

AGREEMENT

between

CITY OF BOSTON

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL UNION 103 OF GREATER BOSTON, AFL-CIO  
(IBEW)

Inspectional Services Department  
*(Electrical Inspectors)*

Effective  
July 1, 2002 - June 30, 2006

An Integrated Document  
Prepared by the City of Boston Office of Labor Relations

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## AGREEMENT

THIS AGREEMENT made under Chapter 150E of the General Laws, by and between the City of Boston, hereinafter called "the City," or "the Municipal Employer," acting by and through its Mayor or its Office of Labor Relations, and International Brotherhood of Electrical Workers, Local Union 103 of Greater Boston, AFL-CIO, hereinafter called "the Union."

### WITNESSETH:

WHEREAS the above-cited statutory provisions grant to employees of political subdivisions of the Commonwealth the right to bargain collectively with their Municipal Employer; and

WHEREAS the parties to this Agreement desire to establish a state of amicable understanding, cooperation and harmony; and

WHEREAS the parties to this Agreement consider themselves mutually responsible to improve the public service through the creation of increased morale and efficiency;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties mutually agree as follows:

### ARTICLE I PERSONS COVERED BY THIS AGREEMENT

The City recognizes the Union as the exclusive representative, for the purpose of collective bargaining relative to wages, hours, and other conditions of employment, of employees in the service of the City in its Inspectional Services Department in the following classifications:

Chief Electrical Inspector  
Senior Electrical Inspector  
Exterior Electrical Inspector  
Interior Electrical Inspector

and excluding all other employees.

ARTICLE II  
NON-DISCRIMINATION

The Municipal Employer and the Union agree not to discriminate in any way against employees covered by this Agreement on account of membership or non-membership in the Union, or on account of race, religion, creed, color, national origin, sex or age. The parties agree that the concept of Affirmative Action shall be applied consistent with the terms of this Agreement.

ARTICLE III  
PAYROLL DEDUCTION OF UNION DUES

In accordance with the provisions of Section 17A, Chapter 180, of the General Laws (Chapter 740 of the Acts of 1950), accepted by the City Council of the City of Boston on January 15, 1951, and approved by its Mayor on January 17, 1951, union dues shall be deducted weekly from the salary of each employee who executes and remits to the Municipal Employer a form of authorization for payroll deduction of union dues. Remittance of the aggregate amount of dues deducted shall be made to the Union's Financial Secretary within twenty-five (25) working days after the month in which dues are deducted.

ARTICLE IV  
PAYROLL DEDUCTION OF AGENCY SERVICE FEE

**Section 1.** Pursuant to Chapter 150E, Section 12, to assure that employees covered by this Agreement shall be adequately represented by the Union in bargaining collectively on questions of wages, hours and other conditions of employment, the Collector-Treasurer of the City shall deduct from each payment of salary made to each such employee during the life of this collective bargaining Agreement and pay over to the Union, the exclusive bargaining agent of such employee, as an agency service fee, an amount equal to the weekly union dues deduction from the salary of individual employees, which amount is proportionately commensurate with the cost of collective bargaining and contract administration. The Union certifies that this collective bargaining agreement is formally executed pursuant to a vote of a majority of all employees in the bargaining unit.

**Section 2.** The Union agrees to indemnify the City for damages or other financial loss, which the City may be required to pay or suffer by an administrative agency or court of competent jurisdiction as a result of the City's compliance with Section 1 of this Article.

## ARTICLE V MANAGEMENT RIGHTS

**Section 1.** The Municipal Employer shall not be deemed to be limited in any way by this Agreement in the performance of the regular and customary functions of municipal management, and reserves and retains all powers, authority and prerogatives including, without limitation, the exclusive right of the appointing authority to issue reasonable rules and regulations governing the conduct of his/her Department, provided that such rules and regulations are not inconsistent with the express provisions of this Agreement.

**Section 2.** Reduction in Force. The City shall not be deemed limited in any way in the exercise of its rights to discontinue operations in whole or in part, or to discontinue their performance in whole or in part by employees of the City, to eliminate all or some jobs within existing job classification, or to layoff or terminate personnel.

The selection of permanent Civil Service employees for layoff or termination under this Section shall be in accordance with the law and rules of Civil Service and equal employment opportunity.

## ARTICLE VI DISCIPLINE AND DISCHARGE

**Section 1.** No employee who has completed six 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. For the purpose of treating employees equitably who are working at less than a full-time capacity, the probationary period for such employees shall be considered complete after the employee has actually worked 910 hours (35 hours per week for 26 weeks). 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.

**Section 2.** It is understood and agreed that the City's failure or refusal to request authorization from Civil Service to extend a provisional appointment beyond its original term or beyond any previously authorized extension thereof, shall not constitute discharge or other discipline hereunder and shall not be a subject of grievance or arbitration.

**Section 3.** Any employee whose office or position is neither classified nor deemed to be classified under Civil Service law and rules and who has completed his/her six-month probationary period shall not be discharged except for just cause.

## ARTICLE VII GRIEVANCE PROCEDURE

**Section 1.** Only matters involving the question whether the Municipal Employer is complying with the express provisions of this Agreement shall constitute grievances under this Article.

**Section 2.** Grievances shall be processed as follows:

Step 1. The Union representative, with or without the aggrieved employee, shall present the grievance orally to the employee's immediate supervisor outside of the bargaining unit, who shall attempt to adjust the grievance informally.

Step 2. If the grievance is not settled at Step 1, it shall be presented in writing to the appointing authority or his/her delegate in the Department. The appointing authority or his/her delegate shall schedule a hearing on the grievance within three (3) working days after he/she receives it and shall issue his/her written answer thereto within three (3) working days after the hearing.

Step 3. If the grievance is not resolved at Step 2 within six (6) working days, the grievance may be submitted to the City's Office of Labor Relations which shall schedule a hearing within ten (10) working days after it receives the grievance. Conducting the hearing shall be one or more of the staff of the Office of Labor Relations. In addition, the City's committee to hear grievances may include such other persons as the Office of Labor Relations may from time to time designate.

