

OFF THE RECORD PACKAGE PROPOSAL

The City presents the accompanying draft Memoranda of Agreement ("MOA's") for the periods 2010 to 2013 and 2013 to 2016 Off-the-Record Proposal without prejudice to its position during on-the-record bargaining. These two MOA's constitute one comprehensive package that must be accepted in its entirety.

MEMORANDUM OF AGREEMENT INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL UNION 103 OF GREATER BOSTON AFL-CIO AND CITY OF BOSTON SUCCESSOR CONTRACT NEGOTIATIONS

On August 7, 2012 the parties reached a tentative agreement subject to ratification by the International Brotherhood of Electrical Workers, Local Union 103 of Greater Boston, AFL-CIO (hereinafter, "IBEW," or "the Union") of both the July 1, 2010 through June 30, 2013 and the July 1, 2013 through June 30, 2016 agreements, and approval by the Mayor and Boston City Council. This three (3) year agreement shall not take effect unless and until IBEW 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 June 30, 2007 to July 1, 2010 agreement between the City of Boston and IBEW. This agreement is effective July 1, 2010 through June 30, 2013.

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 Union 103 of Greater Boston, AFL-CIO ("IBEW").

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

1. Article VI ("Discipline and Discharge")

In Section 1 substitute "six (6) months" in lieu of "one hundred and twenty (120) days (or, eight hundred and forty (840) hours)" so that Article VI, Section 1 reads as follows (changes underlined):

Section 1. No employee who has completed six (6) months of actual service 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. 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 six (6) month probationary period, except in cases of recall or reinstatement. An employee who appeals his/her suspension or discharge under Civil Service Law, Retirement Law or any other statutory appeal procedure, such as to the Massachusetts Commission Against Discrimination (MCAD), shall not have access for such grievance under the contract grievance and arbitration procedure.

When an employee who is eligible to appeal his/her grievance under Civil Service law or otherwise under the preceding sentence elects to proceed under the grievance and arbitration procedure with the Union's approval, such dispute may be processed under the contract grievance and arbitration procedure, in which case the contract grievance and arbitration procedure shall be the exclusive procedure for resolving such grievance in accordance with General Laws, Chapter 150E, Section 8.

In the event of group discipline arising out of the same incident, the dispute shall not be processed under the contract grievance and arbitration procedure unless all the employees subject to the group discipline so elect to proceed thereunder.

2. **Article XII ("Holidays")**

Amend Section 1 and add Sections 4 and 5 as follows:

Section 1. The following days shall be considered holidays for the purpose enumerated below:

- | | |
|-----------------------------|------------------|
| New Year's Day | Independence Day |
| Martin Luther King, Jr. Day | Labor Day |
| <u>President's Day</u> | Columbus Day |
| Evacuation Day | Veteran's Day |
| Patriot's Day | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Bunker Hill Day | |

If the Holiday falls on a Saturday, it will be observed on the preceding Friday. If the Holiday falls on a Sunday, it will be observed on the following Monday.

Sections 2 & 3 – NO CHANGE.

Sections 4 & 5 – NEW

Section 4. In addition to the holidays enumerated in Section 1 of this Article, on each January 1, full-time employees who were City of Boston employees on January 1, 2013 will be eligible for two (2) “floating holidays” that must be taken by December 31 at a time or times requested by the employee and approved by his/her immediate supervisor outside the bargaining unit. Employees who were not City of Boston employees on January 1, 2013, or who separated from service after January 1, 2013 shall not receive “floating holidays.”

Section 5. “Floating holidays” shall be subject to the same notice and approval requirements as outlined in Article XIII (“Vacation Leave”) of this Agreement. “Floating holidays” not used by December 31st of the year in which it was received shall not carry over into the following year and may not be redeemed for monetary compensation at any time. In the event an employee follows the appropriate notice requirements and is denied the use of his/her “floating holiday(s)” and as a result is unable to use the “floating holiday(s)” by the end of the calendar year, that employee may carry over his/her “floating holiday(s)” to the next calendar year. Any “floating holiday(s)” carried over must be used by December 31st of the following year.

3. Article XIII (“Vacation Leave”)

Delete the last paragraph of Section 7, which currently reads:

“For the purpose of computing "actual work" under Section 2 of this Article, up to eight (8) weeks may be counted during the vacation eligibility year for any of the following causes.

- Vacation leave: -- up to four (4) weeks;
- Disability leave
(Workmen's Compensation) -- up to four (4) weeks;
- Military Reserve annual -- up to four (4) weeks.
active duty leave”

And replace with the following:

“Any employee on an authorized leave of absence shall accrue or not accrue vacation time in accordance with the City’s Family & Medical Leave Policy, or Military Leave Policy, whichever is applicable.”

