



AGREEMENT

between

City of Boston

and

Boston Park Rangers' Association

July 1, 2023 - June 30, 2026
July 1, 2026 - June 30, 2027

Table of Contents

AGREEMENT..... 2

WITNESSETH..... 2

ARTICLE I: PERSONS COVERED BY THIS AGREEMENT..... 2

ARTICLE II: RESIDENCY..... 2

ARTICLE III: SENIORITY..... 3

ARTICLE IV: NON-DISCRIMINATION..... 4

ARTICLE V: PAYROLL DEDUCTION OF UNION DUES..... 4

ARTICLE VI: PAYROLL DEDUCTION OF AGENCY SERVICE FEE..... 5

ARTICLE VII: MANAGEMENT RIGHTS..... 5

ARTICLE VIII: DISCIPLINE AND DISCHARGE..... 5

ARTICLE IX: GRIEVANCE PROCEDURE..... 5

ARTICLE X: NO-STRIKE CLAUSE..... 8

ARTICLE XI: HOURS OF WORK AND OVERTIME..... 9

ARTICLE XII: TEMPORARY SERVICE IN A HIGHER OR LOWER CLASSIFICATION..... 13

ARTICLE XIII: LAYOFF AND RECALL..... 14

ARTICLE XIV: HOLIDAYS..... 16

ARTICLE XV: VACATION LEAVE..... 18

ARTICLE XVI: SICK LEAVE..... 20

ARTICLE XVII: PERSONAL LEAVE..... 23

ARTICLE XVIII: OTHER LEAVES OF ABSENCE..... 23

ARTICLE XIX: UNION BUSINESS..... 25

ARTICLE XX: MISCELLANEOUS..... 26

ARTICLE XXA: TECHNOLOGY & ASSETS..... 30

ARTICLE XXI: DRUG AND ALCOHOL FREE WORKPLACE/DRUG & ALCOHOL POLICY..... 31

ARTICLE XXII: COMPENSATION..... 31

ARTICLE XXIII: STABILITY OF AGREEMENT..... 32

ARTICLE XXIV: DURATION OF AGREEMENT..... 32

APPENDIX A: DRUG AND ALCOHOL FREE WORKPLACE POLICY..... 34

APPENDIX B: VACATION ELIGIBILITY AND RESIDENCY APPENDIX..... 38

AGREEMENT

This Agreement is 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, and the Boston Park Rangers' Association, 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;

WHEREAS the parties agree to act at all times in such a manner so as to assure proper dignity and respect for all City employees and for the people they serve.

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 bargaining representative of all full-time and regular part-time park rangers employed by the City, except the Executive Secretary ("Chief Park Ranger").

ARTICLE II
RESIDENCY

Members of the bargaining unit represented by the Boston Park Rangers' Association 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 continuous full-time service with the City of Boston, such bargaining members will be exempt from the Residency Ordinance. For the purpose of calculating the number of years of continuous full-time service under this Article, the date of hire set forth in the Vacation Eligibility and Residency Appendix of this Agreement shall be used for all regular full-time Park Rangers as of the date of ratification of this Agreement.

City of Boston employees who transfer into the bargaining unit after the date of ratification of this Agreement may be given credit for prior continuous full-time service in a City of Boston position so long as such prior service is also continuous (uninterrupted). The parties specifically agree that credit for service as a park ranger prior to April 2008 shall not be given to any employee who becomes a member of the bargaining unit after the date of ratification of this agreement.

ARTICLE III
SENIORITY

Section 1:

Unless specifically stated otherwise in this Agreement, the term “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 layoff shall be counted in computing total continuous service. For only those bargaining unit members listed below, seniority as defined in this Section shall be computed from the following dates of hire:

<u>Name</u>	<u>Date of Hire</u>
Sampson, Reginald	June 17, 1991
Hurd, Albert	June 15, 1992
McNeil, Jennifer	May 30, 1995
Keels, Hodari	May 30, 1995
Evans, Walter	May 21, 2001

The parties acknowledge that employees hired or transferred into the bargaining unit after August 7, 2012, may have greater seniority as defined in this Section than those employees who are members of the bargaining unit as of August 7, 2012.

Section 2: For the purposes of work shift assignments; distribution of overtime; and distribution of details only, “seniority” shall be defined as the total continuous service of an employee in the bargaining unit. BPRA Seniority under this Section shall be subject to the following paragraphs:

- (a) Seniority as defined in this Section shall be computed from the dates of hire set forth in Section 1 for only those bargaining unit members listed above in Section 1.
- (b) For only those employees hired or transferred into the bargaining unit after the date of ratification of this Agreement, the following paragraphs shall apply in computing seniority as defined in Section 2 of this Article.
 - (i) If two or more park rangers possess the same date of hire into a position within the bargaining unit, their seniority under Section 2 shall be determined by their overall average grade in the Boston Park Ranger Basic Training, if applicable, with higher overall grade averages resulting in greater seniority. If two or more newly hired employees possess the same date of hire and the same overall average grade, or if they possess the same date of hire and the overall average grade is not applicable, their seniority under Section 2 shall be determined by the last digit of the employee’s social security number with higher digits resulting in greater seniority.

- (ii) Time devoted to authorized military or maternity leave of absence from the Department shall be included in determining seniority under Section 2. Service prior to a duty-related disability retirement, or service prior to an authorized leave of absence, shall be included in computing seniority under Section 2. However, any period of time in excess of five (5) days for which an employee is suspended for disciplinary reasons shall be excluded in computing seniority under Section 2.
- (c) No employee hired or transferred into the bargaining unit after ratification of this Agreement shall be deemed to have greater seniority as defined in Section 2 of this Article than those members of the bargaining unit specifically listed above in Section 1.

Section 3: Except as specifically set forth in Section 1 and 2 above, the parties agree that upon ratification of this Agreement, service as a park ranger prior to April 2008 shall not be counted in computing seniority for any purpose.

ARTICLE IV NON-DISCRIMINATION

Section 1. The City and the Union agree not to discriminate against any employee because of race, color, religion, creed, ancestry, national origin, military status, sex, sexual orientation, age, disability, physical or mental handicap, parental status, marital status, union activity, and membership or non-membership in the Union. The City and the Union agree to apply the concept of affirmative action consistent with the terms of the Agreement.