Step 4. If the grievance is not resolved at Step 3 within fifteen (15) working days, the Union, and only the Union, may submit the grievance to arbitration. The arbitrator shall be selected by the mutual agreement of the parties. If the parties fail to agree on a selection in the first instance, the American Arbitration Association shall be requested to provide a panel of arbitrators from which a selection shall be made. Expenses for arbitrator's services shall be shared equally by the parties. The parties agree in principle to use the expedited arbitration procedure of the American Arbitration Association whenever feasible.

**Section 3.** Written submissions of grievances at Step 2 shall be in not less than triplicate, on forms to be agreed upon jointly, and shall be signed by the representative of the Union filing the grievances. If a grievance is adjusted at any step of the grievance procedure, the adjustment shall be noted on the grievance form and shall be signed by the Municipal Employer's representative and the Union representative reaching the adjustment. At any step of the grievance procedure where no adjustment is reached, the grievance form shall bear a notation that the grievance is unsettled, shall be signed by the Municipal Employer's representative and the Union representative then handling the grievance, and shall be referred to the next step in the grievance procedure as provided herein.

**Section 4.** A grievance shall be deemed waived if:

(a) not presented in writing at Step 2 within ten (10) working days of the occurrence, or failure of occurrence, whichever may be the case, of the incident upon which the grievance is based;

(b) not presented at Step 3 within ten (10) days after presentation at Step 2;

(c) not submitted to arbitration within forty-five (45) days after presentation at Step 3. (See Step 4, Section 2 of this Article.) "Submission to arbitration" means a letter to American Arbitration Association, postage prepaid, postmarked within the 45-day period, with a copy to the Office of Labor Relations.

**Section 5.** A written list of Union representatives in the Department shall be furnished to the appointing authority immediately after their designation, and the Union shall notify the appointing authority of any changes.

**Section 6.** Any incident, which occurred or failed to occur prior to the effective date of this Agreement, shall not be the subject of any grievance hereunder.

**Section 7.** The arbitrator hereunder shall be without power to alter, amend, add to or detract from the language of this Agreement. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall submit in writing his/her decision within thirty (30) days after the conclusion of testimony and argument, or as soon as practicable thereafter, unless extended by mutual consent. The arbitrator shall have no power to recommend any right or relief for any period of time prior to the effective date of this Agreement.

**Section 8.** Any matter, which is subject to the jurisdiction of the Civil Service Commission or any Retirement Board established by law shall not be a subject of grievance or arbitration hereunder. Complaints by Civil Service employees that they are being required by the appointing authority to perform work outside their job descriptions shall be referred to the Supervisor of Personnel prior to making complaint to the Director of Civil Service.

ARTICLE VIII  
NO-STRIKE CLAUSE

**Section 1.** No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown or withholding of services. The Union agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown or withholding of services.

**Section 2.** Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown or withholding of services, the Union shall forthwith disavow any such strike, work stoppage, slowdown or withholding of services and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the Municipal Employer, the Union shall take all reasonable means to induce such employee or group of employees to terminate the strike, stoppage, slowdown or withholding of services and to return to work forthwith.

**Section 3.** In consideration of the performance by the Union of its obligations under Section 1 and 2 of this Article, there shall be no liability on the part of the Union nor of its officers or agents for any damages resulting from the unauthorized breach of the agreements contained in this Article by individual members of the Union.

ARTICLE IX  
STABILITY OF AGREEMENT

**Section 1.** No agreement, understanding, alteration or variation of the agreements, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the City's Office of Labor Relations and the Union.

**Section 2.** The failure of the Municipal Employer or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement, shall not be considered as a waiver or relinquishment of the right of the Municipal Employer or of the Union to future performance of any such term or condition, and the obligations of the Union and the Municipal Employer to such future performance shall continue in full force and effect.

ARTICLE X  
HOURS OF WORK AND OVERTIME

**Section 1.** The regular workweek for employees covered by this Agreement shall be thirty-five (35) hours, and the regular workday shall be seven (7) hours. The parties recognize the need for the flexibility in scheduling to provided for extended services for the citizens of Boston, to that end, the workweek for members of the bargaining unit shall consist of five (5) consecutive days. The Department agrees to give the Union two (2) weeks notice prior to implementing any changes in the workweek and an opportunity to discuss any concerns relative to the intended changes. Additionally, the Department agrees that any new shifts, which are created, shall be put to bid on the basis of seniority. In the event that the shift is not filled it shall be assigned on the basis of inverse seniority.

**Section 2.** All authorized overtime service in excess of the regular work day or the regular workweek, or on the sixth and seventh consecutive days of service, shall be compensated on a time-and-one-half basis, except that a seventh consecutive day of actual service on a continuous operation only shall be compensated at double time.

**Section 3.** An employee shall not be denied overtime compensation for authorized overtime service, as specified in Section 2 of this Article, by reason of authorized absence during the week in which such overtime service is performed. However, in the event of unauthorized absence in the week in which overtime service is performed, or in the event of absence without pay by reason of disciplinary action, such employee shall be compensated for such overtime service in a straight-time basis only.

**Section 4.** Employees shall not accept compensatory time off in lieu of monetary compensation for overtime work.

**Section 5.** Overtime work shall be distributed as equitably as possible, consistent with the operating requirements and policies of the Department. A list of all eligible employees shall be posted in a conspicuous place, and kept up-to-date, by the Department. For the purpose of a regular rotation of overtime opportunities, but for such purpose only, overtime work refused shall be considered as overtime actually worked.

**Section 6.** In the event an employee reports to his/her regular place of work at his/her regularly scheduled time and is sent home for lack of work, he/she shall be entitled to a day's pay.

**Section 7.** All employees' work schedules shall provide for a fifteen-minute rest period during each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one-half shift whenever this is feasible. The present practice with respect to wash-up time shall continue in force for the duration of this Agreement.

**Section 8.** (a) If an employee who has left his/her place of employment after having completed work on his/her regular shift and is called back to work, he/she shall be paid for each hour worked on a time-and-one-half basis, and in no event shall he/she receive less than four (4) hours' pay on a straight-time basis.

