

**MEMORANDUM OF AGREEMENT**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL UNION 103 OF GREATER BOSTON, AFL-CIO  
AND CITY OF BOSTON NEGOTIATIONS  
2007-2010 CBA**

*This Memorandum of Agreement ("Agreement") is made pursuant to Massachusetts General Laws Chapter 150E between the City of Boston ("City") and the International Brotherhood of Electrical Workers, Local 103 ("IBEW")*

*This three year Agreement supplements and amends the Collective Bargaining Agreement effective July 1, 2006 through June 30, 2007 Except as expressly provided below, the parties agree that the terms and provisions of their Collective Bargaining Agreement effective July 1, 2006 through June 30, 2007, shall be extended without modification for the period commencing on July 1, 2007 through June 30, 2010.*

**ARTICLE VI- DISCIPLINE AND DISCHARGE**

**Amend Section 1, Paragraph 1 to read as follows:**

**"Section 1. No employee who has completed one hundred and twenty (120) days (or, eight hundred and forty (840) hours) of actual work shall be disciplined, suspended, or discharged except for just cause. Any period or periods during the first one hundred and twenty (120) days (or, eight hundred and forty (840) hours) of service for which an employee is not paid (including as little as one (1) hour) shall extend the probationary period by that amount of time. For the purpose of employees working on a less than full-time schedule, the probationary period will be considered complete after the employee has actually worked eight hundred and forty (840) hours (seven hours per day for one hundred and twenty (120) days). Any employee's probationary period may be extended at the discretion of the City up to a maximum of sixty (60) calendar days. The employee and the Union will be notified in writing of the length and reason for extension. An employee who separates from service and is subsequently re-employed by the City of Boston shall serve a new one hundred and twenty (120) day probationary period, except in cases of recall or reinstatement."**

**ARTICLE XIV- SICK LEAVE and PERSONAL LEAVE**

**Add New Section 11 to read as follows:**

**Section 11. Sick Leave Redemption.** The City shall redeem thirty percent (30%) of the total accumulative sick leave at the employee's final rate of pay.

**ARTICLE XV- OTHER LEAVES OF ABSENCE**

**Amend Section 4, Paragraph 1 to read as follows:**

**"Section 4. Bereavement Leave.** In the event of the death of a spouse, child, father, father-in-law, mother, mother-in-law, brother, sister, brother-in-law, sister-in-law or member of the employee's immediate household (for a period of six (6) months or more) an employee with six (6) months or more of continuous active service and who is in active service at the time of

such death, shall be entitled to receive **five (5)** working days' leave without loss of pay for the purpose of **bereavement**.

**In the event of the death of a grandparent or grandchild**, an employee with six (6) months or more of continuous active service and who is in active service at the time of such death, shall be entitled to receive **three (3)** working days' leave without loss of pay for the purpose of **bereavement**.

**In the event of the death of a niece, nephew, aunt or uncle**, an employee with six (6) months or more of continuous active service and who is in active service at the time of such death, shall be entitled to receive **one (1)** working day's leave without loss of pay for the purpose of **bereavement**."

## **ARTICLE XVII – MISCELLANEOUS**

### **Amend Section 11. paragraph (b) Weekly On-Call Pay**

(b) An on-call allowance of one hundred and fifty dollars (\$150.00) for each week he or she is on-call. To be eligible for the on-call allowance an employee must be available to work at all times during his scheduled on-call week.

### **Add new Section 18. 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, 2008, 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.

### **Add new Section 19. Health Insurance Opt-Out.**

The bargaining unit members declining the City's health insurance benefit shall be eligible for the City's opt-out insurance benefit pursuant to the City's health insurance policy. Those bargaining unit members shall receive fifteen hundred dollars (\$1,500) for opting-out of an individual plan or twenty-five hundred dollars (\$2,500) for opting-out of a family plan under the above-mentioned policy.

#### **Eligibility.**

To participate employees must currently be enrolled in medical coverage through the City of Boston and drop the coverage during the Open Enrollment period for at least one year;

Employees are eligible for the payment if they have coverage under another plan. Other plans include:

- a. Your spouse's/partner's plan (as long as he or she is covered by someone other than the City of Boston, Boston Water and Sewer Commission or the Boston Public Health Commission);
- b. A private plan;
- c. A plan offered through a second employer (if you have another job that provides health care benefits); or

- d. A retiree health plan from an employer other than one of the City of Boston groups.