Section 2. The parties agree that the Municipal Employer will not discriminate in any way against employees on account of political activity or lack thereof. The parties further agree that grievances filed pursuant to this Section will be arbitrable.

Section 3. Where an employee files a discrimination charge at a state agency or in court under M.G.L. c. 151B, such employee and/or the Union waives any right it may have to file and/or pursue a grievance under the collective bargaining agreement alleging a violation of this Article.

ARTICLE V 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, January 17, 1951, union dues or fees shall be deducted bi-weekly from the salary of each employee who executes and remits to the Municipal Employer a form of authorization of payroll deduction of union dues. Remittance of the aggregate amount of dues deducted shall be made to the Union's Treasurer within ten (10) working days of the end of the pay period.

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 VI
PAYROLL DEDUCTION OF AGENCY SERVICE FEE

"Intentionally left blank."

ARTICLE VII
MANAGEMENT RIGHTS

Section 1. The City reserves and retains the sole and exclusive right to manage, operate and conduct all of its Departments' operations and activities except as otherwise specifically and expressly provided in this Agreement. The enumeration of management rights in this Article is not intended to be construed as a limitation of management's rights but rather as an illustration of the nature of the rights inherent in management.

Section 2. Subject to the express and specific provisions of this Agreement, the City reserves and retains the exclusive right to hire, promote, assign, transfer, suspend, discipline, discharge, lay off and recall personnel, to contract out or subcontract out work, and to issue reasonable rules and regulations and in all respects to carry out the ordinary and customary functions of municipal management.

ARTICLE VIII
DISCIPLINE AND DISCHARGE

Section 1. No employee who has completed his/her/their probationary period shall be disciplined, suspended, or discharged except for just cause. For purposes of this Article, the probationary period shall commence on the date of hire and shall be deemed completed after six (6) months of service from the date of hire; provided that any scheduled hours not actually worked during the six (6) month period shall extend the probation period by the amount of hours not actually worked. Hours for which an employee is paid due to a holiday shall count as hours actually worked for purposes of computing the probationary period. Overtime hours and detail hours shall not be counted for purposes of computing the probationary period.

Any employee who separates from service and is subsequently re-employed by the City of Boston shall be required to serve a new probationary period, except in cases of recall or reinstatement.

Section 2. The City agrees to apply progressive discipline in all but the most serious cases. The City recognizes the value of counseling employees regarding performance deficiencies.

Section 3. All employees who have completed their probationary period, as outlined in Section 1 above, shall, except in the most extreme circumstances, be entitled to a hearing before the Appointing Authority, or his/her designee, prior to a suspension of more than five (5) days or discharge. The imposition of a suspension of less than five (5) days shall not preclude further disciplinary action pursuant to this Article.

ARTICLE IX
GRIEVANCE PROCEDURE

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

Section 2. Grievances shall be processed as follows:

Step #1: The Union steward, with or without the aggrieved employee, and with or without the Union representative, shall present the grievance orally to the aggrieved employee's immediate supervisor outside the bargaining unit. The parties shall attempt to resolve the grievance informally. If they are unable to do so, the Union shall reduce the grievance to writing, within twenty-one (21) calendar days after the employee or Union had knowledge or should have had knowledge of the occurrence or failure of occurrence of the incident on which the grievance is based, or it shall be waived. The supervisor shall respond to the written grievance in writing within three (3) business days (Monday through Friday) of the Union's submission of the written grievance to him/her.

Absence of a written response within the time limits specified above shall constitute a lack of settlement at Step #1.

Step #2: If the grievance is not settled at Step #1, it shall be presented in writing to Appointing Authority or his/her delegate in the Department in which the aggrieved employee serves within ten (10) calendar days of the written submission of the grievance to the employee's supervisor, or seven (7) calendar days after the supervisor's answer is received, or it shall be waived. The Appointing Authority or his/her delegate shall hold a hearing on the grievance within seven (7) calendar days after he/she receives it and shall issue a written answer thereto within three (3) business days after the hearing has been completed.

Absence of a written response after a hearing, or the lack of a hearing, within the time limits specified above shall constitute lack of settlement at Step #2.

Step #3: If the grievance is not settled at Step #2, the grievance shall be submitted to the City's Office of Labor Relations within seven (7) calendar days of the Union's receipt of the Step #2 response or within seventeen (17) calendar days after the grievance has been presented in writing at Step #2, or it shall be waived. A Step #3 hearing shall be held within fourteen (14) days of the receipt of the Union's submission to Step #3. Conducting the hearing shall be one or more of the staff of the Office of Labor Relations. The City shall issue an answer to the grievance within fourteen (14) calendar days of the Step #3 hearing.

Step #4: If the grievance is not settled through the foregoing steps of the grievance procedure, the Union, and not any individual employee, may submit the matter to arbitration. Such submission to arbitration must be made within thirty (30) calendar days after the receipt of the Step #3 response or it shall be deemed waived. In no event, may the grievance be submitted to arbitration more than seventy-five (75) calendar days after the grievance has been submitted in writing at Step #3. "Submit to Arbitration" means a letter to the Labor Relations Connection with a simultaneous copy to the Office of Labor Relations, postage prepaid, postmarked within the specified time limits.

For purposes of computing the time limits described in Section 2 above, if the day upon which a deadline falls is a Saturday, Sunday or City Holiday, the deadline shall be extended to the next business day.

Section 3. Written submissions of grievances at Step #2 shall be 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. Arbitration.