(b) If an employee is called in to work on a holiday, he/she shall receive, in addition to his/her regular weekly compensation, time-and-one-half for each hour worked on such holiday, and in no event shall he/she receive less than four (4) hours' pay on a straight-time basis.

(c) If an employee is called in to work on a Sunday, he/she shall receive, in addition to his/her regular weekly compensation, double time for each hour worked on such Sunday, and in no event shall he/she receive less than four (4) hours' pay on a straight-time basis.

(d) It is understood that the provisions of this Section are subject to the limitations contained in Section 2 of this Article.

**Section 9.** All employees shall be scheduled to work on regular work shifts, and each work shift shall have a regular starting time and quitting time. Work schedules shall be posted on all Department bulletin boards at all times. Employees shall be given reasonable notice of any change in their work.

**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. 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.

**Section 11.** All overtime shall be paid no later than the third payroll week following the month in which such overtime was earned.

**Section 12.** All employees in the bargaining unit shall sign-in at the beginning of his/her scheduled work shift and sign-out at the end of his/her scheduled work shift. Failure to comply shall subject an employee to progressive discipline. Willful misrepresentation on time sheets is an offense punishable by discipline up to and including discharge.

## ARTICLE XI TEMPORARY SERVICE IN A LOWER OR HIGHER POSITION

**Section 1.** While an employee is performing, pursuant to assignment, the duties of a position classified in a grade lower than the grade of the position in which he/she performs regular service, he/she shall be compensated at the rate of pay for the grade of the position in which he/she performs regular service.

**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 performs regular service, other than for the purpose of filling in for an employee on vacation, shall, commencing 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 entitled had he/she been promoted to such position. The City shall notify the employee who has been assigned to perform such temporary service in a higher position in writing within five (5) days of the appointment.

**Section 3.** When there is an existing Civil Service list for a higher position to be filled on a temporary basis, the selection of an employee to perform temporary service in such higher position shall be made in accordance with Civil Service rules.

**Section 4.** When there is no existing Civil Service list for the position to be filled temporarily, the selection of an employee to perform temporary service in such higher position shall be made on the basis of qualifications and ability; and where qualifications and ability are equal, seniority as defined under Civil Service law and rules shall be the determining factor. In the event that the senior applicant for the position is not selected, the Appointing Authority shall, upon request by the Union, submit reasons in writing why said senior employee was not selected to fill the position. The Appointing Authority shall be the sole judge of

qualifications and ability, provided that such judgment shall not be exercised arbitrarily, capriciously, or unreasonably. Any dispute hereunder shall be subject to the grievance and arbitration procedure.

**Section 5.** Provisional Promotion. In the event the appointing authority seeks to fill a permanent vacancy with a provisional promotion in a position covered by this Agreement at its effective date, the following procedure shall apply:

(a) The vacancy shall be posted for five (5) consecutive working days in the Department.

(b) On the poster the appointing authority shall specify the job classification eligible to fill the position. (his/her decision as to eligible classifications of employees shall be subject to Civil Service law and rules and shall not be a subject of grievance or arbitration.) The poster shall also specify the duties of the position and the location of the position.

(c) The selection of an employee for provisional promotion shall be made from among the eligible bidders in the manner specified in Section 4 of this Article. Notice of selection shall be posted on the original poster at the time the selection is made.

**Section 6.** A complaint by an employee who is junior to the employee selected under Section 4 or Section 5 of this Article shall not be a subject of grievance or arbitration. In the event that there are multiple applicants having greater seniority than that of the successful candidate, only one (1) of the more senior applicants may grieve the non-selection.

**Section 7.** Any employee provisionally promoted, provisionally appointed, transferred and/or placed in a new position in the bargaining unit, shall serve a separate six (6) month evaluation period during which time the Appointing Authority, at his/her discretion, may return the employee to his/her former position.

ARTICLE XII  
HOLIDAYS

**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
Washington's Birthday	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.

**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 work day, he/she shall nevertheless be paid his/her regular weekly compensation for the workweek in which the holiday falls. If in the course of his/her regular service an employee is required to work on any of the holidays listed in Section I of this Article, or if the holiday falls during an employee's vacation or on his/her regular day off, he/she shall receive, in addition to his/her regular compensation, either an additional day off or an additional day's pay on straight-time basis.

**Section 3.** Notwithstanding any provision of this Agreement to the contrary, the City reserves and retains the right to determine whether an employee who works on a holiday shall receive additional time off or additional pay.

ARTICLE XIII  
VACATION LEAVE

**Section 1.** The period to be used in determining the vacation leave in any calendar year, which period shall hereinafter be called "the vacation eligibility year," shall be the twelve months preceding June 1 of such year.

**Section 2.** Every employee covered by this Agreement who on June 1 has actually worked for the Municipal Employer for thirty (30) weeks in the aggregate during the vacation eligibility year shall be granted two weeks of vacation leave.

**Section 3.** Every employee covered by this Agreement who qualifies for vacation leave under Section 2 of this Article and who, on June 1, has completed four years and five months of service, but less than nine years and five months of service, shall receive one week of vacation leave in addition to the vacation leave set forth in Section 2 of this Article.

**Section 4.** Every employee covered by this Agreement who qualifies for vacation leave under Section 2 of this Article and who on June 1 has completed nine years and five months of service shall receive two weeks of vacation leave in addition to the vacation leave set forth in Section 2 of this Article. Every employee covered by this Agreement who qualifies for vacation leave under Section 2 of this Article and who on June 1, 1973, and thereafter on June 1 has completed fourteen years and five months of service shall receive three weeks of vacation leave in addition to the vacation leave set forth in Section 2 of this Article.

**Section 5.**<sup>1</sup> For the purposes of determining vacation leave under Sections 2, 3 and 4 of this Article, service within the Commonwealth of Massachusetts or the County of Suffolk shall be included in computing length of service. The number of years computed and credited for such service shall be capped at twelve (12) years. All members of the bargaining unit who are on the payroll as of the effective date of this Agreement<sup>2</sup>, which shall be complete upon execution by the Mayor, shall be exempt from the terms of this provision.

