

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, 2023 - June 30, 2026

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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**

Section 1. 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 and/or agency fees 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 or agency fees. 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.

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 IV **PAYROLL DEDUCTION OF AGENCY SERVICE FEE**

Section 1. This section is intentionally left blank.

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 their 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 does not work (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 appeals their 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 their 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. This section is intentionally left blank.

Section 3. This section is intentionally left blank.

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 their delegate in the Department. The appointing authority or their delegate shall schedule a hearing on the grievance within three (3) working days after they receive it and shall issue their 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 thirty (30) working 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.

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 their 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 provide 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, including detail calls, shall be distributed as equitably as possible, consistent with the operating requirements and policies of the Department. Detail calls refer to approved electrical inspection work that is requested and paid for by a party other than the Inspectional Services Department and performed outside of regular business hours. A list of all eligible employees shall be posted in a conspicuous place, either electronically or physically, and kept up-to date, by the Department. For the purpose of an equitable distribution and regular rotation of overtime opportunities, but for such purpose only, overtime work refused shall be considered as overtime actually worked.

Any electrical inspection service calls and associated overtime are the exclusive jurisdiction of IBEW. However, electrical inspection service calls and associated overtime that remain unfilled after being offered through this process may be offered to employees outside of the bargaining unit.

Section 6. In the event an employee reports to their regular place of work at their 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 their place of employment after having completed work on

their 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 their 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 their 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 their scheduled work shift and sign-out at the end of their 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.

Section 13. Four-Day Work Week.

- A. At the discretion of the Department Head on a case-by-case basis and subject to the operational needs of the Department, employees may request the option of a four (4) day workweek. A four (4) day workweek shall consist of thirty-five (35) hours per week, and eight hours and forty-five minutes (8.75 hours) per day.
- B. Employees on an approved hybrid work schedule are not eligible for a four-day workweek.
- C. Seniority in the title and job series will be the determining factor if there is more than one (1) interested and eligible employee. Seniority shall be defined as the total continuous service of an employee with the City of Boston, provided that service prior to an authorized leave of absence or prior to a lay off shall be counted toward total continuous service.

- D. The parties agree that any employee granted approval to work a four (4) day workweek in accordance with this Section will be required to work the core hours as determined by the Department Head and/or designee, on their four (4) work days. Employees may only switch their regularly scheduled day off with the express written permission by their direct Manager/Supervisor. Meal and/or break periods cannot be used to shorten the employee's work day, without the prior written authorization of a supervisor or manager.
- E. The parties agree that employees on a four (4) day workweek shall not be eligible for overtime until and unless all prerequisites regarding overtime eligibility apply as per Article X, except that an employee working a four (4) day workweek shall have a regular workday of 8.75 hours. An employee working a four (4) day workweek shall not be entitled to overtime unless they exceed 8.75 hours in a day or 35 hours in a week.
- F. The parties further agree that the Department's authorization for a four (4) day workweek is subject, in each individual case, to the operating needs of the Department, and that such authorization can be withdrawn by the Department at any time and for any reason. The Department agrees to provide an affected employee with fourteen (14) calendar days' notice prior to revoking or modifying authorization for a four (4) day workweek. The fourteen (14) calendar day notice period may be shortened or extended by mutual agreement of the employee/union and the Department. The Department Head's decision to grant, deny, modify or revoke an employee's four-day workweek will be binding, and is neither grievable nor arbitrable and is not subject to the grievance and arbitration procedure listed in Article VII.
- G. The parties further agree that all leave benefits referenced in the collective bargaining agreement as "days" or "work days" will be converted to hours, based on the appropriate work week of 35 hours, for all employees on an approved four (4) day workweek. In doing so, the parties acknowledge that no employee is subject to any loss nor should realize any gain in contractual benefits as a result of the change in calculation from days to hours. For example, pursuant to Article XIV, Section 7, 35 hour per week employees on a four-day workweek receive four (4) paid personal leave days, which is the equivalent of 28 hours.
- H. Further, to receive full pay for a holiday as enumerated in Article XII, a four-day workweek employee must supplement with their accrued personal or vacation time or work the remaining hours within the same workweek to account for a full workweek.

For example, when a holiday falls on their scheduled workday:

- The employee will only be scheduled to work their remaining three (3) days that week.
- The employee will receive holiday pay in the amount of seven (7) hours.
- The employee will work the remaining hours within the same workweek to account for a full workweek, or must supplement with their accrued personal or vacation time to account for a full workweek.

When a holiday falls on a day when an employee is not scheduled to work:

- The Department Head shall grant an alternative day off, in lieu of the holiday, during the

same pay period in which the holiday falls. On that day, the employee will be compensated for seven (7) hours of holiday pay. The employee will work the remaining hours within the same workweek to account for a full workweek, or must supplement with their accrued personal or vacation time to account for a full workweek.