**Add new Section 20. GPS Technology**

To improve deployment and supervision of personnel, to decrease incident/service response times, to protect its property and increase employee safety, the City intends to install GPS or other similar technology on its equipment and vehicles. Without waiving their rights in this matter the parties agree that the City shall provide the Union with written notice one hundred and eighty (180) calendar days prior to such installation. The City agrees to meet at least six (6) times to bargain during the one hundred and eighty (180) days. In its written notice to the Union, the City shall identify the types of equipment and types of vehicles within which it intends to install GPS technology.

It is understood that disciplinary actions against or excessive monitoring of City employees is neither the primary purpose, nor an intended result of the implementation of GPS or other similar technology. To that end, any disciplinary action which is based in any part upon a GPS finding or report must also be based on independent facts and justification which comport with the "just cause" standard in ARTICLE VI, Section 1 of the collective bargaining agreement.

**Add new Section 21. Post-Accident Drug and Alcohol Testing**

*The parties agree to incorporate the post-accident drug and alcohol testing provision of the City's Drug Testing Policy for members of the bargaining unit who operate a City vehicle as follows:*

Employees who are involved in an accident, while operating a City owned vehicle, shall be subject to an alcohol and drug test following the accident whenever:

1. the accident involved a fatality; or
2. an individual suffered a bodily injury that required immediate medical treatment away from the scene of the accident and the employee received a citation for a moving traffic violation arising from the accident; or
3. one of the vehicles involved in the accident was towed away from the scene and the employee received a citation for a moving traffic violation arising from the accident.

A reportable accident does not include:

- a. an occurrence involving only boarding and alighting from a stationary motor vehicle; or
- b. an occurrence involving the loading or unloading of cargo.

Although testing will never delay necessary and immediate medical treatment, testing should be performed as soon as possible following the accident.

**City's Responsibility:** The City shall provide employees with necessary post-accident information, procedures and instructions before the employee operates a City vehicle to enable employees to comply with the post-accident testing requirements. The City is responsible for adhering to the following timeline.

Time Lapsed

Action Required

2 hours	ALCOHOL- If the employee has not submitted to an alcohol test at this time, the City of Boston shall prepare and maintain on file a record stating the reason a test was not promptly administered.
8 hours	ALCOHOL- Cease attempts to administer alcohol test and prepare and maintain record described above.
32 hours	DRUGS- If the employee has not submitted to a drug test at this time, the City of Boston shall cease attempts to administer the test and prepare and maintain on file a record stating the reason a test was not promptly administered.

Employee's Responsibility: An employee is obligated to follow the post-accident instructions supplied by the City and to see that the alcohol and/or drug tests are conducted.

- An employee who is subject to a post-accident test must remain available for testing. An employee who leaves the scene before the test is administered or who does not make himself/herself readily available may be deemed to have refused to be tested and such a refusal shall be treated as a positive test
- Further, the employee must submit to an alcohol test within eight (8) hours following the accident. During the eight (8) hour period following the accident, the employee must refrain from consuming alcohol for eight (8) hours or until the employee submits to an alcohol test, whichever comes first.
- Likewise, the employee must submit to a drug test within thirty-two (32) hours following the accident.

Under the Influence of Alcohol or Drugs shall be defined as the presence of a measurable amount which is .04% or higher of alcohol in the blood, or a verified positive drug test result, at levels specified by the Substance Abuse and Mental Health Services Administration.

Controlled Substance is any drug included in Schedules I through V, as defined by Section 802(6) of Title 21 of the United States Codes [21 USC 802(6)], the possession of which is unlawful under Chapter 13 of that title. The term does not include the use of prescribed drugs which have been legally obtained and are being used for the purpose for which they were prescribed.

**Add new Section 22. Direct Deposit**

Effective first pay period of January 2008, all members of the bargaining unit shall be required to receive his or her compensation via direct deposit, if such arrangement has not already been made by the employee prior to that date.