**Section 6.** The Appointing Authority may grant during any calendar year a one-week vacation to any employee covered by this Agreement who for any reason is not entitled to vacation leave under Section 2 of this Article; provided, that on June 1 of such year such employee has been continuously in active service for at least five months.

**Section 7.** An employee may secure the benefits of Section 2, 3, 4 and 6 of this Article only during active service; and no rights under said Sections shall accrue to an employee in the event of the termination of his/her employment

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<sup>1</sup> The 2003-2006 Memorandum of Agreement appears to contain a typographical error in item 5 on page 2. It states, "Amend section 3 to read as follows." However, it appears that the language to be modified is contained in section 5 of this Article.

<sup>2</sup> The effective date of this modification to the Agreement is July 1, 2003, which is the effective date of the July 1, 2003 through June 30, 2006 Memorandum of Agreement that was executed on September 29, 2004.

before the vacation leave therein authorized has been actually taken, except as specifically provided in Sections 8 and 9 of this Article.

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 active duty leave -- up to four (4) weeks.

**Section 8.** If during the vacation eligibility year (prior to June 1) the employment of an employee who has actually worked for the Municipal Employer for thirty (30) weeks in the aggregate since June 1 of the preceding year and who is entitled to vacation leave under Section 2, Section 3 or Section 4 of this Article is terminated for a reason other than death, retirement, or discharge for cause, such employee shall be paid an amount in lieu of vacation leave prorated in the proportion that the number of months of service since June 1 of the preceding year (including the month in which employment is terminated) bears to twelve.

**Section 9.** If the employment of any employee entitled to vacation leave under Section 2, Section 3 or Section 4 of this Article is terminated by death or retirement without the employee having been granted such vacation, such employee, or in the case of death, the employee's estate, or as provided in Section 111I of Chapter 41 of the General Laws, the employee's surviving spouse or next of kin shall be paid an amount in lieu of such vacation; provided, that no monetary or other allowance has already been made, therefore, and provided, further, if the employment is terminated by death or retirement before June 1, that the employee has actually worked for the Municipal Employer for thirty (30) weeks in the aggregate since May 31 of the preceding year. For the purpose of this Section, the vacation eligibility year for the fifth week of vacation as specified in the last sentence of Section 4 shall be deemed to commence on June 1, 1972.

**Section 10.** Immediately prior to departure on vacation leave, an employee will be permitted to be advanced vacation pay allowance up to his/her maximum vacation leave entitlement, the advancement shall not exceed the vacation pay allowance for such vacation leave period.

**Section 11.** Vacation leave shall be taken at such time as, in the opinion of the appointing authority, will cause the least interference with the regular work of his/her Department. Subject to the preceding sentence, vacation leave selection shall be determined by seniority.

#### ARTICLE XIV SICK LEAVE and PERSONAL LEAVE

**Section 1.** Every employee covered by this Agreement who has completed six (6) months of continuous service for the Municipal Employer shall, subject to Section 2 of this Article, be granted sick leave without loss of pay for absence caused by illness or by injury or exposure to contagious disease or by the serious illness or death of a member of the employee's immediate family or by illness or disability arising out of or caused by pregnancy or childbirth.

Sick leave shall accrue at the rate of one (1) day for each month of actual service, not to exceed twelve (12) working days in any calendar year. Employees shall not be credited with twelve (12) days' sick leave as of January 1 of any year, in advance of such year having been worked. Sick leave not used in the year in which it accrues, together with any accumulated sick leave standing to the employee's credit on the effective date of this Agreement and not used in the current year may be accumulated for use in the subsequent year. Sick leave not used prior to the termination of an employee's service shall lapse, and the employee shall not be entitled to any compensation in lieu thereof.

**Section 2.** 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, 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 3.** An employee on leave because of an occupational disability may take such of the sick leave allowance to which he/she is entitled under this Article as, when added to the amount of any disability (Worker's compensation) will result in the payment to him of his/her full salary for any particular workweek.

**Section 4.** Up to five (5) days sick leave credit will be restored to an employee's accumulated sick leave when such employee has used sick leave allowance between the date of injury on the job and date disability (Worker's compensation) is awarded, except that such sick leave shall be offset proportionately by a disability benefit that is awarded retroactively to date disability was incurred.

**Section 5.** An annual report of sick leave shall be made available upon request.

**Section 6.** The City may require a doctor's certificate from any employee with an unusual history of absenteeism who is absent due to sickness either the day before or the day after a holiday.

It is agreed that employees who abuse the sick leave provisions of this Agreement shall not be entitled to paid sick leave and shall be subject to disciplinary action in accordance with the provisions of Article VI. The Union agrees to cooperate with the City in dealing with problems related to sick leave abuse.

**Section 7.**<sup>3</sup> On January 1, full-time employees on the payroll as of that date shall be credited with four (4) paid personal days, which must be taken during the following twelve (12) months. Any employee who begins employment after January 1 but before July 1 shall be entitled to three (3) personal days to be taken

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<sup>3</sup> The 1996-1999 Memorandum of Agreement appears to contain a typographical error at the top of page 4. It states, "Delete Section 7 of Article XV and replace with the following section 7:" There is no section 7 to Article XV, and because the new Section 7 deals with personal time, it appears that the new Section 7 belongs within Article XIV.

prior to the end of that calendar year. Personal time shall not be taken during an employee's probationary period.

Personal days may be used to conduct personal business that could not be done outside of working hours. Such leave shall be taken in whole hour-long units of not less than one (1) hour and not more than seven (7) hours (fractions of hours shall be deemed whole hours). The use of personal leave is subject to the approval of the Appointing Authority. The employee shall endeavor to provide the Appointing Authority notice for a request for personal time and it shall not be unreasonably denied. Notice, except in the case of an emergency, shall be twenty-four (24) hours.