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 measured from the first day of bargaining unit employment, 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. (their 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, the Union may file for arbitration for only one (1) of the more senior applicants.

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 their discretion, may return the employee to their former position.

ARTICLE XII HOLIDAYS

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

New Year's Day
Martin Luther King, Jr. Day
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
Veteran's Day
Patriot's Day
Thanksgiving Day
Christmas 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 their regular work day, he/she shall nevertheless be paid their regular weekly compensation for the workweek in which the holiday falls. If in the course of their 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 their regular day off, he/she shall receive, in addition to their 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.

Section 4. Floating Holidays. 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 their 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 their "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 their "floating holiday(s)" to the next calendar year. Any "floating holiday(s)" carried over must be used by December 31st of the following year.

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 3.¹ 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. 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, which shall be complete upon execution by the Mayor, shall be

¹ 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.

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 their employment.² Before the vacation leave therein authorized has been actually taken, except as specifically provided in Sections 8 and 9 of this Article.

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.

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 their 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 their Department. Subject to the preceding sentence, vacation leave selection shall be determined by seniority.

² 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.

ARTICLE XIV **SICK LEAVE and PERSONAL LEAVE**

Section 1. Every employee covered by this Agreement shall, subject to Section 2 of this Article, be granted sick leave, without loss of pay. 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 their immediate superior of their 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 their incapacity evidenced by a physician's certificate attached, or in the case of their death, a person acting in their 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 their 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 them of their 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.

However, an employee who while in the performance of their 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 to under Chapter 152 and their 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.

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.

Section 6A. Attendance. Every employee covered by this Agreement shall be required to comply with the City of Boston's Attendance Policy beginning January 1, 2013 (attached).

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 7.³ 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

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 their 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 their 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

³ 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.

schedule:

ANNUAL SICK DAYS SICK DAYS USED CASH REDEMPTION

| Annual Sick Days | Sick Days Used | Cash Redemption |
|------------------|----------------|-----------------|
| 15 | 0 | 5 days' pay |
| 13 | 1 | 4 days' pay |
| 13 | 2 | 3 days' pay |
| 12 | 3 | 2 days' pay |
| 11 | 4 | 1 days' 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 their redemption options. An employee may elect to redeem all or part of their entitlement in full days. Unredeemed sick leave days will be accumulated in the normal manner.

Section 10.⁴ 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 their 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 their 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.

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

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.
- (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:
 - (i) The employee is eligible by virtue of meeting the criteria in Paragraph A above;
 - (ii) The employee has exhausted all accumulated sick leave and other paid leave (such as vacation leave, personal leave, compensatory time);
 - (iii) 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.

Section 11. Sick Leave Redemption at Retirement. The City shall redeem thirty percent (30%) of the total accumulative sick leave at the employee's final rate of pay. Effective upon ratification, in no event shall an employee receive more than fifteen thousand dollars (\$15,000) of the total

accumulative sick leave at the employee's final rate of pay upon retirement or death.

Effective upon ratification, new employees hired after the date of ratification of this Agreement shall not be eligible for sick leave redemption upon retirement or death.

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 them from voting outside regular working hours, taking into consideration travel time from the polls to their 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 their 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 shall be granted Military Leave consistent with the City of Boston's Military Leave Policy (attached).

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 them of their full salary for any particular workweek.

Section 4. Bereavement Leave. An employee who is in active service at the time of death shall be granted bereavement leave as outlined in the City of Boston's Bereavement Leave Policy. Any additional leave shall run concurrently with other applicable leaves of absence. The City will provide thirty (30) day notice to the Union of any change to or elimination of the Bereavement Leave Policy.

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).

Section 5A. 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.

Section 6. Parental Leave. Every employee covered by this Agreement shall be granted parental leave consistent with the City of Boston's Medical Leave Policy. Concurrent with the Parental Leave provision in the Medical Leave Policy, employees covered by this Agreement may also be granted paid parental leave consistent with the City's Paid Parental Leave Policy. Such Paid Parental Leave shall run concurrent with the City's Medical Leave Policy and any other applicable approved leaves of absence, including those covered by the Family and Medical Leave Act and the Massachusetts Parental Leave Act. The Union waives its right to bargain over the City's

decision and any impacts associated with such decision to change or eliminate the Paid Parental Leave Policy. Employees utilizing Paid Parental Leave cannot work overtime or details while on that Leave. The City will provide thirty (30) day notice to the Union of any change to or elimination of the Paid Parental Leave Policy.

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 their 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 their 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 their 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 their 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. Members of the bargaining unit must be residents of the City of Boston in accordance with the City of Boston's Residency Ordinance (Ord. 1976, c. 9 as amended), except that after ten (10) years of consecutive full-time service with the City of Boston, bargaining unit members will be exempted from the Residency Ordinance.

