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, 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 IBEW. 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 XVIII ("Compensation") Amend Section 1 as follows:

<u>Section 1</u>. (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 2017 \rightarrow 2 % base wage increase.

Effective FPP October 2018 \rightarrow 2 % base wage increase.

Effective FPP October 2019 \rightarrow 2 % base wage increase.

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

2. Article XIV ("Sick Leave and Personal Leave")

Amend Section 11 of Article 14 as follows:

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.

3. Article XVII ("Miscellaneous").

Add a new Section 25 entitled, "Layoff and Recall" to state as follows:

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 the 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 her/his 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 her/his 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 her/his 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.

4. Article XX, ("Duration")

Modify the dates in Article XX to reflect a three year collective bargaining agreement from July 1, 2017 through June 30, 2020.

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

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 ELECTRICAL WORKERS, LOCAL 103

Louis Antonellis, Business Manager

Timothy Long, Business Agent

Approved as to form:

Eugene L. O'Flaherty, Esq.

Corporation Counsel