Notwithstanding the above paragraph, no employee shall use personal time on the day before or the day after a holiday or on the day before or the day after vacation leave without prior approval from the Appointing Authority or his/her designee.

Personal days shall not be carried over into the following year except where the request for such leave was denied by the Appointing Authority or his/her designee, in which case it may be carried over consistent with the City's vacation carry over practice.

**Section 8.** Annual Redemption of Sick Leave. An employee who has used fewer than five (5) sick days in the twelve-month period ending December 31 of any year in which this Agreement is in effect may elect to redeem sick days in a lump-sum cash payment in accordance with the following schedule:

ANNUAL SICK DAYS	SICK DAYS USED	CASH REDEMPTION
15	0	5 days' pay
14	1	4 days' pay
13	2	3 days' pay
12	3	2 days' pay
11	4	1 day's pay
10	5	0 days' pay

The per diem rate will be the employee's rate on December 31, as specified in the Pay Schedule for compensation grades EI-12 to -16, inclusive in force on December 31.

During January, the City will notify each qualified employee of his/her redemption options. An employee may elect to redeem all or part of his/her entitlement in full days. Unredeemed sick leave days will be accumulated in the normal manner.

**Section 10.**<sup>4</sup> I.B.E.W. Extended Sick Leave Bank. There shall be established for all members of the bargaining unit an extended sick leave bank which shall be administered by the Office of Personnel Management, established and utilized according to the following procedures:

A. To be eligible for membership an employee must have completed his/her initial six-month probationary period and must have voluntarily donated one sick day per year to the sick leave bank. Sick leave donated will not adversely impact the employee's attendance record or sick leave buyback, but will be deducted from his/her accumulated sick leave. The balance in the bank shall be the total number of sick leave days donated less the number of days granted by this Committee.

B. Enrollment in the sick leave bank will be open from January 1 to January 31 of each year. The Office of Personnel Management will distribute information and authorization forms to employees at least thirty (30) days prior to the enrollment period.

C. The Sick Leave Bank Committee will be responsible for the review of requests for sick leave compensation time to be withdrawn from the sick leave bank. The Committee will be comprised of two (2) representatives appointed by the City and two (2) representatives appointed by the Union. Members of the Committee shall be granted reasonable paid time off pursuant to Article XV Section 1 subsection (j) for attendance at meetings of the Committee. Providing the balance in the Bank is sufficient, the Committee shall have authority to grant up to fifteen (15) days of sick leave to an employee per fiscal year (July 1 to June 30), and shall make a determination on each application for additional sick leave within ten (10) working days of receipt of all documentation required by the Committee. The Committee may extend for an additional fifteen (15) days the grant for additional leave. Decisions of the Committee with respect to eligibility and entitlement shall be final, and shall not be the subject of grievance or arbitration.

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<sup>4</sup> The 1996-1999 Memorandum and Agreement instructs to create a new "Section 10". There is no Section 9.

D. Applications for leave to be withdrawn from the sick leave bank must be submitted in writing to the Committee administrator along with a signed statement for the employee's doctor which fulfills the criteria in E(3) below. If the Committee has denied an application for leave, the employee may request, in writing, that the application be reconsidered at a meeting of the Committee at which the employee is present. The Office of Personnel Management shall number each application for leave and shall take other steps to remove any reference to the employee's name from the medical reports or documentation. The Committee, through the Office of Personnel Management, may request information from the employee's department which may be relevant to the Committee's deliberations. The Office of Personnel Management and the Committee shall at all times safeguard and shall not unnecessarily disclose or discuss confidential medical information concerning employees who have applied for sick leave. The Office of Personnel Management shall make period status reports on the fund balance as needed by the Committee.

E. The following criteria shall be used by the Committee in awarding sick time from the Bank:

1. The employee is eligible by virtue of meeting the criteria in Paragraph A above;
2. The employee has exhausted all accumulated sick leave and other paid leave (such as vacation leave, personal leave, compensatory time);
3. The application is accompanied by adequate medical evidence of a serious illness or injury which prevents the employee's immediate return to work;

The Committee may require additional information or documentation prior to making a decision on any application. Sick time from the Bank shall be awarded only by a majority vote of the Committee.

## ARTICLE XV OTHER LEAVES OF ABSENCE

**Section 1.** Subject to the operating needs of each department, determined by the appointing authority, leave of absence without loss of pay will be permitted for the following reasons:

(a) Attendance by an employee who is a veteran as defined in Section 21, Chapter 31, of the General Laws as a pallbearer, escort, bugler, or member of a firing squad or color detail, at the funeral or memorial services of a veteran, as so defined, or of any person who dies under other than dishonorable circumstances while serving in the armed services of the United States in the time of war or insurrection;

(b) Attendance by an employee who is a veteran as defined in Section 21, Chapter 31, of the General Laws as a delegate or alternate to state or national conventions of certain veterans' organizations as designated from time to time, during the life of this Agreement, by the Mayor;

(c) Attendance by employees, who are delegates or alternates, at the annual convention of the Massachusetts State Labor Council;

(d) Prophylactic inoculation required by the Municipal Employer;

(e) Red Cross blood donations, if made on the premises of the department in which an employee requesting such leave serves;

(f) Promotional examinations conducted under Civil Service law and rules for promotion to any position in the service of the City;

(g) Medical examinations for retirement purposes;

(h) Attendance at hearings in Worker's Compensation cases as the injured person or as a witness. Any witness fees received by such injured person or witness shall be remitted to the Municipal Employer;

(i) Voting time up to a maximum of two (2) hours for voting in a state, municipal, or other election, provided that the hour of opening and closing the polls in the City or town in which an employee is registered to vote would preclude him from voting outside regular working hours, taking into consideration travel time from the polls to his/her regular place of employment, or vice versa;

(j) Reasonable time for processing of grievances by one employee's representative on each shift shall be granted. The Union shall provide the City and keep an updated list of such representatives. In order for such representatives to be compensated while on Union business, he/she must notify his/her supervisor

in writing when such representative is involved in the processing of grievances under the contract procedure.