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. Employees who volunteer to be on the on-call list will be assigned to the On call assignment on a rotating basis. When an employee volunteers to perform the on-call duties, they are required to

remain on the list for six months. The parties further agree that, in the event there are no volunteers or insufficient volunteers to perform this duty, the Department has the right to ensure that this work is performed and shall assign bargaining unit employees to be on call in inverse order of seniority on a rotating basis.

Effective Fiscal Year 2025 or 90 days from the date of City Council funding, whichever is later, amend Article XVII Section 11 (a) as follows "On call pay at time and one-half for the hours actually worked on the call out. However, employees who respond to a call out shall be paid no less than the pay for one and a half hours of work at their applicable rate.

When an off-duty employee is called out to work outside of their regular hours, they shall receive:

- (a) On-call pay at time-and-one-half for the hours actually worked on the call out. However, employees who respond to a call out shall be paid no less than the pay for one and a half hours of work at their applicable rate.
- (b) An on-call allowance of two hundred dollars (\$200.00) for each week they are on call. To be eligible for the on-call allowance, an employee must be available to work at all times during their 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 they 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, their 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 their 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 their 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) their 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 their opinion as to the accuracy or propriety of such personnel evaluation, such statement along with the evaluation shall be placed in their personnel file. Such personnel evaluations shall not be a subject of grievance or arbitration.
- (e) The Parties agree that Performance Evaluation Forms will evaluate employee performance on core competencies. The City will provide the Union with thirty (30) days' notice of any change to the Performance Evaluation Forms.

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 16.⁵ 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”).

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.

Section 17. Notification Requirements for Employees Receiving Worker’s Compensation Benefits. Any employee injured at work must, as soon as reasonably possible, notify in writing, on City-approved forms, both the worker’s compensation service after their department head of the date, time, location, and nature of the injury.

A Department’s personnel officer or designee shall endeavor to contact the employee at their last known address (using the letter attached as Appendix 1) upon receipt of notice from the City’s Worker’s Compensation Division that the employee’s benefits have been terminated. However, the employee must notify the department’s personnel officer or designee when the employee appeals any rulings of the City’s Worker’s Compensation Division or the Commonwealth of Massachusetts Division of Industrial Accidents, or related entities.

Also, the employee must as soon as reasonably possible notify their department head in writing when he/she has been cleared for return to work regarding their intent to return to work or request applicable leave. Any employee who fails to notify their department head of their ability to return to work after being medically cleared to do so through the Worker’s Compensation process shall be subject to disciplinary action.

All employees returning to work from work related injuries may be ordered to submit to a medical examination pursuant to Article XIV, section 2.

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 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.

Section 19. Health Insurance Opt-Out. The bargaining unit members declining the City’s health

⁵ 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.

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 they are 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.

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 its 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.

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/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.

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 properly admitted |
| 8 hours | ALCOHOL - Cease attempts to administer alcohol test and prepare and maintain records 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 themselves 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 0.04% 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.

Section 22. Direct Deposit. All members of the bargaining unit shall be required to receive their compensation via direct deposit. Employees will receive electronic pay stubs.

Section 23. Light Duty for 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).

Section 23. 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 will prevail.

Section 25. Layoff and Recall. The City shall notify the Union at the Union office as to the names, job classifications, job sites, and Departments of the employees designated for layoff at least twenty (20) days prior to the intended layoff. The City shall notify the employees designated for layoff at least twenty (20) working days prior to the intended layoff. All bargaining unit employees permanently appointed under Civil Service law shall enjoy all protections and rights set forth in that law. Provisionally appointed bargaining unit members shall be laid off before the layoff of any permanently appointed employees. The layoff of provisionally appointed bargaining unit employees shall be in reverse order of their seniority, as defined by civil service law and rules. Only an employee who has notified the Department in writing within seventeen (17) calendar days from the date of the layoff notice of their interest in recall shall be notified of vacancies. An employee other than a probationary employee at the time of layoff, who provides timely notice of their interest in recall and who is laid off and shall be placed on a recall list for a period of two (2)

years, except as extended by civil service law, from the date of their layoff. Employees interested in recall must notify the Department of their interest in a particular vacancy within five (5) business days of receipt of notice of the vacancy. Prior to offering a vacancy to any other person, the Department shall offer the position to qualified responding employees according to seniority.

Section 26. Technological Changes. The Union recognizes that the City is implementing new technology resources and modernizing its business processes to replace non-existing or obsolete systems and devices. As such, the City may introduce new technology to the City's workforce. The City will provide the Union with thirty (30) days' notice of any change to technology.