A. The procedure for arbitration shall be as follows:

- (1) The "Labor Relations Connection" shall maintain a rotating list of mutually agreed upon arbitrators who will serve to hear disputes in the order in which the arbitrators appear on the list. Upon the filing of a grievance for arbitration the Labor Relations Connection shall assign the next arbitrator on the list from the panel and shall initiate scheduling of the case. The parties recognize that the assignment from the rotating panel may be waived by mutual agreement, up to and including arbitrators outside the panel.
- (2) Either party may remove any name(s) from the list once per calendar year between July 1 and July 30. The parties shall then add a commensurate number of new names to the list by mutual agreement.
- (3) The fees and expenses of the arbitrator shall be shared equally by the parties and the decision of the arbitrator shall be final and binding on the parties. In cases where the question of arbitrability is raised, the arbitrator (as selected in accordance with this Article) may decide the arbitrability of the grievance. When a question of arbitrability is raised the parties may mutually agree to bifurcate/ separate the case in the interest of a speedy resolution and clarification of the issue. In such cases, the party requesting bifurcation/separation shall give the other side reasonable notice of the request.
- (4) In the event that there is no mutual agreement to bifurcate/ separate, the issues of arbitrability and the merits shall be heard together and the parties shall equally share the costs associated with arbitration. Either side may seek bifurcation/ separation on the issue of arbitrability through an order of the arbitrator. Any order of an arbitrator under this section to bifurcate/ separate shall be issued not later than seven (7) calendar days prior to the date of arbitration or the issue of arbitrability and the merits shall be heard together. If an order to bifurcate/ separate is issued, the cost of the hearing shall be borne equally by both sides unless otherwise agreed.
- (5) Each party shall bear the expense of preparing and presenting its own case.

- (6) Any issue regarding the rules and procedures for arbitration not covered above shall be subject to the voluntary rules of the "Labor Relations Connection."
- (7) By mutual consent, the parties may elect to utilize the services of the State Board of Conciliation and Arbitration for the purposes of grievance mediation. Should the parties mutually elect to utilize the services of the Board of Conciliation and Arbitration the parties shall equally share the costs of those services, unless otherwise stipulated.

Section 5. 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 6. 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 on the parties. 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 7. 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 Office of Labor Relations prior to making a complaint to the Director of Civil Service. The Office of Labor Relations shall issue a written opinion within twenty-one (21) calendar days after receipt of a written complaint. The failure of the Office of Labor Relations to timely issue a written opinion shall not be subject to the grievance procedure.

Section 8. In the case of a general grievance affecting more than one bargaining unit member, the Union may initiate the grievance at Step 3 of the procedures set forth above. Said grievance shall be submitted in writing within twenty-one (21) calendar days after an employee or the Union knew or reasonably should have known of the alleged act or omission on which the grievance is based.

ARTICLE X 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, work 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 Section 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 XI
HOURS OF WORK AND OVERTIME

Section 1: Hours of Work.

- (a) The regular work week of a Boston Park Ranger shall be forty (40) hours (Saturday through Friday). The regular work week shall consist of the following: either five (5) days of an eight and one half hour (8.5) work shift, or four (4) days of a ten and one half hour (10.5) work shift. The parties recognize that there may be occasions where members of the bargaining unit work more than 40 hours during one work week and less than 40 hours during the next consecutive workweek, or vice versa. Employees whose regular work week consists of five (5) days of an eight and one half hour (8.5) work shift shall be entitled to two 15-minute paid breaks and one 30-minute unpaid lunch break per day. Employees whose regular work week consists of four (4) days of a ten and one half hour (10.5) work shift shall be entitled to two 15-minute paid breaks and one 30-minute unpaid lunch break per day. An employee is not expected to perform work during his/her lunch period; provided, however, that the employee shall keep his/ her radio on and shall direct anyone seeking his/her assistance to the appropriate person providing coverage.
- (b) Employees shall be scheduled to work on regular work shifts or tours of duty and each work shift or tour of duty shall have a regular start time and quitting time. Employees shall be given reasonable notice of temporary and permanent changes in their work schedules. Except in extreme circumstances, reasonable notice shall be fourteen (14) calendar days. Notice of temporary or permanent changes in an employee's work schedule shall be in writing, and a copy of such notice shall be provided to the BPRA.
- (c) Upon written request signed by the affected park rangers, and the approval of the Commissioner or his/her designee, employees may be allowed to swap a regular work shift (tour of duty) as described herein. A park ranger may be allowed to swap shifts outside of his/her regularly assigned shift (day tour for night tour, etc.) and may be allowed to work out of turn for himself/herself, provided that the swap of any shift be completed within the same pay period. Swaps may not be used to create a new schedule or to permanently change the existing schedule. A park ranger that has swapped his/her tour of duty shall be paid at his/her straight (regular) rate of pay. The discretion of the Commissioner, or his/her designee, is paramount in these cases and his/her decisions regarding any issue in this paragraph is not subject to the grievance procedure of this Agreement.

Section 2: Work Shifts.

- (a) The Commissioner or his/her designee reserves and retains the discretion to distribute work assignments based on the skills and qualifications of employees. The Commissioner or his/her designee is the sole judge of qualifications and abilities required for particular assignments; provided, however, that the Commissioner's selection of an employee for a particular assignment shall not be made arbitrarily, capriciously, or unreasonably.
- (b) Employees shall be assigned to work shifts and work schedules based on the operational needs

of the Department. Where the Department determines that the number of bargaining unit members eligible for a work shift or work schedule exceeds the Department's staffing needs, bargaining unit members shall be given their preference based on seniority.

Section 3: Scheduling of Overtime.

- (a) In emergencies, or as the needs of service require, the Commissioner of the Department, or his/her designee, may assign employees to perform overtime work. Employees shall be given as much advance notice as possible of assigned overtime work.
- (b) Overtime work that does not meet the criteria of paragraph (a) of this Section shall be offered and distributed to all employees by seniority as defined in Article III (Seniority), Section 2. Employees, other than those required to work beyond their normal tour of duty due to the exigencies of their workday, shall have the option of declining offered overtime under this paragraph. While all employees shall be afforded the opportunity to accept overtime service, there shall be no discrimination against any employee who declines to work overtime on a voluntary basis. However, in the event that sufficient personnel do not accept such offered overtime on a voluntary basis, or in the event of emergency situations where time is of the essence in executing the overtime job, such additional personnel as are deemed necessary by the Commissioner or his/her designee may be required to work overtime on an assigned basis.
- (c) A list for the distribution of overtime and details shall be created and maintained by the Commissioner, or his/her designee, in accordance with Section 7 of this Article.

