8 and insert the following:

“The City shall redeem no more than thirty percent (30%) 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 ”

Amend Section 9 (Personal Leave):

Add a fourth (4th) personal leave day deductible from annual sick leave benefit

9. Article XVII – Miscellaneous

Modify Section 6 (Residency) as follows:

“All members of the bargaining unit hired after July 1, 1990, shall be subject to the terms of the City of Boston Residency Ordinance enacted July 6, 1976 (Ord 1976, c 9) as amended

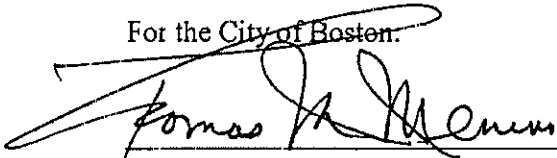
10. Article XXI – Duration of Agreement

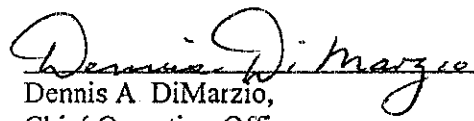
Delete existing provision and replace with the following:

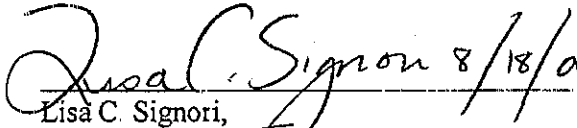
“Except as otherwise provided herein, this Agreement shall take effect as of the date of execution and shall continue in full force and effect until superseded by a new collective bargaining agreement. After March 15, 2006, the Union or the City may notify the other of the terms and provisions it desires in a successor agreement. Notification under this section shall be accomplished by the Union delivering a copy of its proposals to the City’s Office of Labor Relations, or vice versa ”

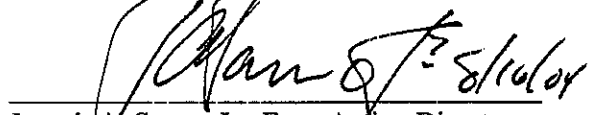
In witness whereof, the City of Boston and OPEIU Local 6, have caused this Agreement to be signed, executed and delivered on the 24th day of August, 2004

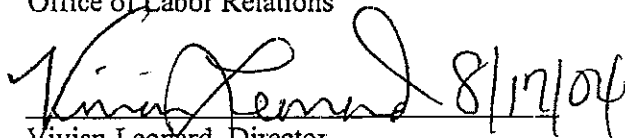
For the City of Boston:


Thomas M. Menino,
Mayor

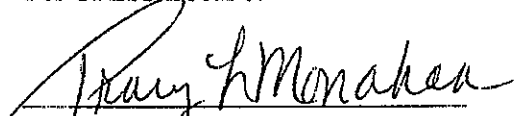

Dennis A. DiMarzio,
Chief Operating Officer

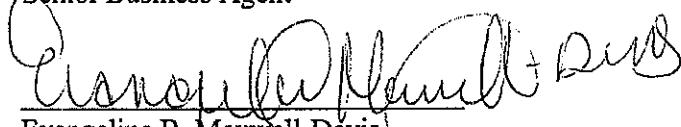

Lisa C. Signori,
Chief Financial Officer

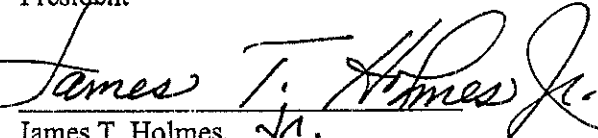

Joseph A. Sarno, Jr., Esq., Acting Director
Office of Labor Relations



Vivian Leonard, Director
Office of Human Resources


For OPEIU Local 6:


Tracy L. Mofahan,
Senior Business Agent


Evangeline B. Maxwell-Davis,
President


James T. Holmes, Jr.,
Bargaining Committee

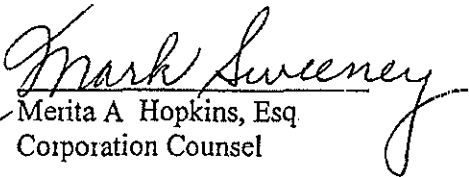

John J. Connors,
Bargaining Committee



William J Good, Acting Commissioner
Inspectional Services Department

8-17-04

Approved as to Form:



for Merita A Hopkins, Esq
Corporation Counsel

8-17-04