

MEMORANDUM OF AGREEMENT
by and between the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 25
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 Teamsters, Local 25 ("Teamsters" or "the Union").

On July 25, 2018, the parties reached a tentative agreement subject to ratification by the Teamsters and approval by the Mayor and Boston City Council of the July 1, 2017 through June 30, 2020 agreement. This three (3) year agreement is the product of successor collective bargaining to the July 1, 2016 to June 30, 2017 agreement between the City and the Teamsters. This MOA shall be effective for the period from July 1, 2017 through June 30, 2020.

This three (3) year agreement shall not take effect unless and until the union has ratified, the mayor has approved, and the City council has funded, the prior one (1) year agreement covering the period from July 1, 2016 through June 30, 2017.

Except as expressly provided below, the parties agree that the terms and provisions of their Collective Bargaining Agreement effective July 1, 2016 through June 30, 2017 shall be extended without modification for the period commencing on July 1, 2017 and ending on June 30, 2020.

1. Article XIX ("Compensation").

Section 1. The pay scale shall be amended as follows:

Effective FPP October 2017 → 2 % base wage increase.

Effective FPP October 2018 → 2 % base wage increase.

Effective FPP October 2019 → 2 % base wage increase.

Effective the FPP in June 2018, a new Step 7 will be created, which will be 2% greater than the then existing Step 6.

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

Eliminate language of Section 1B (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.

Replace the current Section 3 as follows.

Delete:

~~Section 3 — Rule 8(d) of the 1963 Plan shall apply on provisional promotion as well as on permanent promotion.~~

Replace with:

“The parties acknowledge that the so-called twenty (20) year rule initially established by the 1963 Classification and Compensation Plan only applies to promotions within the bargaining unit. It does not apply to Employees who reach their twenty (20) years in their current position.”

Delete Section 9 (Health Insurance) and replace with the following: “This section Section 9 is intentionally left blank.”

In Section 13, Effective the first pay period after ratification of this agreement, increase the weekend differential from sixty cents (\$0.60) for each hour worked between 11:00 PM Friday and 7:00 AM Monday to one dollar and twenty five cents (\$1.25).

In Section 14, “Tool and/or Boot Allowance.” Effective the first pay period after ratification of this agreement, add two hundred dollars (\$200) to the tool and/or boot allowance to raise the total annual allowance to three hundred dollars (\$300).

2. Article XIV (“Sick Leave”).

Amend Section 9 as follows:

For employees hired on or before the date of ratification of this Agreement, the City shall redeem no more than thirty percent (30%) of the total accumulative sick leave at a rate of pay which is the average of the employee's rate of pay for the last three (3) years of service, but in no event shall an employee receive more than fifteen thousand dollars (\$ 15,000) of the total accumulative sick leave.

For employees after the date of ratification of this Agreement, the City shall redeem no more than thirty percent (30%) of the total accumulative sick leave at a rate of pay which is the average of the employee's rate of pay for the last three (3) years of service, but in no event shall an employee receive more than ten thousand dollars (\$ 10,000) of the total accumulative sick leave.

It is understood that the cap on sick leave redemption at retirement does not apply and does not include accrued but unused vacation time as of the date of retirement.

3. Article XXI, (“Duration”).

Amend the language of Section 1 to reflect a three-year successor collective bargaining agreement from July 1, 2017 through June 30, 2020.

4. Article I (“Employees Covered by this Agreement”).

Section 1. At the end of Section 1 add, “Maintenance Mechanic” to the list of titles within the bargaining unit. ~~The union agrees to discuss additional job titles to be included within the bargaining unit during the term of this Agreement.”~~ All Maintenance Mechanics will possess a valid, job-related state license.

Section 2. In Section 2, delete the requirements that all employees be Licensed Steam Firemen and that all shifts have at least one employee who holds a stationary engineer’s license as follows:

Section 2 All employees who are required to operate, maintain, and / or repair equipment in the municipal employer’s buildings, such as boilers, or auxiliary heating equipment shall be a ~~Licensed Steam Fireman~~ licensed members of the bargaining unit.

The buildings with generators, evaporators, air conditioners, absorbers and compressors shall be required to have employees with a stationary engineers’ license or other licensed members of the bargaining unit available on all shifts.

5. Article IV (“Payroll Deduction of Agency Fee”).

Section 1. Delete: “the sum of two dollars and fifty cents (\$2.50) per week.

6. Article XI (“Temporary Service in a Lower or Higher Position”).

In Section 5(a), change the address to “544 Main Street, Boston, MA 02129-1113.”

7. Article XVII (“Miscellaneous”).

Section 9. The Municipal Employers agrees to extend the letter of intent agreed to in the Memorandum signed in 1984 regarding the closing of City facilities or transfer of County facilities, except that the name “International Brotherhood of Teamsters, Local 25” shall be inserted in lieu of “National Conference of Firemen and Oilers, Local 3, AFL-CIO” and except that the phrase “Union members” shall replace the phrase “Firemen and Engineers” in paragraph number 1.


Amend Section 12 as follows:"

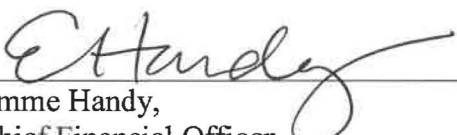
Section 12 ~~The City agrees that the Chief Power Plant Engineer shall not stand a watch, except in situations that are determined to be emergencies. The Chief Power Plant Engineer may stand alone on the day watch. The parties will continue the practice with respect to the Chief Engineer that all other members of the bargaining unit have the right of first refusal for overtime, with exceptions for supervisory overtime and extended shift overtime.~~


Add the following to Section 14 – "Employees will receive electronic pay stubs in lieu of paper stubs, but will have the option to elect to receive a paper copy."

In witness hereof, the City of Boston and the International Brotherhood of Teamsters, Local 25, have caused the Agreement to be signed, executed and delivered on the _____ day of _____, 2019


CITY OF BOSTON


Martin J. Walsh, Mayor of Boston

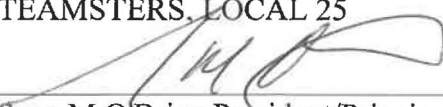

Emme Handy,
Chief Financial Officer


Ann Marie Noonan, Esq., Director,

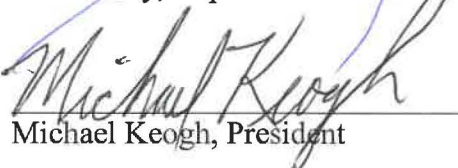
Office of Labor Relations


Vivian Leonard, Director
Office of Human Resources

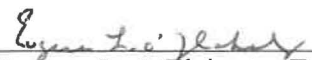
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL 25


Sean M O'Brien President/Principal Officer


Joan Corey, Representative


Michael Keogh, President

Approved as to form:


Eugene L. O'Flaherty, Esq.
Corporation Counsel