(k) Attendance at educational programs, such as electrical seminars and code panels, required or authorized by the City; and

(l) Emergency medical treatment for employees injured during performance of assigned work. Employees who have returned to regular duty or to light duty after having been injured during performance of assigned work will be permitted reasonable time off without loss of pay for the purpose of attending follow-up physician's appointments which cannot be scheduled during off-duty hours.

**Section 2.** Military Leave. Every employee covered by this Agreement who is a member of a reserve component of the armed forces of the United States shall be granted, in accordance with Section 59 of Chapter 33 of the General Laws, leave of absence with pay, during the time of his/her annual tour of duty as a member of such reserve component; provided, however that such leave shall not exceed seventeen (17) days.

**Section 3.** Jury Duty. Every employee covered by this Agreement who is required to serve on a jury shall be granted leave of absence, without loss of pay. Upon presentation of satisfactory evidence relating to jury service and payment therefore, the City will pay such employee such sum of money as, when added to the amount received by such employee as compensation for jury service, will result in the payment to him of his/her full salary for any particular workweek.

**Section 4.** Bereavement Leave. In the event of the death of a spouse, father, father-in-law, mother, mother-in-law, brother, sister, child or grandchild in the immediate family of an employee with six or more months of continuance active service and who is in active service at the time of such death, such employee shall be entitled to receive up to three days' leave without loss of pay for the purpose of attending funeral services or arranging for burial. It is understood that these days must be days upon which the employee is regularly scheduled to work. Leave without loss of pay under this paragraph shall not be deducted from sick leave or vacation leave.

If an employee entitled to leave without loss of pay under this Section requires additional leave for such purposes, or in the event of a death in the immediate family of an employee not entitled to leave without loss of pay under this Section, leave for such purposes shall be deducted from sick leave allowance, if any.

**Section 5.** Pregnancy-Maternity Leave. Whenever a female employee shall become pregnant, she shall furnish the appointing authority with a certificate from her physician stating the expected date of her delivery. She may continue to work so long as her physician certifies that she is able to do so. Maternity leave without pay shall be granted, commencing with cessation of actual work under the preceding sentence, for a period not to exceed six (6) months after date of delivery.

## ARTICLE XVI SAFETY AND HEALTH

Both parties to this Agreement shall cooperate in the enforcement of safety rules and regulations. Complaints with respect to unsafe or unhealthy working conditions shall be brought immediately to the attention of the employee's superior and shall be a subject of grievance hereunder.

The Municipal Employer and the Union shall establish a joint safety committee consisting of representatives of each party in each department for the purpose of promoting sound safety practices and rules.

## ARTICLE XVII MISCELLANEOUS

**Section 1.** Bulletin board space will be provided for Union announcements. Such announcements shall not contain anything political, denunciatory or inflammatory; nor anything derogatory of the Municipal Employer or any of its officers or employees. Any Union-authorized violations of this Section shall entitle the Municipal Employer to disregard its obligations under this Section.

**Section 2.** Representatives of the Union shall be permitted to enter the premises of any department at any reasonable time for the purpose of discussing or processing grievances, provided that they do not interfere with the performance of duties and provided they give notice of their presence immediately upon arrival to the person in charge of such department.

**Section 3.** Should any provision of this Agreement be held unlawful by a court or administrative agency of competent jurisdiction, all other provisions of this Agreement shall remain in force for the duration of the Agreement.

**Section 4.** The present practice with respect to supply of uniforms shall remain in force during this Agreement.

**Section 5.** Nothing in this Agreement shall prevent the City and the Union from discussing problems of mutual concern at the departmental level at any time during the life of this Agreement.

**Section 6.** Employee Files. (a) No material originating from the City derogatory to an employee's conduct, service, character, or personality shall be placed in the personnel files unless the employee has had an opportunity to read the material. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed. Such signature does not necessarily indicate agreement with its contents, but merely signifies that the employee has read the material to be filed.

(b) The employee shall have the right to answer any material filed and his/her answer shall be attached to the file copy.

(c) Any employee shall have the right, on request at reasonable times, to examine all material in his/her personnel file, which is neither confidential nor privileged under law, in the presence of an officer in the Personnel Office. A copy of any such material shall be furnished at his/her request.

**Section 7.** Insurance Benefits. In the event that the General Court should amend the law to permit collective bargaining concerning the level of group insurance benefits, the Union will be given an opportunity, upon its request, to discuss group insurance benefits, including health and welfare plan, dental plan, optical plan and life insurance and medical care plan.

**Section 8.** Access to Premises. Only officials of this Union shall be granted access to the premises to discuss wages, hours and conditions of employment regarding persons covered by this Agreement.

**Section 9.** Residency. All members of the bargaining unit hired after July 1, 1990, shall be subject to the terms of the City of Boston Residency ordinance enacted July 6, 1976 (Ord. 1976, c. 9). Those employees hired prior to July 1, 1990, shall not be subject to any provisions of the City of Boston residency Ordinance enacted July 6, 1976.

**Section 10.** Conflict of Interest. All employees covered by this agreement shall submit to the Department, on an annual basis, the form agreed to by the parties disclosing any full or part-time employment held by such employees outside their position with the Department.

Any employee who fails to file such disclosure form by the required date shall be subject to disciplinary action up to and including termination.

Should a potential conflict appear apparent in the submission or shall present a potential conflict, the employee shall be notified. The Commissioner/designee shall meet with the employee to resolve the potential conflict of interest informally.

Should the Commissioner/designee and the employee fail to resolve the conflict informally, the Commissioner/designee shall seek an advisory opinion from the Corporation Counsel. Such opinion shall be forwarded to the State Ethics Commission.

Should the State Ethics Commission determine that a conflict of interest exists, the employee shall be notified immediately and shall have thirty (30) days from such date of notification to sever the outside employment.

An employee who fails to sever such outside employment after thirty (30) days, shall be subject to disciplinary action up to and including termination.

**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 \$125 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 by beeper. 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 (see subsection (e)).

(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.

**Section 12.** Personnel Evaluation. (a) It is the policy of the Department of Inspectional Services to require that all employees be evaluated for job performance.