Section 4: Overtime Service.

All authorized service in excess of the employee's regular workday or workweek, including service during an employee's scheduled day off, or during his/her scheduled vacation, and service performed prior to the scheduled starting time for his/her regular tour of duty, and service performed subsequent to the scheduled time for conclusion of his/her regular tour of duty, shall be deemed overtime service subject to the following rules:

- (a) If the duty requires an employee to work before the normal starting time, or beyond the normal quitting time of his/her scheduled tour of duty, and if the employee works more than thirty (30) minutes of such service, such overtime service shall be rounded off (and paid for) to the next quarter hour.
- (b) If any employee has left his/her place of employment or last duty assignment after having completed work on his/her regular tour of duty and has left work for one (1) hour or more and is then recalled to work, or if an employee is recalled on a scheduled day off or during his vacation, he shall be paid on an overtime basis for all such time and shall be guaranteed a minimum of four hours of overtime recall pay. It is understood that the four-hour guaranty does not apply when an employee is called in early to work prior to the normal starting time of his scheduled tour of duty and works continuously from the time he reports into his normal scheduled tour of duty, in which event such employee shall receive overtime pay consistent with paragraph (a) of this Section.
- (c) Overtime service shall not include:

- i. An out-of-turn work shift which is substituted for a regularly scheduled work shift by mutual agreement between the City and the employee;
- ii. Swapped work shifts as described in Section 1 of this Article; and
- iii. Paid Details

Section 5: Method of Compensation for Overtime Service.

- (a) An employee who performs overtime service in accordance with the provisions of this Agreement shall receive, in addition to his/her regular weekly compensation, time-and-one-half his/her straight-time hourly rate for each hour of overtime service. The straight-time hourly rate shall be computed as one fortieth of an employee's regular weekly compensation.
- (b) Based on the operations and budgetary needs of the Department, supervisors or managers may, upon an employee's request, agree to compensate overtime with time off rather than monetary payment. Such a request will not be unreasonably denied. The rates of compensatory time shall be the same as for monetary compensation as determined by paragraph (a) above. Compensatory time must be used within ninety (90) days from the date on which it was earned. Should an employee, for any reason, not use the compensatory time within ninety (90) days from the date it was earned, the Department shall convert the compensatory time to a monetary payment at the appropriate rate.
- (c) Pay for overtime service shall be in addition to and not in lieu of holiday pay or vacation pay, and shall be remitted to employees as soon as practicable after the week in which such overtime service is performed.
- (d) An employee who is not scheduled to work on a holiday, but who actually works on such holiday either because he/she was required to do by the Department, or because he/she voluntarily accepted the Department's offer of work, shall receive double his/her straight time hourly rate for each hour of service in lieu of the time-and-one-half rate specified in paragraph (a) of this Section (but not in lieu of holiday pay). An employee who works on a scheduled vacation day, either because he/she was required to do by the Department, or because he/she voluntarily accepted the Department's request to work, shall be paid at a rate of time-and-one-half his/her straight-time hourly rate for each hour worked and shall not have time actually worked deducted from his/her accrued vacation time.

Section 6. Paid Details.

- (a) Definition: A paid detail is a park ranger service performed by a Boston Park Ranger during his/her off-duty time which is paid for by the person or persons making the request for such service. In some instances this may include details paid by the City of Boston. The service performed during a paid detail shall include any functions that are performed by Park Rangers including, but not limited to, security, park protection, or traffic control.
- (b) Details shall be distributed by seniority as defined in Article III (Seniority), Section 2. A list for the distribution of details and overtime shall be created and maintained by the Commissioner, or

his/her designee, in accordance with this Article. Each detail, compensation shift, and/or overtime opportunity shall be offered to "available" park rangers in descending order of seniority unless a park ranger has temporarily lost seniority rights, pursuant to section (k) below. A Park Ranger is not "available" when he/she is already scheduled to work; or when he/she is on an authorized leave of absence other than a vacation, holiday, compensation time or personal leave; or when he/she is on leave for worker's compensation or FMLA; or when he/she is on a paid or unpaid administrative leave; or when he/she is serving a suspension for disciplinary reasons.

- (c) Employees shall be given the maximum possible advance notice of detail assignments. Any employee may refuse a paid detail, or, if the employee cannot be reached, the detail shall then be offered to the next employee on the detail list.
- (d) Upon completion of a detail, a Park Ranger shall immediately submit a detail form recording the name, hours hired, hours worked, site of detail, and any change in hours worked in order to bill the paying party accordingly. No detailed assignments shall be made until the person, firm, corporation, or entity requesting or required to have such details has agreed to pay the established rates of pay.
- (e) Effective thirty (30) days from city council funding, the detail rate shall be increased by three (\$3.00) dollars to \$40/hour. Detail shifts shall be at least four hours in duration, except in the case of partial detail shifts as described in subsection (i) below. The detail rate may be increased at the agreement of the Association and the City.
- (f) Cancellation. Park Rangers shall be notified of cancellation of a detail assignment at least four (4) hours before the start of the detail assignment. In the event a Park Ranger is given less than four (4) hours notice of cancellation of a detail assignment, he/she may choose one of the following two options: (1) He/she may decline to work any of the detail hours but receive four (4) hours pay at the detail rate of pay; or (2) He/she may work the detail shift hours, at the detail rate of pay, at a location to be determined by the Commissioner or his/her designee.
- (g) Early termination. If a detail assignment is terminated four (4) hours or less after it has begun, then the Park Ranger shall receive four (4) hours pay at the detail rate of pay and will be given the option of working the remaining detail shift hours, at the detail rate of pay, at a location to be determined by the Commissioner or his/her designee. If a detail assignment is terminated more than four (4) hours after it has begun, but before it is scheduled to end, then the Park Ranger shall be paid at the detail rate of pay for all detail shift hours actually worked and shall be given the option of working the remaining detail shift hours, at the detail rate of pay, at a location to be determined by the Commissioner or his/her designee.
- (h) Any rescheduling of a detail shall be offered as if it is a new detail.
- (i) In the event that no Park Ranger is available to work an entire detail shift, the Commissioner or his/her designee may, in his/her discretion, offer a partial detail shift, which may be less than four (4) hours in duration. Any Park Ranger who works a partial detail shift shall be compensated only for hours actually worked and shall not be entitled to four (4) hours minimum pay.

