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City of Boston Off the Record Proposal
For Negotiation Purposes
July 24, 2013

MEMORANDUM OF AGREEMENT
CITY OF BOSTON
AND
AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL EMPLOYEES,
LOCAL 1526, COUNCIL 93,
SUCCESSOR CONTRACT NEGOTIATIONS

On July 24, 2013, the parties reached a tentative agreement subject to ratification by AFSCME, Local 1526, Council 93, of both the October 1, 2010 through September 30, 2013 and the October 1, 2013 through September 30, 2016 agreements, and approval by the Mayor and Boston City Council. This three (3) year agreement shall not take effect unless and until AFSCME, Council 93, Local 1526 has ratified and the Mayor and Boston City Council have approved the subsequent three (3) year agreement. This three (3) year agreement is the product of successor collective bargaining to the agreement between the City of Boston and AFSCME, Council 93, Local 1526 that expired on September 30, 2010. This agreement is effective October 1, 2010 through September 30, 2013.

This Memorandum of Agreement ("Agreement") is made pursuant to Massachusetts General Laws Chapter 150E between the City of Boston, Boston Public Library ("City" and/or "Library") and the American Federation of State County and Municipal Employees, AFL-CIO, Council 93, Local 1526 ("AFSCME, Council 93, Local 1526").

This Memorandum of Agreement supplements and amends the Collective Bargaining Agreement effective October 1, 2006 through September 30, 2010. Except as expressly provided below, the parties agree that the terms and provisions of their Collective Bargaining Agreement effective October 1, 2007 through September 30, 2010, shall be extended without modification for the period commencing on October 1, 2010 and ending on September 30, 2013.

ARTICLE X - HOURS OF WORK AND OVERTIME

Amend Section 1 as follows:

Section 1. The regular work week for full-time employees shall be as follows:

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|----------------------------|------------------------|
| Library Assistants Service | thirty-five (35) hours |
| Clerical Service | thirty-five (35) hours |
| Mechanical Service | forty (40) hours |

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The regular workweek for any employee covered by this Agreement is five days, Monday through Friday, inclusive. *Effective January 1, 2014, the regular workweek for any employee covered by this Agreement is five days, Monday through Sunday, inclusive.* The regular workday for employees whose regular workweek is forty (40) hours shall be eight (8) hours, and the regular workweek for employees whose regular workweek is thirty-five (35) hours shall be seven (7) hours. It is understood that the regular workweek for certain other employees covered by this Agreement differs from the regular workweek set forth in the preceding sentence in that it may include regularly scheduled work, on a straight time basis on Saturdays; and/or regularly schedule (overtime) work on Sunday. *Effective January 1, 2014, it is understood that the regular workweek may include regularly scheduled work, on a straight time basis, on Saturdays; and/or regularly scheduled work, on a straight time basis, on Sundays.*

It is understood that all branches may be opened any number of months, up to and including 12 months, on Saturdays *and that effective January 1, 2014, locations may also be open any number of months up to and including 12 months on Saturdays and Sundays.* All personnel may be assigned on Saturdays as part of their regular schedule. *Effective January 1, 2014, all personnel may also be scheduled on Sundays as part of their regular schedule.* Consistent with the operational needs of the Library, such Saturday *and Sunday* assignments shall be on a rotating basis at *locations* open Monday through *Sunday*.

Tardiness may constitute a basis for discipline.

Replace Section 2 with the following:

Section 2. Overtime will be paid only after a full-time employee has actually worked in excess of his/her full workday or scheduled workweek. Overtime shall be compensated on a time-and-one-half (1 1/2) basis. Mechanical Service employees who actually work seven days in a row shall be paid double time for work on the seventh day. For purposes of this Article, sick leave or any unpaid absences from work during the regularly scheduled work week, shall not be counted as hours actually worked.

Amend Section 4 to read as follows:

Section 4. Overtime may be paid or taken in compensatory time at the overtime rate, at the election of the employee, at or prior to the submission of the timesheet for the period in which the overtime service was performed. *Effective upon ratification the maximum amount of compensatory time an employee may hold in his/her compensatory bank shall not exceed one hundred (100) hours. An employee whose compensatory bank is equal to or greater than one (100) hours cannot accrue any additional compensatory time and will instead be paid. Beginning the first pay period of July 2014, the City will pay out employees for any hours in their compensatory time bank that exceeds the one hundred (100) hour cap.* Overtime shall be paid with the approval of the Division Head or the Department Head; compensatory time shall be taken with the prior approval of either the Department Head or the Division Head, and shall be subject to the operational need as determined by the Department Head or Division Head.