(b) Such evaluation shall be done at least once a year and shall include all employees. The evaluations shall be undertaken by the Director or his/her designated management staff and shall be approved by the Commissioner.

(c) The evaluation shall be done on forms developed by the Department. All forms distributed shall include (1) the name of the employee to be evaluated; (2) his/her length of service; (3) the period of evaluation.

(d) Whenever such evaluation is completed, such employee shall be promptly notified and given a copy of such material. Any employee may file a written statement setting forth his/her opinion as to the accuracy or propriety of such personnel evaluation, such statement along with the evaluation shall be placed in his/her personnel file. Such personnel evaluations shall not be a subject of grievance or arbitration.

**Section 13.** Alcohol and Drugs. As a condition of employment, no alcohol or illegal drugs shall be used or possessed by an employee during the work shift of an employee, including all paid work breaks. Failure to comply with this section shall subject an employee to progressive discipline. For the purposes of this section, "possession" shall mean possession on City property or City equipment.

**Section 14.** Labor-Management Committee. The Parties agree to establish a Labor/management Committee consisting of not more than six (6) members, three (3) representing the City and three (3) representing the Union. The purpose of the Committee shall be to discuss matters of mutual concern and to improve productivity through mutual understanding of the respective parties. The Committee shall have no authority to add to, subtract or modify the collective bargaining agreement.

**Section 15.** Certification.

(a) All members of the bargaining unit shall, within one (1) year of appointment, take an objective departmental test based on their specialty.

(b) Prior to the test, the Department will provide an appropriate training program related to the above test. The test shall be pass/fail.

(c) All existing employee shall take the same test. Should an employee fail, he/she shall be granted training prior to a re-test.

(d) Renewal shall occur every two years.

**Section 16.**<sup>5</sup> In order to improve the quality as well as the quantity of services provided to the citizens of the City of Boston the Union and the City agree to establish a productivity incentive committee (hereinafter "Committee").

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<sup>5</sup> The Memorandum and Agreement (page 6) instructs to add a new section 13. There has been a section 13. No reference is made to an agreement to delete the existing section 13. A new section would be numbered "16". Therefore, a typographical error is presumed.

The purpose of this Committee will be to explore an incentive program for bargaining unit members which will be aimed at setting certain specific unit as well as individual goals with respect to the quality and quantity of inspections. The Committee shall be comprised of two (2) union members and two (2) members representing the City / Inspectional Service Department. Once a mutually agreeable program is developed and approved it may be implemented.

The Committee shall meet as determined by the Appointing Authority, and shall work in good faith toward developing an incentive program. The City shall have the right to implement the incentive program.

#### ARTICLE XVIII COMPENSATION

**Section 1.** (a) Effective the dates specified below the salary scale for members of the bargaining unit shall be amended as set forth below:

Effective July 6, 2002:  
2% increase to base wages;

Effective July 5, 2003:  
2% increase to base wages; and

Effective October 2, 2004:  
2.5% increase to base wages.

(b) All employees hired on or after July 1, 1987, placed at Step 1 shall be advanced to the next higher step on their anniversary date.

It is understood and agreed by the parties that the City's twenty (20) year rule for promotions shall not apply to Section 1(a) of this section.

## WAGE SCALE

Effective 7/6/02

Salary Plan	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
EI	<b>13</b>								
	hrly	\$ 21.44	\$ 22.30	\$ 23.19	\$ 24.12	\$ 25.09	\$ 26.09	\$ 27.13	\$ 28.22
	weekly	\$ 750.50	\$ 780.53	\$ 811.76	\$ 844.22	\$ 877.99	\$ 913.11	\$ 949.62	\$ 987.62
	annually	\$39,026.18	\$40,587.57	\$42,211.56	\$43,899.31	\$45,655.44	\$47,481.70	\$49,380.42	\$51,356.21
EI	<b>14</b>								
	hrly	\$ 23.19	\$ 24.12	\$ 25.09	\$ 26.09	\$ 27.13	\$ 28.22	\$ 29.35	\$ 30.52
	weekly	\$ 811.76	\$ 844.22	\$ 877.99	\$ 913.11	\$ 949.62	\$ 987.62	\$ 1,027.12	\$ 1,068.21
	annually	\$42,211.56	\$43,899.31	\$45,655.44	\$47,481.70	\$49,380.42	\$51,356.21	\$53,410.25	\$55,547.17
EI	<b>17</b>								
	hrly	\$ 26.09	\$ 27.13	\$ 28.22	\$ 29.35	\$ 30.52	\$ 31.74	\$ 33.01	\$ 34.33
	weekly	\$ 913.11	\$ 949.62	\$ 987.62	\$ 1,027.12	\$ 1,068.20	\$ 1,110.94	\$ 1,155.36	\$ 1,201.60
	annually	\$47,481.70	\$49,380.42	\$51,356.21	\$53,410.25	\$55,546.60	\$57,768.72	\$60,078.93	\$62,483.04

Effective 7/5/03

Salary Plan	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
EI	<b>13</b>								
	hrly	\$ 21.87	\$ 22.75	\$ 23.66	\$ 24.60	\$ 25.59	\$ 26.61	\$ 27.67	\$ 28.78
	weekly	\$ 765.51	\$ 796.14	\$ 828.00	\$ 861.10	\$ 895.55	\$ 931.37	\$ 968.62	\$ 1,007.37
	annually	\$39,806.70	\$41,399.33	\$43,055.79	\$44,777.29	\$46,568.55	\$48,431.34	\$50,368.03	\$52,383.34
EI	<b>14</b>								
	hrly	\$ 23.66	\$ 24.60	\$ 25.59	\$ 26.61	\$ 27.67	\$ 28.78	\$ 29.93	\$ 31.13
	weekly	\$ 828.00	\$ 861.10	\$ 895.55	\$ 931.37	\$ 968.62	\$ 1,007.37	\$ 1,047.66	\$ 1,089.58
	annually	\$43,055.79	\$44,777.29	\$46,568.55	\$48,431.34	\$50,368.03	\$52,383.34	\$54,478.46	\$56,658.12
EI	<b>17</b>								
	hrly	\$ 26.61	\$ 27.67	\$ 28.78	\$ 29.93	\$ 31.13	\$ 32.38	\$ 33.67	\$ 35.02
	weekly	\$ 931.37	\$ 968.62	\$ 1,007.37	\$ 1,047.66	\$ 1,089.57	\$ 1,133.16	\$ 1,178.47	\$ 1,225.63
	annually	\$48,431.34	\$50,368.03	\$52,383.34	\$54,478.46	\$56,657.53	\$58,924.09	\$61,280.51	\$63,732.70

