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Title: **Boston, City of and Council 93, American Federation of State, County & Municipal Employees (AFSCME), AFL-CIO, Locals 296, 445, 703 et al. (2003) (MOA)**

K#: **810137**

Location: **MA Boston**

Employer Name: **Boston, City of**

Union: **Council 93, American Federation of State, County & Municipal Employees (AFSCME), AFL-CIO**

Local: **296, 445, 703, 783, 804, 944, 1198, 1631, 1892**

SIC: **9199**

NAICS: **921190**

Sector: **L**

Number of Workers: **3000**

Effective Date: **07/01/03**

Expiration Date: **06/30/06**

Number of Pages: **22**

Other Years Available: **Y**

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810137
7/1/03 - 6/30/06
11 pgs.

MEMORANDUM OF AGREEMENT

between

CITY OF BOSTON

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, COUNCIL 93 AND LOCALS

This Memorandum of Agreement entered into by and between the City of Boston ("City") and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 93 and Locals 296, 445, 703, 783, 804, 944, 1198, 1631, and 1892, 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. Article 7 – Grievance Procedure:

Effective upon the execution of this Agreement and consistent with the procedure outlined in Article 7, section 4A, the parties shall add five (5) new names to the AFSCME/ City of Boston arbitration panel.

Either party may remove any name(s) from the list once per year on July 1. The parties shall then add a commensurate number of new names to the list consistent with the procedure outlined in this Article.

3. **Article 10 - Hours of Work and Overtime, Section 5:**

Effective July 3, 2004, delete existing paragraph 2 and replace with the following:

"Where the City agrees that a valid complaint of violation in the distribution of overtime exists, the City shall offer the next available overtime opportunity within twenty (20) days of the complaint, or the eligible individual shall be granted a cash payment equal to the amount of money he/she would have earned if not improperly bypassed for overtime."

4. **Article 11 – Temporary Service in a Lower or Higher Position and Promotions:**

Effective upon the execution of this Agreement, add new Section 6 as follows:

Section 6. Documentation

"Upon request by the Union in writing, the City shall provide copies of any and all written materials that it used in its evaluation of each applicant's qualifications and abilities for the posted position."

5. **Article 15 - Other Leaves of Absence:**

Effective upon the execution of this Agreement, add the following language to section 8, Medical Leave:

"The City may require an employee on medical leave of absence to provide medical documentation that demonstrates that the condition necessitating the leave still exits."

6. **Article 20 – Compensation:**

Modify section 1A 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

7. **Article 18 – Training and Career Ladders:**

Add New Section 7 as follows:

The City shall implement a training program for all AFSCME employees covered by this Agreement for the purpose of training employees whose job descriptions and/or duties are substantially changed or altered by the addition of new technology, and/or new state or federal regulations. The parties agree to form a joint labor-management committee to discuss the implementation of said certification, training and/or career ladders program. This committee shall form and commence meeting within ninety (90) days following the execution of this agreement. The committee shall survive for a maximum of six (6) months following its formation unless the parties mutually agree to continue meeting. The City is committed to ensuring that employees receive proper training at all times.

8. **Article 1A – Residency:**

Modify the article to reflect that "[m]embers of the bargaining unit hired before July 1, 1990, shall not be subject to the City of Boston Residency Ordinance (Ord. 1976, c. 9 as amended) . . ." In any instance within the article where the date "July 1, 1980" occurs, it shall be replaced by the date "July 1, 1990".

In witness whereof, the City of Boston and AFSCME Council 93, have caused this Agreement to be signed, executed and delivered on the 2nd day of August, 2004.

CITY OF BOSTON:

Thomas M. Menino
Mayor 7/28/04

Dennis A. DiMarzio
Chief Operating Officer 7/28/04

Lisa C. Signori 7-26-04
Lisa C. Signori
Chief Financial Officer

AFSCME Council 93

Anthony Caso, Executive Director

Jennifer Springer,
Metropolitan Coordinator

Jack Schievink,
President Local 296

7/27/04

Joseph A. Sarno, Esq.
Acting-Director

7/23/04

Vivian Leonard, Director
Human Resources

Approved as to Form:

Mark Sweeney
for Merita A. Hopkins, Esq.

Norman Parks,
President Local 445

Liz Farrell,
President Local 703

Kevin Vaughn,
President Local 783

John Leahy,
President Local 804

Daniel Moriarty,
President Local 944

Patrick Ahearn,
President Local 1198

Anthony Antonelli,
Chairperson

Neil McGonagle,
President Local 1631

Patricia Johnson,
President Local 1892

SIDE LETTER OF AGREEMENT

Between

CITY OF BOSTON

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, COUNCIL 93 AND LOCALS

This agreement is made under Chapter 150E of the General Laws, by and between the City of Boston, ("the City") and the American Federation of State, County and Municipal Employees, Council 93, ("the Union" or "AFSCME").