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Amend Section 10 to read as follows:

Section 10. The City agrees to give the Union reasonable notice of any proposed change in scheduled work shifts and an opportunity to discuss the proposed change. ***Reasonable notice, except in extreme circumstances, shall be fourteen (14) calendar days.*** In the event of failure to agree on this proposed change, the City shall have the right to institute the change and the Union shall have the right to take the matter up as a grievance under the grievance procedure.

Delete Section 12 and replace with the following:

Section 12. Notwithstanding any provision of this contract to the contrary, under no circumstances shall an employee be allowed to pyramid any premium pay and/or compensatory time under this Agreement to earn more than the equivalent of double time and a half for time worked. For example, an employee who is scheduled to work on a holiday which is also the seventh consecutive day of work shall not earn more than double time and a half per hour for each hour worked.

Article XI – Temporary Service in a Lower or Higher Position

Amend Section 2 to read as follows:

Section 2. An employee who is performing, pursuant to assignment, temporary service in a position classified in a grade higher than the grade of the position in which he/she performed regular service, other than for the purpose of filling in for an employee on vacation, shall commence with the sixth consecutive day of actual service in such higher position, be compensated for such service at the rate to which he/she would have been entitled had he/she been promoted to such position. A supervisor shall not refuse to provide a written assignment form when requiring an employee to work in a position classified in a higher grade, as described above.

Any remedy based on a grievance filed under this Section shall be ***retroactive to the date the employee became entitled to the higher rate.*** The Employer shall not rotate such assignments among employees for the purpose of avoiding compensation at the higher grade.

Any such temporary service positions which last three months or more shall be filled in compliance with the posting and bidding procedure.

Amend Section 4, Paragraph 2 to read as follows:

Section 4.

(See)

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In the event the senior applicant(s) for the position is not selected, the Appointing Authority shall, upon written request by the Union, submit reasons in writing why the three (3) most senior employees were not selected to fill the position *within fourteen (14) calendar days*. Any dispute hereunder shall be subject to the grievance and arbitration procedure.

Article XII – Promotional Vacancies

Amend Section 7 to read as follows:

Section 7. Within *seventy-five (75)* calendar days of an employee's departure from a unit, the Library will inform the Union in writing of its plans regarding the vacancy, where so requested.

Article XIII – HOLIDAYS

Amend Section 1 to read as follows:

The following days shall be considered holidays for the purposes enumerated below:

New Years' Day
Martin Luther King Jr. Day
Presidents' Day
Patriots' Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Or the following Monday if any day aforesaid falls on Sunday.

Amend Section 2 to read as follows:

Section 2. If an employee is not required to work on any of the holidays listed in Section 1 of this Article which falls on his/her regular workday, he/she shall nevertheless be paid his/her regular weekly compensation for the workweek in which the holiday falls.

(A) *If in the course of his/her regular service an employee is required to work on any of the holidays listed in Section 1 of this Article, or if the holiday falls during an employee's vacation or on his/her regular day off (such as Saturday)*

(see)

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he/she shall receive, in addition to his/her regular compensation, either an additional day off or an additional day's pay on a straight time basis.

(B) Custodial employees required to work holidays will be compensated at a time and one-half (1 ½) rate in addition to their regular weekly pay.

Add new Section 6:

Section 6. Effective January 1, 2014, in addition to the holidays enumerated in Section 1 of this Article, on each January 1, employees on the payroll as of that date and who were bargaining unit members on July 24, 2013, will be eligible for two (2) "floating holidays" that may be taken during the following twelve (12) months at a time or times requested by the employee and approved by the Division Head or delegate. Employees who were not bargaining unit members on July 24, 2013, shall not receive "floating holidays." "Floating holidays" shall be subject to the same notice requirements and approval as outlined in Article 14 (Vacation) of this Agreement. "Floating holidays" not used by December 31st of the year in which such "floating holiday(s)" was received, shall not carry over into the following year and may not be redeemed for monetary compensation at any time.

ARTICLE XIV - ANNUAL LEAVE (Vacation)

Add new Section 4:

Section 4. Requests for leave of absence not exceeding one (1) month shall be granted or denied within five (5) business (meaning Monday through Friday) days. Requests for leave of absence exceeding one (1) month shall be granted or denied within fifteen (15) business days. The Library will provide in writing to the employee the reason(s) for denial.

Add new Section 5:

Section 5. Any employee returning from Military Leave shall be granted vacation leave in accordance with the City's Military Leave Policy.