**ARTICLE XVIII – COMPENSATION**

**Amend Section 1 as follows:**

Effective FPP July 7, 2007	2.5% base wage increase
Effective FPP July 5, 2008	3% base wage increase
Effective FPP July 4, 2009	2.5% base wage increase

**Amend Section 2 as follows:**

**Effective July 7, 2007** the travel allowance for employees who are required to use their own automobiles shall be increased from eleven dollars and fifty cents (\$11.50) to thirteen dollars and fifty cents (\$13.50).

**Effective June 30, 2010** the travel allowance shall be increased from thirteen dollars and fifty cents (\$13.50) to fourteen dollars (\$14.00)

#### **ARTICLE XIX- HEALTH INSURANCE**

*(Replace sections (a) and (b) with sections A through F)*

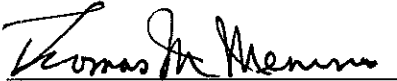
- A. Effective January 1, 2008**, the City's rate of contribution for all approved and authorized health maintenance organizations shall be 87.5%. The employee's rate of contribution for all approved and authorized health maintenance organizations shall be 12.5%.
- B. Effective January 1, 2009**, the City's rate of contribution for all approved and authorized health maintenance organizations shall be 85%. The employee's rate of contribution for all approved and authorized health maintenance organizations shall be 15%.
- C. Effective January 1, 2008**, the City's rate of contribution for all approved and authorized point of service products shall be 82.5%. The employee's rate of contribution for all approved and authorized point of service products shall be 17.5%.
- D. Effective January 1, 2009**, the City's rate of contribution for all approved and authorized point of service products shall be 80%. The employee's rate of contribution for all approved and authorized point of service products shall be 20%.
- E. Effective October 2007**, the City shall cease to offer Master Medical to bargaining unit members. On or about the FPP October 2007 the City shall offer the indemnity PPO known as Blue Care Elect Preferred. The City's rate of contribution for the indemnity PPO shall be 75%. The employee's rate of contribution shall be 25%.
- F. Adoption of M.G.L. Chapter 32B § 18.**
  - i. The Union agrees to support legislation that would allow Cities and Towns to adopt Section 18 and have the option of applying the provisions of Section 18 prospectively.
  - ii. In the event the legislature takes no action on the above-mentioned matter by June 30, 2008, the Union will support the adoption of Section 18, in its current form, by the Boston City Council.
  - iii. Upon adoption by the Boston City Council, the City will meet with the Union and bargain over the impact that the adoption will have on current members upon their retirement. The Union agrees that it will not require the City to bargain such impacts as part of a subsequent successor bargaining agreement even if the parties are already in negotiations for a successor bargaining agreement.

**ARTICLE XX - DURATION OF AGREEMENT**

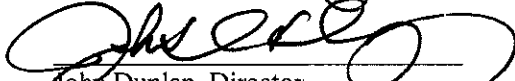
Except as otherwise provided herein, the Agreement shall take effect as of the date of execution and shall continue in full force and affect until superseded by a new Collective Bargaining Agreement.

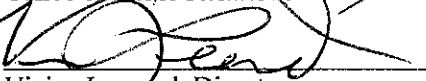
In witness whereof, the City of Boston and IBEW, Local 103 have caused the agreement to be signed, executed and delivered on 2nd day of October 2007.

CITY OF BOSTON:


  
Thomas M. Menino, Mayor


  
Lisa Signori  
Chief Financial Officer

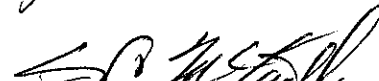
  
John Dunlap, Director  
Office of Labor Relations


  
Vivian Leonard, Director  
Office of Human Resources

IBEW, LOCAL 103:

  
Michael P. Monahan  
Business Manager

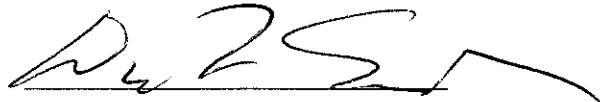
  
John P. Dumas

  
Steven C. McCarthy

  
Frank J. Porazzo

  
Joseph G. Sandulli, Esquire

Approved as to form:

  
William F. Sinnott  
Corporation Counsel

SD