**Effective 10/2/04**

Salary Plan	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
EI	<b>13</b>								
	<b>hrly</b>	\$ 22.42	\$ 23.32	\$ 24.25	\$ 25.22	\$ 26.23	\$ 27.28	\$ 28.37	\$ 29.50
	<b>weekly</b>	\$ 784.65	\$ 816.04	\$ 848.70	\$ 882.63	\$ 917.94	\$ 954.66	\$ 992.83	\$ 1,032.56
	<b>annually</b>	\$40,801.87	\$42,434.31	\$44,132.19	\$45,896.72	\$47,732.76	\$49,642.12	\$51,627.23	\$53,692.92
EI	<b>14</b>								
	<b>hrly</b>	\$ 24.25	\$ 25.22	\$ 26.23	\$ 27.28	\$ 28.37	\$ 29.50	\$ 30.68	\$ 31.91
	<b>weekly</b>	\$ 848.70	\$ 882.63	\$ 917.94	\$ 954.66	\$ 992.83	\$ 1,032.56	\$ 1,073.85	\$ 1,116.82
	<b>annually</b>	\$44,132.19	\$45,896.72	\$47,732.76	\$49,642.12	\$51,627.23	\$53,692.92	\$55,840.42	\$58,074.57
EI	<b>17</b>								
	<b>hrly</b>	\$ 27.28	\$ 28.37	\$ 29.50	\$ 30.68	\$ 31.91	\$ 33.19	\$ 34.51	\$ 35.89
	<b>weekly</b>	\$ 954.66	\$ 992.83	\$ 1,032.56	\$ 1,073.85	\$ 1,116.81	\$ 1,161.48	\$ 1,207.93	\$ 1,256.27
	<b>annually</b>	\$49,642.12	\$51,627.23	\$53,692.92	\$55,840.42	\$58,073.97	\$60,397.19	\$62,812.52	\$65,326.02

**Section 2.** Effective the first Wednesday in July 1996 the travel allowance for employees who are required to use their own automobiles shall be increased from ten (\$10.00) dollars to eleven (\$ 11.00) dollars. Effective the first Wednesday in July 1998 this amount shall be increased from eleven (\$ 11.00) dollars to eleven dollars and fifty cents (\$ 11.50).

**Section 3.** License Renewal Education. Each employee who is required to take educational courses for the exclusive reason to renew their Certificate "B" license shall be reimbursed up to \$50 for such course. Reimbursement shall be made upon proof of payment by the employee who has completed the course. Only one \$50 payment shall be made to each employee during the term of this agreement.

**Section 4.** Effective January 1, 1981, there shall be longevity program established as follows:

Employees with 10 years of service but less than 15 years	\$100
Employees with 15 years of service but less than 20 years	\$150
Employees with 20 years of service	\$200

ARTICLE XIX  
HEALTH INSURANCE

A. The City of Boston will provide group health insurance for all eligible families and individuals as may be required by M.G.L. c. 32B, as amended. The City may change or modify the plans and benefits and may add or subtract plans in accordance with Chapter 32B.

The City's contribution shall be as follows:

(a) Ninety percent (90 %) of the total monthly premium for all approved and authorized HMO insurance plans.

(b) Seventy-five (75 %) of the total monthly premium for any other approved and authorized health insurance plan the City is required to provide.

B. The City may institute a program of utilization review at any time during the life of this Agreement.

C. A committee shall be established by the parties to research health care costs with the goal of finding ways to provide for quality health care benefits in the most cost efficient manner available to both parties.

ARTICLE XIXA  
DENTAL / VISION BENEFIT

The City agrees to seek to join the Massachusetts Public Employees Fund in order to effectuate a dental/vision plan for its employees subject to the following terms:

- a. Effective January 1, 2001, the City shall commence contributions, not to exceed \$ 10.44 per week, per employee, to the Fund;
- b. Effective July 1, 2001, the dental / vision plan shall be available to employees.

- c. No dispute or claim relative to any and all aspects of the dental/vision plan, including but not necessarily limited to claims related to the Fund's administration of such plans, the level of benefits provided by such plan, and/or any modification(s) to such plan, is subject to Article VII (Grievance Procedure) of this Agreement.

ARTICLE XX  
DURATION OF AGREEMENT

Except as otherwise provided herein, this Agreement shall take effect as of the date of execution and shall continue in force to and including midnight on June 30, 2006, but in no event thereafter. On March 15, 2006, the Union or the City may notify the other of the terms and provisions it desires in a successor Agreement. Notification under this section shall be accomplished by the Union delivering a copy of its proposals to the Office of Labor Relations, or vice versa.

In witness whereof, the parties have caused their names to be subscribed by these duly authorized officers and representatives on the twenty-ninth (29<sup>th</sup>) day of September, 2004.

City of Boston:

International Brotherhood of  
Electrical Workers, Local 103:

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Thomas M. Menino,  
Mayor of Boston

---

Michael Monahan,  
Business Manager

---

Dennis A. DiMarzio,  
Chief Operating Officer

---

John Dumas  
President

---

Lisa C. Signori,  
Chief Financial Officer

---

Stephen C. McCarthy,  
Bargaining Committee

---

Joseph A. Sarno, Jr., Esq., Acting  
Director, Office of Labor Relations

---

Vivian Leonard, Director  
Office of Human Resources

APPROVED AS TO FORM:

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Merita A. Hopkins, Corporation Counsel