Add new Section 6:

Section 5. Vacation accrual for an employee on Military Leave shall be in accordance with the City's Military Leave Policy.

Add new Section 7:

Section 6. No more than one (1) year of disability leave (worker's compensation) may be counted toward the length of continuous active service.

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ARTICLE XV - SICK LEAVE

Amend Section 2 to read as follows:

Section 2. Use of Sick Leave

(A) No employee shall be entitled to sick leave without loss of pay as provided in Section 1 of this Article unless (a) the employee has notified his/her immediate supervisor of the absence and the cause thereof before the ***start of the employee's work shift***; (b) the employee is unable to work due to illness, injury, exposure to contagious disease, or medical or dental appointments, or as provided in Section 2(C); and (c) the Appointing Authority has approved such request. For periods of absence of five (5) consecutive working days or more, the ***employee must provide evidence in the form of a health care provider or physician's certificate indicating the name of the employee; the name and the contact information of the medical provider; when the absence was for the employee's own illness, injury, incapacity, the date(s) the medical provider examined the employee in connection with the employee's absence(s); the specific hours and or date(s) for which the medical provider believes that the employee needed to be absent from work; the date upon which the medical provider believes the employee will be able to return to work; and when the absence was for the illness of an employee's immediate family member, the name of the ill family member, the relationship of such individual to the employee, and the date(s) the medical provider determined the employee was needed to care for such individual.*** If the absences are occasioned by chronic illness, the Appointing Authority may require a letter at reasonable intervals.

(B) On, or within four weeks after the last day of each payroll week in which any such period of absence occurs, the employee or, in case of his/her incapacity evidenced by a physician's certificate attached, or in the case of his/her death, a person acting in his/her behalf, must submit in writing, on a form furnished by the Personnel Office, a record of the approved leave without loss of pay for such period of absence.

(C) When the absence was for the illness of an employee's immediate family or household member, the name of the ill family member, the relationship of such individual to the employee, and the date(s) the medical provider determined the employee was needed to care for such individual.

Replace Section 9 with the following:

Absence for illness in excess of accumulated balances shall be in accordance with the City of Boston's Attendance Policy.

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ARTICLE XVI - LEAVES OF ABSENCE WITH PAY

Replace Section 1(A)(iii) with the following:

Section 1. Leaves of Absence with Pay

(iii) Every employee covered by this Agreement shall be granted military leave consistent with the City of Boston's Military Leave Policy.

Add new Section 5:

Section 5. Requests for leave of absence not exceeding one (1) month shall be granted or denied within five (5) business days. Requests for leave of absence exceeding one (1) month shall be granted or denied within fifteen (15) business days. The Library will provide in writing to the employee the reason(s) for denial.

ARTICLE XVII - LEAVES OF ABSENCE WITHOUT PAY

Replace Section 1 with the following:

Section 1. Military Leave.

Every employee covered by this Agreement shall be granted military leave consistent with the City of Boston's Military Leave Policy.

Add new Section 5:

Section 5. Requests for leave of absence not exceeding one (1) month shall be granted or denied within five (5) business days. Requests for leave of absence exceeding one (1) month shall be granted or denied within fifteen (15) business days. The Library will provide in writing to the employee the reason(s) for denial.

ARTICLE XIX, SECTION – MISCELLANEOUS

Amend Section 6(C) to read as follows:

Section 6. Continuing Education Fund

(C) The Library will allocate \$20,000 on July 1, each year to fund the Continuing Education Fund.

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Costs up to \$1500 per member for approved courses are covered under this Section and include tuition and fees. All payment, or reimbursement for a course will be approved with a "2.0" grade or better, a "C" or better, or a "Pass" grade (if the course is only offered on a Pass/Fail basis) depending on the school's grade method. The Committee may elect to allocate over the \$1500 amount if there are sufficient funds in this Fund which will not otherwise be expended in the fiscal year.

Amend Section 10 to read as follows:

Section 10. MBTA Benefit

Effective the first pay period July 2007, the Library agrees to contribute twenty dollars (\$20.00) per month per employee towards the MBTA pass selected by the employee. (The Library's contribution will not exceed twenty dollars (\$20.00) per month per employee, regardless of the type of pass selected by the employee.) *Effective the first pay period after ratification, the Library agrees to contribute twenty-five dollars (\$25.00) per month per employee towards the MBTA pass selected by the employee. (The Library's contribution will not exceed twenty-five dollars (\$25.00) per month per employee, regardless of the type of pass selected by the employee.) To be eligible, employees must receive their monthly pass through the City of Boston MBTA Pass Deduction Program.* Any pass obtained through this program shall not be transferable. The cost of the pass will be deducted from the first paycheck of the month prior to the Pass ridership month and the Library's contribution will be applied at the same time.