- (j) If, after offering any detail shift to Park Rangers, the Department is unable to staff the detail shift, the Department has the right to cover the shift through deployment. Any Park Ranger who covers a detail shift through deployment shall not be paid at the detail rate of pay and shall not receive any extra compensation.
- (k) Such that in each fiscal year, if a Park Ranger accepts a detail shift and then fails to work the detail for any reason, other than cancellation or early termination as described above, and also fails to find another park ranger to cover that detail assignment, then he/she will be moved to the bottom of the detail list (but above auxiliaries) for the following time periods:

1st time in the fiscal year:	No movement
2nd time in the fiscal year:	30 days
- (l) If a detail shift opportunity between dusk and dawn has been accepted by only one park ranger, the Commissioner or his/her designee will notify the park ranger who has accepted the detail of this fact, and that park ranger may choose to work the detail, or decline to work the detail without penalty as set forth in section (k) above. The Department may invoke section (i) or (j) above in the event that no ranger will accept an offer to work a detail opportunity between dusk and dawn.

Section 7. Detail and Overtime List.

The detail and overtime list shall include all bargaining unit members ranked by seniority as defined in Article III (Seniority), Section 2. The parties agree that auxiliary and seasonal park rangers, who are not members of the bargaining unit governed by this Agreement, may be eligible to perform overtime and details. Therefore, the Department may include auxiliary and seasonal park rangers on the detail and overtime list for each detail or overtime shift opportunity that arises. However, each opportunity for detail or overtime will be offered to all members of the bargaining unit first, before being offered to seasonal and auxiliary park rangers. The inclusion of seasonal and auxiliary park rangers on the detail and/or overtime list shall not be deemed to confer any rights on seasonal and auxiliary park rangers under this Agreement.

ARTICLE XII
TEMPORARY SERVICE IN A HIGHER OR LOWER CLASSIFICATION

Section 1.

When 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 written 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 the sixth (6th) consecutive day of actual service in such higher position be compensated at the rate to which he/she would have been entitled had he/she been promoted to such position. A superior shall not refuse to provide a written assignment form when requiring an employee to work in a position classified in a higher

grade, as described above. Any remedy based on a grievance filed under this section shall be limited in effect to a period not to exceed five (5) days prior to the date of the filing of the grievance in writing. The Employer shall not rotate such assignments among employees for the purpose of avoiding compensation at the higher grade.

ARTICLE XIII LAYOFF AND RECALL

Section 1. The City and the union agree that if the City, in its discretion, decides to lay off employees covered by this Agreement, the following procedure shall apply.

Section 2. Definitions.

For purposes of this Article, "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. (Also as defined in appendix 1).

For purposes of this Article, "layoff" shall be defined as an Employer initiated separation of an employee from service because of lack work, shortage of funds, curtailment of services, or any other reason except for voluntary separation, separation due to retirement, or separation constituting discipline or discharge under the Discipline and Discharge Article. The term "layoff" shall include the non-renewal of a provisional appointment, if the provisional employee has at least fifteen months (15) of service.

For the purposes of this Article, the term "provisional employee", "permanent employee", temporary employee", "tenured employee", "seasonal positions" and "emergency appointment" shall be defined according to their meanings under G.L. c.31.

For purposes of this Article, "vacancy" shall be defined as a vacant position which Management intends to fill.

For purposes of this Article, "job series" shall be defined as one or more departmental positions in a promotional line of work differing in difficulty or responsibility.

Section 3. Relation to General Laws Chapter 31. It is the intention of the parties that the provisions of this Article should read to conform to the requirements of M.G.L. c.31. It is also the intention of the parties that the provisions of this Article apply except when prohibited by law.

Section 4. Order of Layoff. If layoffs occur, employees shall be selected for layoff in each job classification (job title) in the Department according to the following rules:

- (a) Seasonal positions, at the discretion of the Appointing Authority;
- (b) Regular full time employees with less than six (6) months of seniority;
- (c) Regular full time employees with more than six (6) months seniority, in inverse order of seniority.

Section 5. Bumping Notice.

An employee designated for layoff pursuant to section 4 above who is permanent in the job classification from which he/she is to be laid off may exercise his/her rights pursuant to G.L. c. 31. Any other employee may exercise the following bumping rights. In all cases the employee seeking to bump must be qualified to perform the duties and responsibilities of the position.

- 1) a vacancy in an equal or lower-graded job classification within the employee's job series within the department; or
- 2) a filled position in an equal or lower graded job classification in the department provided that the position is in the employee's job series, that it is filled by a non-permanent employee who is less senior than the laid off employee, and is also the least senior employee in that job classification.

Any changes in work shifts or work schedules shall be made in accordance with Hours of Work and Overtime Article.

An employee who chooses to exercise the above bumping rights must so notify his/her Department in writing within five (5) working days of receipt of the layoff notice.

An employee who bumps into a lower graded position shall be placed on the salary scale at the step rate which is closest to but not higher than his/her former grade and step rate.

Section 6. Notice. The City shall notify employees designated for layoff pursuant to Section 4 above, and the Union, at least ten (10) working days prior to the intended lay off. Notice to an employee shall be complete upon actual notice, except that notice to an employee absent from work shall be complete three (3) calendar days after posting of notice by certified mail, return receipt requested. It is understood that reasonable efforts will be made to contact by telephone employees who are absent from work. It is further understood that notice to employees who are absent from work due to authorized vacation leave shall be stayed pending such leave. If the notice required under this section is not provided to both the employee and the Union, the employee shall be paid the difference between the number of days of notice and the required notice. Notice to employees shall prominently include notice of bumping rights and recall rights and obligations under this Article.

