

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 January 6, 2014 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 prior three (3) year agreement. This three (3) year agreement is the product of successor collective bargaining to the June 30, 2010 to July 1, 2013 agreement between the City of Boston and IBEW. This agreement is effective July 1, 2013 through June 30, 2016.

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, 2010 through June 30, 2013. Except as expressly provided below, the parties agree that the terms and provisions of their Collective Bargaining Agreement effective July 1, 2010 through June 30, 2013 shall be extended without modification for the period commencing on July 1, 2013 and ending on June 30, 2016.

1. Article XVII ("Miscellaneous")

In Article XVII, Section 11, add twenty-five (\$ 25.00) per week to the on-call allowance (from \$ 150.00 weekly to \$ 175.00 weekly) and modify the contractual language as indicated below:

Section 11. Weekly On-Call Pay. An on-call list shall be established on a voluntary basis. The on-call list shall be regularly rotated.

When an off-duty employee is called out to work outside of his/her regular hours, he/she shall receive:

(a) On-call pay at time-and-one-half for the hours actually worked on the call out;

(b) An on-call allowance of **one-hundred and seventy five dollars (\$175.00)** for each week he/she is on call. To be eligible for the on-call allowance, an employee must be available for work at all times during his/her scheduled on-call week.

(c) Employees shall be entitled to travel time for one-half (1/2) hour to and from any call out at a straight-time rate.

(d) The Department shall attempt to contact the employee at home. If unsuccessful, the Department will contact the employee **via two-way communication device provided by the Department**. Employees shall be required to call back the Department within 15 minutes of contact. Employees shall further be required to remain in a location that ensures that he/she can respond in a timely fashion when he/she is called.

(e) Failure to respond to a call or to comply with the terms herein will result in forfeiture of the entire on-call allowance and progressive discipline. An employee, who is on call, is unavailable or fails to respond to a call on two (2) occasions, his/her name shall be removed from the on-call list for one (1) year and shall be subject to progressive disciplinary action.

(f) Any employee who is on call shall be responsible for ensuring that his/her beeper is in working order at all times.

(g) If an employee, who is on call, is unable to respond due to an emergency, the employee shall be responsible for getting a backup employee to respond.

2. **Article XVIII ("Compensation")**,

Section 1. Provide base wage increases as follows:

Effective FPP October 2013 – 3 % base wage increase.

Effective FPP October 2014 – 3 % base wage increase.

Effective FPP October 2015 – 3 % base wage increase.

Section 2. Effective the first pay period in January 2014, the travel allowance for employees who are required to use their own automobiles shall be increased from fourteen (\$14.00) dollars to fifteen dollars and twenty-five cents (\$ 15.25).

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

Amend the dates contained in Article XX, § 1 to reflect a three (3) year contract with a duration from July 1, 2013 through June 30, 2016.

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

BY

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