

**MEMORANDUM OF AGREEMENT**  
**by and between the**  
**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 103**  
**in successor contract negotiations**

*This Memorandum of Agreement (“MOA”) 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” or “the Union”).*

*On April 30, 2018 [date], the parties reached a tentative agreement subject to ratification by IBEW and approval by the Mayor and Boston City Council of the July 1, 2016 through June 30, 2017 agreement. This one (1) year agreement is the product of successor collective bargaining to the July 1, 2013 to June 30, 2016 agreement between the City and IBEW. This MOA shall be effective for the period from July 1, 2016 through June 30, 2017.*

*This one (1) year agreement shall not take effect unless and until the union has ratified, the mayor has approved, and the City council has funded, the subsequent three (3) year agreement covering the period from July 1, 2017 through June 30, 2020.*

*Except as expressly provided below, the parties agree that the terms and provisions of their Collective Bargaining Agreement effective July 1, 2013 through June 30, 2016 shall be extended without modification for the period commencing on July 1, 2016 and ending on June 30, 2017.*

1. Article XVIII (“Compensation”) Amend Section 1 as follows:

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 FPP October 2016 → 2 % base wage increase.

Eliminate language of Section 1B of Article XVIII (the one-time, lump sum payment).

Add a new Section 1B entitled, “Bi-Weekly Pay.”

The City may, upon 90 days’ notice to employees, change from paying employees weekly to paying employees bi-weekly.

2. Article XX, (“Duration”)

Provide “evergreen” language by replacing the language of Article XX with the following:

“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, 2017 . This Agreement shall remain in force and effect thereafter until it is replaced by a successor Agreement. On March 15,

2017, 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.”

3. Article VII (“Grievance Procedure”).

Delete Sections 2 and 3 and replace each with, “This section is intentionally left blank.”

Amend Section 4 as follows:

Section 4. A grievance shall be deemed waived if:

- (a) not presented in writing at Step 2 within thirty (30) calendar days of the occurrence, or failure of occurrence, or of the date that the Employee knew or reasonably should have known 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 the decision at Step 2 is due or given, whichever is later;
- (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.

4. Article XI, “Temporary Service in a Lower or Higher Classification.”

Amend the first sentence of Section 4 as follows:

“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 measured from the first day of bargaining unit employment, as defined by Civil Service law and rules shall be the determining factor.”

5. Article XI, “Temporary Service in a Lower or Higher Classification.”

Amend Section 6 as follows:

**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, the Union may file for arbitration for only one (1) of the more senior applicants ~~may grieve the non-selection.~~

6. Article XVII (“Miscellaneous”).

Amend Section 22, “Direct Deposit,” of Article XVII, as follows.

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. **Effective July 1, 2016, employees will receive electronic pay stubs, but will have the option to elect to receive a paper copy.**

7. Article XIX (“Health Insurance”).


Delete Article XIX in its entirety and replace with the following: “This Article 19 intentionally left blank.”

In witness hereof, the City of Boston and the International Brotherhood of Electrical Workers, Local 103, have caused the Agreement to be signed, executed and delivered on the \_\_\_\_\_ day of \_\_\_\_\_, 2018

CITY OF BOSTON

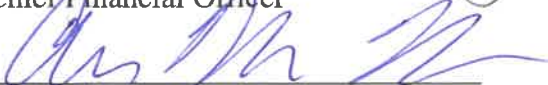
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 103

  
\_\_\_\_\_  
Martin J. Walsh, Mayor of Boston

  
\_\_\_\_\_  
Louis Antonellis, Business Manager

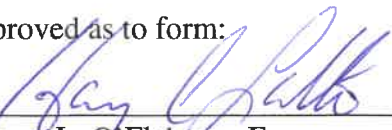
  
\_\_\_\_\_  
Emme Handy,  
Chief Financial Officer

  
\_\_\_\_\_  
Timothy Long, Business Agent

  
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Ann Marie Noonan, Esq., Director,  
Office of Labor Relations

  
\_\_\_\_\_  
Vivian Leonard, Director  
Office of Human Resources

Approved as to form:

  
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Eugene L. O'Flaherty, Esq.  
Corporation Counsel