Section 7. Recall. An employee who separates from service with the Department due to layoff, or who exercises his/her right to bump into a lower graded job classification, and who has at least six (6) months of service may exercise the following recall rights:

- a) If the employee is a permanent Civil Service employee, he/she shall have rights pursuant to G.L. c.31.
- b) If the employee is a non-permanent Civil Service employee, then, subject to Civil Service requirements, he/she shall be notified by first class mail or actual notice, of vacancies in his/her job classification in his/her department or in equal or lower grades in his/her job series in his/her department, and prior to filling said vacancies with any other person, the department shall offer the position to qualified responding employees according to seniority.
- c) If the employee is a non-Civil Service employee, he/she shall be notified by first class mail or actual notice of vacancies in his/her job classification in his/her department or an equal or lower

grades in his/her department, and prior to filling said vacancies with any other person, the department shall offer the position to qualified responding employees according to seniority.

- d) Only an employee who has notified his/her department in writing of his/her interest in recall prior to his/her layoff or bumping down, and who has included a mailing address, shall be entitled to notice of vacancies. The Union shall be notified of vacancies (by mail) when the employee is notified. To be eligible for recall, an employee must respond affirmatively to his/her department within seventeen (17) calendar days of the postmarked date of notice, or fourteen (14) calendar days of actual notice, whichever comes first. The above recall rights, except as extended by Civil Service law, shall run for two years from date of layoff.
- e) For the purpose of employee benefits, a recalled employee shall be treated as if coming off an authorized leave of absence. An employee who is recalled into a lower graded position shall be placed on the salary scale at the step rate which is closest to but not higher than his/her former grade and step rate.

Section 8. Tie Breaker. In the event that there is more than one employee with the same seniority date as defined above, seniority shall be determined for the purposes of layoff and recall only, by the last digit of the laid off employee's social security number. Zero shall be the lowest number. The employee with the highest number shall be considered the most senior. If the digits are the same, then the next digit shall be used accordingly.

Section 9. The City shall make all reasonable efforts to ensure that any vacation day buyback to which an employee selected for layoff is entitled shall be paid in the form of a separate check at the employee's last regular, pay check. If a laid off employee elects to withdraw his/her money from the Retirement Fund, the City shall make all reasonable efforts to ensure that such money is paid to the employee within thirty (30) calendar days after the employee notifies the Retirement Fund. The City shall not require any employee notified of layoff to take his/her earned vacation credits as paid time off. Nothing herein shall preclude an employee's annual sick leave buy back as set forth in the Article XVI (Sick Leave), Section 5 of this Agreement.

Assuming it is permitted by the medical insurer, the City shall pay its share of medical insurance for a laid off employee for coverage through the end of the calendar month subsequent to the month of lay off. Assuming it is permitted by the medical insurer, an employee on the recall list may elect to continue this medical coverage after the end of the subsequent month by assuming the full cost of the medical insurance payments. In this manner, medical coverage may be continued during the period that an employee retains his/her employee status by remaining on the recall list.

Section 10. Dispute Resolution. Disputes between the City and the Union regarding the meaning or application of this Article shall be resolved by grievance and expedited arbitration. A grievance must be presented in writing to the City's Office of Labor Relations within ten (10) working days of the occurrence or failure of occurrence, whichever may be the case, of the incident upon which the grievance is based, or else it shall be deemed waived. The Union must commence the expedited arbitration procedure of the Labor Relations Connection, or any other procedure agreed to in writing by the parties, within ten (10) working days of presentation to the City's Office of Labor Relations, or else it shall be deemed waived.

ARTICLE XIV
HOLIDAYS

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

New Year's Day	Independence Day
Martin Luther King, Jr. Day	Labor Day
President's Day	Indigenous People's Day
Patriots' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Day

Or the following Monday if any day aforesaid falls on Sunday.

Section 2. If an employee is not scheduled to work on any of the holidays listed in Section 1 of this Article, which falls on his/her regular workday, he/she shall nevertheless be paid his/her regular weekly compensation for the workweek in which the holiday falls.

If in the course of his/her regular service an employee is required to work on any of the holidays listed in Section 1 of this Article and he/she actually works on the holiday he/she shall receive, in addition to his/her regular compensation, either an additional day off or an additional day's pay on a straight time basis. The City reserves and retains the right to determine whether the Employee who actually works on a holiday shall receive either time off or additional pay.

If the holiday falls during an employee's vacation or on his/her regular day off (such as Saturday), he/she shall receive, in addition to his/her regular compensation, either an additional day off or an additional day's pay on a straight-time basis. The City reserves and retains the right to determine whether the Employee shall receive either time off or additional pay.

If an employee who is scheduled to work on a holiday utilizes sick leave pursuant to Article 14 on that holiday he/she shall be paid his/her regular weekly compensation for the workweek in which the holiday falls. There shall be no deduction from the employee's accumulated sick leave bank, however, it shall be considered sick leave used for purposes of monitoring sick leave usage or abuse. The employee shall be entitled to no further benefit pursuant to this Article.

If an employee works on an overtime basis on a day which happens to be a holiday, he/she shall be paid at the specified overtime rate for the holiday shift actually worked and he/she shall receive, in addition either an additional day off or an additional day's pay on a straight time basis. The City reserves and retains the right to determine whether the Employee shall receive either time off or additional pay.

Further, if the holiday falls on a Saturday, the City, subject to operating needs as determined by the City, agrees that in as many cases as possible the additional day off for those employees whose regular day off is that Saturday will be the preceding Friday, and the City further agrees to endeavor to give one (1) week's notice relative to scheduling said additional day off.

Section 3. If a part-time employee actually works on a holiday, he/she will receive in addition to his/her regular compensation, either an additional day off or an additional day's pay equal to the hours actually

worked on the holiday on a straight time basis. The City reserves and retains the right to determine whether an employee shall receive either time off or additional pay.

Section 4. In addition to the holidays enumerated in Section 1 of this Article, on each January 1, full-time employees on the payroll on August 7, 2012, will be eligible for two (2) "floating holidays" that may be taken during the following twelve months at a time or times requested by the employee and approved by his/her immediate supervisor outside of the bargaining unit. Full-time employees who were not bargaining unit members on August 7, 2012 shall not receive "floating holidays."