For employees who purchase discounted passes directly through the MBTA based on age or disability and employees who are not eligible to participate in the City of Boston MBTA Pass Deduction Program, the Library agrees to reimburse such employees twenty dollars (\$20.00) per month upon proof of such purchase satisfactory to the Library. *Effective the first pay period after ratification, the Library agrees to reimburse such employees twenty-five dollars (\$25.00) per month upon proof of such purchase satisfactory to the Library.* Such passes are not transferable.

If the MBTA Pass Program is discontinued, the benefit will continue to be paid to those employees who provide proof of purchase of a MBTA pass satisfactory to the Library.

Add new Section 12:

Section 12. Light Duty. Employees who are receiving benefits under the City's workers' compensation program shall be required to comply with the City of Boston's Light Duty policy.

Add new Section 13:

Section 13. Life Insurance.

In accordance with Massachusetts General Law, the City provides five thousand dollars (\$5,000) basic life insurance for each employee. The City pays fifty percent (50%) of the premium for this benefit. Effective January 1, 2014, the City will provide an additional five thousand dollars (\$5,000) of life insurance. The employer will pay fifty percent (50%) of the premium for this additional life insurance. The employee will pay the remainder of the premium. This additional life insurance product shall be discontinued when the enrollee ceases to be a member of the bargaining unit.

ARTICLE XX – COMPENSATION

Replace Section 1 with the following:

Section 1. Base wage increases as follows:

Effective First Pay Period (“FPP”) January 2011 – 0%

Effective FPP January 2012 – 1%

Effective FPP January 2013 – 2%

Replace Section 1A with the following:

Section 1A.

Employees who had any portion of their FY2010 base wage increase delayed for the three hundred and sixty four (364) day period will receive a lump sum payment equal to the actual dollar value of base wages not earned during the three hundred and sixty four (364) day period, less all applicable taxes and deductions. The lump sum payment will be based on an employee’s base wage and will not include any retroactive payment of overtime or additional earnings that occurred during the FY10 wage delay period.

The City will compensate employees within ninety (90) calendar days from the date the City Council approves the funding of this agreement.

Section 9

All pending CGA’s on file as of July 24, 2013 of this agreement shall survive the effective dates of this Agreement.

ARTICLE XXI - LAYOFF, DISPLACEMENT AND RECALL OF EMPLOYEES

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Section 1. Layoff shall be defined as an employer-initiated separation of an employee from service with the Library **when a position is eliminated** because of lack of work, shortage of funds, curtailment of services, or any other reason except for voluntary separation. Layoff does not include the discharge of an employee for cause.

It is the intention of the parties that the layoff provisions of this Agreement, where applicable, shall be read in conformance with M.G.L.c.31. It is also the parties' intent that the layoff provisions of this Agreement shall apply, except where prohibited by law.

Section 2. If a layoff becomes necessary it shall occur as follows:

(A) The least senior employee **in the grade of the eliminated position** shall be laid off first provided that the more senior employee has the qualifications and ability for the position.

(B) Seniority for the purpose of layoff shall be as defined in Article XIX, Section 8.

(C) The Library Department shall endeavor to provide one month's advance notice of layoff. If said notice is not provided, then the employee shall be entitled to one week's pay for each week he/she did not receive said notice up to a maximum of two (2) weeks' pay. This payment shall be in addition to any other compensation or benefits due to the employee.

No employee who is laid off from work or displaced from his/her original position pursuant to this Article shall be entitled to any added compensation other than as provided above.

(D) Any grievance relating to this section must be filed within five calendar days of notice of layoff, and if not resolved must be moved to expedited arbitration according to the Labor Relations Connection within five calendar days after initial filing.

Section 3. Following notification of layoff to the least senior members of the bargaining unit, the remaining employees shall be given the opportunity to exercise the following bumping rights:

Employees in positions to be vacated shall exercise their seniority in displacing other employees **in the same or lower grade** through the following procedure.

First, employees in positions saved who are among the least senior members of the bargaining unit shall be removed from their positions **when the employee's position is of the same or a lower grade position of the eliminated positions**; these positions then will be defined as "available vacancies" for purposes of displacement.