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 FPP October 2023 | 2% base wage increase |
| Effective FPP October 2024 | 2% base wage increase |
| Effective FPP October 2025 | 2% base wage increase |

Effective the start of FPP following the below dates, add to annual base wages as follows:

| | |
|--------------|----------|
| January 2024 | \$500.00 |
| January 2025 | \$250.00 |
| January 2026 | \$900.00 |

Retroactive pay, if any, shall be limited to employees of the city on the date that the Union ratifies this Agreement. Employees who separated from employment for any reason prior to the date the Union ratifies this Agreement shall not be eligible for retroactive pay, except for employees who retired after, but not including on June 30, 2023.

If state aid revenue decreases compared to the prior fiscal year at any point during fiscal year 2026 only, then the next scheduled base wage increase and base dollar amount increase will be delayed by one year from the scheduled date. However, all base wage increases and base dollar amount increases due under this agreement will be paid to employees prior to the expiration of the agreement. The parties agree that this provision of the agreement shall lapse, expire and sunset on July 1, 2027.

Effective the FPP in October 2017, a new Step 9 will be created, which will be 2% greater than the then existing Step 8.

Effective the FPP in October 2018, a new Step 10 will be created, which will be 2% greater than

the then existing Step 9.

Effective the FPP in October 2019, a new Step 11 will be created, which will be 1% greater than the then existing Step 10.

To advance to the next step an employee must have been in the prior step for a full year.

Pandemic Work Stipend: On a one-time only basis, bargaining unit members employed on the date this Agreement is funded by the City Council shall receive a one-time lump sum payment of one thousand dollars (\$1,000) effective July 1, 2021, minus standard deductions.

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.

Section 1B. Bi-Weekly Pay. The City may, upon 90 days' notice to employees, change from paying employees weekly to paying employees bi-weekly.

WAGE SCALE

Section 2. Effective the first pay period in July 2022, the travel allowance for employees who are required to use their own automobiles shall be increased from fifteen dollars and twenty-five cents (\$15.25) to sixteen dollars (\$16.00).

Effective the first pay period in December 2025, and each December thereafter, every employee covered by this Agreement shall receive a clothing/footwear allowance in the amount of three-hundred-seventy-five dollars (\$375.00) per fiscal year.

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. Article XIX (19) is intentionally left blank.

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.

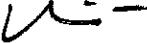
ARTICLE XX DURATION OF AGREEMENT

Except as otherwise provided herein, this Agreement shall take effect from July 1, 2023

through June 30, 2026. This Agreement shall remain in force and effect thereafter until it is replaced by a successor Agreement.. Either Party may notify the other party not less than sixty (60) days prior to the expiration of the above stated period or sixty (60) days prior to June 30 in any subsequent year of the existence of the 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 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 9th day of December, 2025.

CITY OF BOSTON

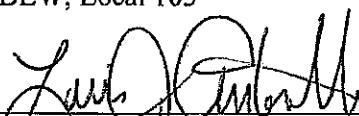


Mayor Michelle Wu

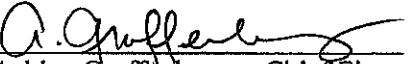


Alex Lawrence, Chief People Officer

IBEW, Local 103



Louis J. Antonellis
Business Manager/Financial Secretary

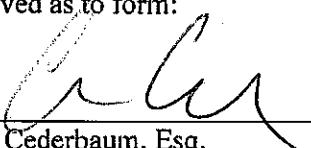


Ashley Groffenberger, Chief Financial Officer



Renee Bushey, Director, Labor Relations

Approved as to form:



Adam Cederbaum, Esq.
Corporation Counsel

Appendix I

By First Class Mail

EMPLOYEES NAME
LAST KNOWN ADDRESS
LKA

Re: Return to Work Order

Dear NAME:

Since DATE, you have been absent from your position as POSITION in the DEPARTMENT, under claim of an on-the-job-injury. However, on DATE, you were notified that your worker's compensation benefits were being terminated as of DATE. Accordingly, you are hereby ordered to report to work no later than DATE.

This letter is being sent by the personnel division of the DEPARTMENT and is not related to any communications that you or your attorney may be engaged with the City's Worker's Compensation Division.

Therefore, if you do not return to work on DATE, then it is your responsibility to complete all of the following steps:

- Contact your Departmental Personnel Officer and discuss your status (i.e., whether you plan to appeal the termination of your workers comp. benefits, etc.) with them; AND
- Make a proper written request for a medical or other leave of absence; AND
- Produce documentation for your continued absence.

Again, if you do not notify your Department within fourteen (14) days of the receipt of this letter that you intend to appeal the termination of your worker's compensation benefits and you do not intend to request a medical or other leave of absence, then you must report to work on DATE. Failure to do so shall constitute an unauthorized absence and shall be grounds for disciplinary action. Also, continued failure to report to work may increase the discipline that you may receive for your unauthorized leave.

Please contact me at (617) XXX-XXXX should you have any further questions.

Sincerely,

Dept. Personnel Officer

cc: Union Representative
Employees Supervisor
Personnel File