Section 5. Requests to use "Floating holidays" shall be subject to the same notice requirements and approval as outlined in Article XV of this Agreement (Vacation Leave). "Floating Holidays" not used by December 31st of the year in which they are received, shall not carry over into the following year and may not be redeemed for monetary compensation at any time.

ARTICLE XV VACATION LEAVE

Section 1. Subject to the specific provisions of this Article, every newly hired employee covered by this Agreement must complete six (6) months of actual work, as defined in Article VIII, Discipline and Discharge, Section 1, to be eligible for vacation leave on January 1.

Section 2. Effective January 1 of the calendar year in which this Agreement is ratified by the Union, vacation leave shall be calculated as follows:

An employee who starts work before July 1 and who completes his/her probationary period as defined in Article VIII (Discipline and Discharge), Section 1, shall be entitled to one (1) week of vacation leave upon completion of his/her probationary period.

An employee who starts work on or after July 1, shall be entitled to one (1) week of vacation upon completion of his/her probationary period, as defined in Article VIII (Discipline and Discharge), Section 1, and shall receive one (1) additional week of vacation leave on the first anniversary of the employee's date of hire; provided that any period(s) of time during the employee's first twelve months of employment for which an employee is not paid shall extend the effective date of vacation eligibility under this Article.

In no event shall the vacation entitlement for such employees exceed that established in Section 2(a).

- (a) An employee who on January 1, has completed more than 960 hours of actual work, but has less than four (4) years of seniority as defined in Article III (Seniority), shall receive two (2) weeks of vacation leave.
- (b) An employee who on January 1, has more than four (4), but less than nine (9) years of seniority, as defined in Article II (Seniority), shall receive three (3) weeks of vacation leave.
- (c) An employee who on January 1, has more than nine (9) but less than fourteen (14) years of seniority, as defined in Article III (Seniority), shall receive four (4) weeks of vacation leave.
- (d) An employee who on January 1, has more than fourteen (14) but less than thirty (30) years of seniority, as defined in Article III (Seniority), shall receive five (5) weeks of vacation.

- (e) An employee who on January 1, has more than thirty (30) years of seniority, as defined in Article III (Seniority), shall receive six (6) weeks of vacation.

For purposes of computing vacation eligibility under this Article, the date of hire set forth in Article III (Seniority), shall be used for all members of the bargaining unit specifically identified therein. Subject to the preceding sentence, the parties acknowledge that upon ratification of this Agreement, service as a park ranger prior to April 2008 shall not be counted in determining vacation eligibility under this Article.

Section 3.

- (a) Any employee returning from an authorized leave of absence, shall be granted vacation leave in accordance with the City's Family and Medical Leave Policy and/ or Military Leave Policy, whichever is applicable.
- (b) Any employee returning from an authorized leave of absence, shall receive his/her full vacation entitlement in accordance with the applicable City policy (for example, the City's Family and Medical Leave Policy and/ or Military Leave Policy).
- (c) An employee who is on a leave of absence compensated pursuant to G.L. c. 152 shall accrue vacation time in accordance with the City's Family and Medical Leave Policy.
- (d) Any employee returning from a leave of absence compensated pursuant to G.L. c. 152 shall receive his/her vacation entitlement in accordance with the City's Family and Medical Leave Policy.

Section 4. For the purpose of determining vacation entitlement in a calendar year, service with the Commonwealth of Massachusetts, the City of Boston, and the County of Suffolk, shall be included, subject to the limitations set forth in Article III (Seniority).

Section 5. If a City of Boston employee transfers into the bargaining unit without a break in service subsequent to January 1, in any given year, his/her prior service shall be counted, subject to the limitations set forth in Article III (Seniority).

Section 6. Prior to departure on vacation leave, an employee may receive a cash advance up to ninety percent (90%) of the employee's net pay based upon the vacation leave scheduled.

Section 7. Accrued and unused Vacation leave allowance shall be paid to an employee who separates from City service.

Section 8. If the employment of an employee entitled to vacation leave under this Article is terminated by death, said employee's spouse or next of kin shall be paid an amount in lieu of such vacation entitlement. If such employee has no spouse or next of kin, then the employee's vacation leave shall be paid to his/her estate.

Section 9. Vacation shall be taken at such time as, in the opinion of the Appointing Authority, will cause the least interference with the regular work of his/her Department. Subject to the preceding sentence, vacation leave selection shall be determined by seniority as defined in Article III (Seniority). Vacation leave may not be carried over from one year to another without the express written authorization of the Appointing Authority and the Director of Human Resources. The Appointing Authority, with the approval of Office of Human Resources, may authorize up to ten (10) days of vacation time be carried

over into the subsequent calendar year. All vacation time carried over from a preceding calendar year must be used by December 31 of the year into which it is carried over, or it shall be forfeited.

ARTICLE XVI
SICK 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, for authorized absences pursuant to the City's Attendance Policy. Effective ninety (90) days from the time of the City Council funding, probationary employees will be entitled to use this benefit.

Sick leave shall accrue on a monthly basis at the rate of one and one quarter (1.25) days for each month of actual service (fifteen (15) working days per calendar year). The City shall not credit an employee with paid sick leave prior to such leave having been accrued as set forth above. For example, employees shall not be credited with 15 days of paid sick leave annually on January 1.

Sick leave not used in the year in which it accrues together with any unused sick leave accumulated in previous years may be carried over for use in a subsequent year. Sick leave not used prior to an employee's separation from employment, shall be forfeited, and the employee shall not be entitled to any compensation in lieu thereof, except as provided below in Section 7.

Section 2. No employee shall be entitled to sick leave without loss of pay as provided in Section 1 of this Article unless:

- (a) The employee has notified his/her immediate supervisor of his/her absence and the cause thereof at least 30 minutes prior to the start of the employee's scheduled work shift, or as soon as practicable under the circumstances; and
- (b) The Appointing Authority has approved such request. For periods of absence of five (5) consecutive working days or more, the Appointing Authority may require as a condition precedent to the approval of such request, a signed statement of a doctor, a nurse practitioner, or health care provider, confirming the necessity for such 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 (workers' compensation), will result in the payment to him/her of his/her full salary for any particular workweek.