Beginning with the highest grade level with incumbents in positions to be vacated, a displacing employee shall select an assignment through the following sequence of steps, beginning with the employee's own grade level and at each successive grade level below until an assignment is made or layoff occurs:

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STEP #1: choose any "available vacancy" for which the employee is qualified *and has the ability to perform the work*. Any "available vacancies" which are not selected by displacing employees shall be filled by recalling the most senior employee qualified *and able to perform the work* to fill the position.

STEP #2: *an employee will be offered up to three (3) positions as follows:*

- (a) In the first instance the employee shall choose any of the three (3) least senior positions in the grade and within the functional group from which the employee was displaced and for which the employee is qualified and has the ability to perform the work;*
- (b) only if there are not three (3) such positions within the employee's functional group, then the balance shall come from the least senior positions in functional group(s) in which the employee has prior experience and for which the employee is qualified and has the ability to perform the work;*
- (c) only if there are still not three (3) such positions, then the balance shall come from the least senior position(s) in functional group(s) for which the employee is qualified and has the ability to perform the work.*

In no event shall an employee be offered more than three (3) positions.

Each of the following five (5) areas is a Functional Group: Facilities, Public Service, Information Technology, Administrative, Technical Services.

It is understood that in no case shall an employee displace another employee whose seniority for layoff purposes is greater than that of the displacing employee. Should an employee decline positions in any step for which he/she is qualified, the employee will then move to the next step/grade in the sequence and relinquish rights to any previously tendered positions.

The Library's determination of qualifications shall not be arbitrary and capricious.

Section 4. In the event that any employees have the same seniority date as defined in Article XIX, Section 8, their relative seniority shall be determined by the last digit(s) of the employees' social security number. Zero shall be the low number, and the low number always wins. This method shall also apply to any ties that arise during the recall process.

Section 5. In the event that any employee is displaced to a position in a lower grade, he/she shall be placed in the step which is closest to without exceeding their current base wage. Any longevity to which the employee is entitled shall be based upon the newly assigned grade level in accordance with Article XX, Section 7.

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Section 6.

All employees who are either laid off or displaced as a result of this Agreement shall be placed on a recall list in order of seniority *and grade*.

Employees who are displaced to a position in the same grade and functional group are not eligible for recall opportunities.

Employees who are displaced to a lower graded position will only be offered vacancies in the grade and functional group from which they were displaced. If the displaced employee does not accept an offered position in the same grade and functional group that the employee had at the time s/he was laid off, the employee will not be offered any other recall opportunities.

Whenever a position *in the same grade and functional group that the employee had at the time s/he was laid off* becomes available, the Library shall offer the position to qualified employees on the recall list in order of seniority *and grade*. Such notice shall *either* be sent to the employee at his/her last known address by registered mail *or in the event the employee selects to be noticed via email to the email address the employee provided when s/he was laid off*, with *an email* copy to Local 1526. To be eligible for recall, the employee must notify the Personnel Office of his/her intent to accept the position within five (5) days, *excluding weekends and holidays, of the delivery date of the email or the date the letter is sent via registered mail and must be available to report to work within five (5) days, excluding weekends and holidays, thereafter. If an employee does not respond to the notice or declines the position, he/she will lose all further recall rights. Recall will then move to next qualified and able employee.*

Whenever a position in a lower grade becomes available, the Library shall offer the position to qualified employees on the recall list in order of seniority and grade and functional group. Such notice shall either be sent to the employee at his/her last known address by registered mail or in the event the employee selects to be noticed via email to the email address the employee provided when s/he was laid off, with an email copy to Local 1526.

To be eligible for recall, the employee must notify the Personnel Office of his/her intent to accept the position within five (5) days, *excluding weekends and holidays, of the delivery date of the email or the date the letter is sent via registered mail and must be available to report to work within five (5) days, excluding weekends and holidays, thereafter. If an employee does not respond to the notice or declines the position, he/she will lose all further recall rights. Recall will then move to next qualified and able employee.*

Section 7.

Employees who have been laid off shall be returned to work in the inverse order in which they have been laid off provided that they are qualified and have the ability to perform the work available. An employee's right to be recalled shall cease after two (2) years from the date of layoff or at the time at which the employee has refused three (3) recall notices *to lower graded positions or one (1) recall notice to the same graded position as the employee had at the time of layoff*, whichever comes first.