4. **Article XIV ("Sick Leave and Personal Leave")**

Amend Sections 2 & 4 as indicated. Add a new Section 6A.

Section 2.

Changes underlined herein.

No employee shall be entitled to sick leave without loss of pay as provided in Section I of this Article unless (a) the employee has notified his/her immediate superior of his/her absence and the cause thereof before the expiration of the first hour of absence or as soon thereafter as practicable; (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, has in writing, on a form furnished by the Supervisor of Personnel, requested leave without loss of pay for such period of absence; and (c) the appointing authority has approved such request. For periods of absence of five (5) consecutive working days or more, or more than ten (10) instances, whether consecutive or nonconsecutive, within the prior 12 month period, the appointing authority may require as a condition precedent to his/her approval of such request, evidence in the form of a physician's certificate for the necessity of such absence, or, if the cause of the absence is such as not to require the services of a physician, a written statement signed by the employee, setting forth the reason for the absence.

Section 4.

Add a new Paragraph 2 to Section 4 to read as follows:

"However, an employee who while in the performance of his/her duty receives bodily injuries resulting from acts of violence of a citizen, documented by a police report, and who as a result of such injury has been accepted for and is receiving Workers' Compensation payment pursuant to G.L. c. 152, shall be paid the difference between the weekly cash benefits to which he/she would be entitled under said chapter 152 and his/her regular salary, without such absence being charged against available sick leave credits, even if such absence may be less than six (6) calendar days duration. The provisions in this section shall be limited to ninety (90) calendar days after a bargaining unit member has been accepted and is receiving Workers' Compensation. This section shall not apply to injuries caused by another City of Boston employee or injuries sustained prior to the ratification of this agreement."

Add new **Section 6A** as follows: "Attendance. Every employee covered by this Agreement shall be required to comply with the City of Boston Attendance Policy beginning January 1, 2013 (attached)."

5. **Article XV ("Other Leaves of Absence")**

Replace former Sections 2 & 5 with the following:

~~Section 2. Military Leave. Every employee covered by this Agreement shall be granted Military Leave consistent with the City of Boston's Military Leave Policy (attached).~~

Section 5. Family & Medical Leave. Members of the bargaining unit may become eligible for family or medical leave consistent with the provisions of the City's Family & Medical Leave Policy (attached).

Subsection A. At or before the end of any leave of absence granted pursuant to the Family and Medical leave policy, no employee will be separated from employment without being afforded the opportunity for a hearing on the question whether the employee is permanently disabled from work or is capable of returning to work and performing essential functions. The appointing authority's decision as a result of any such hearing shall be subject to grievance and arbitration on the question of whether or not there was just cause for a separation.

6. **Article XVII ("Miscellaneous")**

In **Section 12**, "Personnel Evaluation," add subsection (e) stating, "The parties agree that the IBEW performance Review System shall be utilized (attached)."

Amend **Section 21**, "Post-Accident Drug and Alcohol Testing," as follows (changes underlined):

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/or 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/or the employee received a citation for a moving traffic violation arising from the accident.

All other language of Article XVII, § 21 shall remain the same.

Add a new **Section 23** to Article XVII as follows:

Section 23. Light Duty for Employees on Workers' Compensation. 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 for Employees on Workers' Compensation policy (attached).

Subsection A. An employee who continues to be disabled from full duty from the same illness or injury after three months of light duty assignment, will be returned to paid leave status if eligible or to worker's compensation. The employer may require reasonable medical documentation to substantiate the employee's inability

to return to full duty. The employee may also apply to the Department for unpaid medical leave pursuant to the Medical leave policy, which leave shall be subject to the operational needs of the Department in accordance with the provisions of the Medical Leave policy.

Section 24. To the extent there is a conflict between the express terms of the collective bargaining agreement and any City policy that has not been expressly incorporated into this agreement, the provisions of the collective bargaining agreement shall prevail.

7. **Article XVIII ("Compensation")**

Section 1A. Provide base wage increases as follows:

Effective FPP October 2010 – 0 % base wage increase.

Effective FPP October 2011 – 1 % base wage increase.

Effective FPP October 2012 – 2 % base wage increase.

Section 1B. **Lump Sum Payment.**

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 upon 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.

8. **Article XX, ("Duration")**

Amend the dates contained in Article XX, § 1 to reflect a three (3) year contract with a duration from July 1, 2010 through June 30, 2013.

In witness hereof, the City of Boston and the International Brotherhood of Electrical Workers, Local Union 103 of Greater Boston, AFL-CIO, have caused the Agreement to be signed on the 22 day of Jan, 2014

CITY OF BOSTON

INTERNATIONAL
BROTHERHOOD OF

ELECTRICAL WORKERS,
LOCAL UNION 103

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