1. The City of Boston and AFSCME agree to create and administer a housing trust fund to assist lower paid employees with the high cost of housing in the City of Boston.

2. Upon execution of the trust document by the parties, the City shall make a one time contribution of five hundred thousand (500,000) dollars to establish the trust fund.

3. Thereafter, during the life of the trust, the City shall provide further contributions to the trust fund, equal to 5¢ per hour worked per employee.

4. AFSCME and the City shall jointly administer the trust fund subject to a trust agreement to be executed by the parties.

5. The parties agree to create a joint committee to negotiate the rules by which the trust fund shall be administered (for example, the beneficiaries of the trust fund and the nature and extent of the benefit(s) bestowed).

6. The parties agree that only employees who must and/or actually reside within the City of Boston pursuant to Article 1A of the parties' collective bargaining agreement shall be eligible to benefit from the housing trust fund.

In witness whereof, the City of Boston and AFSCME Council 93, have cause the Agreement to be signed, executed and delivered on the 2nd day of August, 2001.

CITY OF BOSTON:

Thomas M. Menino
Mayor

AFSCME Council 93

Anthony Caso, Executive Director

Dennis A. DiMarzio
Chief Operating Officer 7/28/04

Lisa C. Signori 7/26/04
Lisa C. Signori
Chief Financial Officer

Joseph A. Sarno, Esq. 7/22/04
Acting-Director

Vivian Leonard 7/23/04
Vivian Leonard, Director
Human Resources

Approved as to Form:

Mark Sweeney
for Merita A. Hopkins, Esq.

Jennifer Springer,
Metropolitan Coordinator

Jack Schievink,
President Local 296

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President Local 445

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Daniel Moriarty,
President Local 944

Patrick Ahearn,
President Local 1198

Anthony Antonelli,
Chairperson

Neil McGonagle,
President Local 1631

Patricia Johnson,
President Local 1892

SIDELETTER OF AGREEMENT

between

CITY OF BOSTON

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, COUNCIL 93 AND LOCALS

This agreement is made under Chapter 150E of the General Laws, by and between the City of Boston, ("the City") and the American Federation of State, County and Municipal Employees, Council 93, ("the Union" or "AFSCME").

1. Effective upon the execution of this Agreement, AFSCME shall withdraw MUP-03- 3792 and/ or related grievances with prejudice.

2. CGA-518 shall survive execution of this Agreement.

In witness whereof, the City of Boston and AFSCME Council 93, have cause the Agreement to be signed, executed and delivered on the 2nd day of August, 2004.

CITY OF BOSTON:

Thomas M. Menino
Mayor

Dennis A. DiMarzio
Chief Operating Officer 7/28/04

Lisa C. Signori 7-26-04
Lisa C. Signori
Chief Financial Officer

AFSCME Council 93

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Approved as to Form:

for Merita A. Hopkins, Esq.

Daniel Moriarty,
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Anthony Antonelli,
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Patricia Johnson,
President Local 1892

SIDE LETTER OF AGREEMENT

between

CITY OF BOSTON

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, COUNCIL 93 AND LOCALS

This agreement is made under Chapter 150E of the General Laws, by and between the City of Boston, ("the City") and the American Federation of State, County and Municipal Employees, Council 93, ("the Union" or "AFSCME").

WITNESSETH

WHEREAS the City Council passed a Residency Ordinance in 1976 mandating all City employees reside in the City of Boston; and

WHEREAS the City and the Union agreed in a Side Letter dated March 10, 1994 that all members of the bargaining unit hired after July 1, 1980 shall be subject to the terms of the City of Boston residency Ordinance; and

WHEREAS the City and the Union recognize that residency in the City of Boston has been a cornerstone of Mayor Thomas M. Menino's administration; and

WHEREAS the City and the Union recognize the policy of City of Boston residents having access to City of Boston employment opportunities; and

WHEREAS the City and the Union recognize the very positive impacts of residency, including impact of property values, increased stake in public education, increased stake in services provided by employees who reside in the City.

NOW, THERFORE, the parties agree as follows:

If any union representing City of Boston employees negotiates a residency date more recent than July 1, 1990, during the current round of successor negotiations, the AFSCME Citywide agreement shall be amended to incorporate such date.

The parties agree that this contingency shall not apply to the Boston Public Health Commission or any authority, board, commission or body where the City is not the named party to the contract. In any case, a more recent residency date must be the product of negotiation, and in no case shall a more recent residency date awarded by way of arbitration affect this Union.

The parties agree that the terms of this side letter shall expire at 5:00 p.m. on June 30, 2006.

In witness whereof, the City of Boston and AFSCME Council 93, have cause the Agreement to be signed, executed and delivered on the 2nd day of August, 2004.

CITY OF BOSTON:

Thomas M. Menino
Mayor

Dennis A. DiMarzio
Chief Operating Officer 7/28/04

Lisa C. Signori 7-26-04
Lisa C. Signori
Chief Financial Officer

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