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The right of laid off employees to accumulate seniority shall cease after two (2) years from the date of layoff. Seniority accumulated hereunder shall not count for purposes of longevity payments. An employee returning to a position from recall status shall have any sick leave which was un-liquidated at the time of layoff restored on the date of re-employment. Furthermore, vacancies which are to be filled during the time in which any employees remain on recall status, shall first be filled through recall; if no qualified employees for the position are available from recall, or if qualified employees on recall decline the position offered, filling of the vacancies then shall proceed in accordance with the provisions of Article XII. All laid off employees with seniority rights shall be given an opportunity to return to work if qualified and able to perform the work available before any new employees are hired by the Library Department.

Section 8. With the exception of the Grievance Rights outlined in Section 2 above, only the Library's determination of qualifications *and ability* shall be subject to the grievance procedure as hereinafter defined.

The Parties agree to an expedited *grievance and* arbitration procedure in which the Union shall file any grievance directly to the City's Office of Labor Relations. The Office of Labor Relations shall hold a *Step 3* hearing as expeditiously as possible. Should the grievance remain unsettled, the Union shall file for arbitration within five days of the issuance of the Step 3 answer. At arbitration each party shall be limited to a forty-five-minute presentation of their case and a ten-minute rebuttal. No briefs shall be submitted. The arbitrator shall render his decision within forty-eight hours. The issue before the arbitrator shall be whether the Library was arbitrary or capricious in its determination that the employee was not qualified for the position grieved.

Section 9. The red-circled salary status of any BLA5, Class AA, whether or not they are displaced under these provisions shall be maintained.

Section 10. CORI

As a condition of employment for recall from layoff, an employee will be required to authorize the employer to obtain and review the employee's criminal offender record information ("CORI") or any criminal record information from national database(s).

If an adverse employment action is taken against such an employee pursuant to the results of the information provided during the CORI review, such action is subject to the just cause provisions outlined in Article VI, Section 1 of this Agreement.

ARTICLE XXV – DURATION OF AGREEMENT

Replace Article XXV 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.

Additional Provisions

Add new Article XXVI, "Attendance" to provide, every employee covered by this Agreement shall be required to comply with the City of Boston Attendance Policy beginning November 1, 2014. It is agreed and understood that the initial "look back" date for evaluating whether an employee has ten (10) or more instances of sick leave shall be August 1, 2014. As of August 1, 2015, the City will evaluate sick leave use based on the prior completed twelve (12) month period.

The parties agree the City's Adverse Weather Policy shall take effect January 1, 2014. Said Policy shall supersede all prior GANs, Policies, agreements and practices regarding Adverse Weather and/or Snow Emergencies.

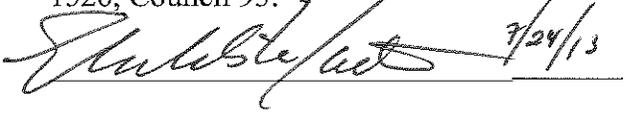
The City agrees to upgrade the four (4) Inter Library Loan (ILL) positions, currently graded as BLA 3's to BLA 5's. All incumbents shall be placed at Step 4 with the exception of red-circled incumbent who shall be placed at Step 6. Such upgrades shall not take effect until the parties have agreed upon the job description for the ILL BLA 5 position. The parties further agree to meet within thirty (30) days after this Agreement becomes effective in order to begin discussions over said revised job description.

In witness whereof, the parties hereto have caused their names to be subscribed as the duly authorized officers and representatives on this 24 day of July, 2013.

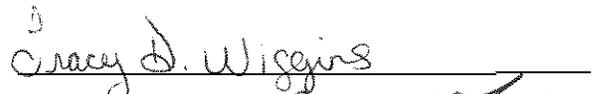
For the City of Boston:

For the American Federation of State
County and Municipal Employees, Local
1526, Council 93:



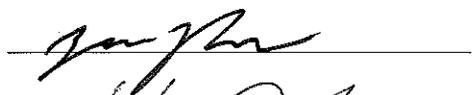


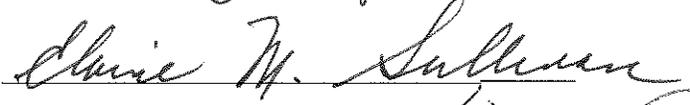




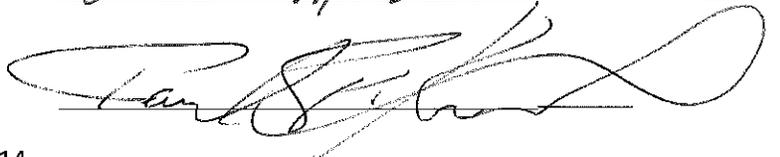












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