Section 4. Up to five (5) days' sick leave credit will be restored to an employee's accumulated sick leave when such employee has used sick leave allowance between the date of injury on the job and the date that a disability benefit (workers' compensation) is awarded; provided, however, that the value of the sick leave credit shall be proportionate to the workers' compensation benefit that is awarded. In most, but not all instances, the workers' compensation benefit (and, thus, the value of the sick leave credit) will be 60%.

Section 5. Annual Sick Leave Buy Back. 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 be eligible to redeem a percentage of their accrued but unused sick time, provided the employee has actually

worked for the entire twelve-month period. Eligible employees may elect to buy back sick days in a lump sum cash payment in accordance with the following schedule:

<u>Sick Days Used</u>	<u>Cash Redemption</u>
0	5 days' pay
1	4 days' pay
2	3 days' pay
3	2 days' pay
4	1 days' pay
5	0 days' pay

An employee may buy back sick time by the fraction of a day (on an hourly basis) in accordance with the above schedule. Employees who are not on the payroll for some portion of a calendar year may be eligible (pursuant to the City's Sick Leave Buyback policy) to redeem a prorated amount of accrued but unused sick time. The rate of pay to be used in computing sick leave buy back will be the employee's rate of pay on December 31 of each applicable calendar year.

In January, the City will notify each qualifying employee of his/her redemption options. An employee may elect to redeem all or part of his/her entitlement in full days. Unredeemed sick leave days will be carried over consistent with Section 1 of this Article. Payment of annual sick leave redemption shall be made by March 30th of the year in which it is due.

Section 6. Sick Leave Abuse.

It is agreed that employees who abuse sick leave shall be subject to disciplinary action. The Union agrees to cooperate with the City in dealing with problems related to sick leave abuse.

Section 7. As of the effective date of the retirement of an employee from City service, or upon the death of an employee, the City shall redeem thirty percent (30%) but in no event shall an employee receive more than fifteen thousand dollars (\$15,000), of the employee's accrued but unused sick leave computed at the employee's final rate of pay. Unused sick time acquired pursuant to Section 9 of this Article (Sick Leave Bank) shall not be subject to redemption, rather it shall revert back to the extended sick leave bank as set forth in Section 9 below.

As of the effective date of the retirement of an employee from City service, who commenced employment in a position in the bargaining unit on or after September 1, 2018, pursuant to the regulations of the State/Boston Retirement Board, the City shall redeem 30%, but in no event shall an employee receive more than ten thousand dollars (\$10,000), of the employee's accrued but unused sick leave at the employee's final rate of pay.

Section 8. Employees who have accumulated fifty (50) days of sick leave and who did not utilize more than three (3) sick days in the preceding calendar year, excluding sick leave redeemed pursuant to Section 5 above, may convert up to nine (9) sick days to vacation days on a three for one (3:1) basis (1 vacation day for every 3 sick days), in a manner to be prescribed by the Office of Human Resources.

Section 9. Sick Leave Bank.

The City shall establish an extended sick leave bank for the Boston Park Rangers' Association which shall be administered by the Office of Human Resources, established and utilized according to the following procedures:

- (a) To be eligible for membership, an employee must have completed his/her probationary period as defined in Article VIII (Discipline and Discharge), Section 1, and must have voluntarily donated one (1) sick day per year to the extended sick leave bank. An employee may donate up to three (3) days per year to the extended sick leave bank during the enrollment period, but in any event he/she must donate no less than one (1) day per year to be enrolled. In lieu of any cash redemption upon retirement from the City, an employee may elect to donate his/her percentage redemption to the extended sick leave bank. These donated days shall be deducted from accumulated sick leave but shall not be considered sick leave for purposes of monitoring sick leave usage or for purposes of calculating sick leave usage pursuant to Sections 5 and 8 of this Article.
- (b) Upon ratification of this Agreement, the City shall place a one-time deposit of one thousand two hundred and eleven (1,211) hours in this extended sick leave bank.
- (c) Enrollment in the extended sick leave bank will be open from January 1 to January 31 of each year. The Office of Human Resources will distribute information and authorization forms to employees at least thirty (30) days prior to the enrollment period.
- (d) The Sick Leave Bank Committee will be responsible for the review of requests for sick leave compensation time to be withdrawn from the extended 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 XIX (Union Business). The following criteria shall be used by the Committee in awarding sick time from the Bank:
 - i. Eligibility as set forth in Paragraph (a) above;
 - ii. The employee has exhausted all accumulated sick leave and other paid leave (such as vacation leave, personal leave and compensatory time);
 - iii. An Application that is accompanied by adequate medical evidence of a serious illness or serious injury which prevents the employee's immediate return to work. Applications for leave to be withdrawn from the extended sick leave bank must be submitted in writing to the Committee administrator along with a signed statement from the employee's doctor which fulfills the criteria in this paragraph. The Committee may require additional medical information or documentation prior to making a decision on any application.
- (e) Provided that the balance in the Bank is sufficient, the Committee shall have the authority to grant up to ninety (90) days of sick leave to an employee per calendar year (Jan. 1 to Dec. 31), subject to the eligibility requirements set forth above. The Committee shall make a determination on each application for sick leave within ten (10) working days of receipt of all documentation required by the Committee. The Committee may award up to thirty (30) days sick leave following approval of the initial application. The Committee may grant two (2)

additional extensions of up to thirty (30) days each, but in no event shall the total leave granted exceed ninety (90) days per calendar year. Decisions of the Committee with respect to eligibility and entitlement shall be final, and shall not be the subject of grievance or arbitration. Applications and requests for extension shall be approved only by majority vote. In the event that there is a tie vote on any application or request for extension, it shall be denied.

- (f) If the Committee has denied an application for sick 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 Human Resources 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 Human Resources, may request additional medical information from the employee's department, which may be relevant to the Committee's deliberations. The Office of Human Resources 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 from the bank. The Office of Human Resources shall make periodic status reports on the fund balance as needed by the Committee.
- (g) Sick leave which is granted but unused shall revert into the extended sick leave bank upon an employee's return to work or death. No employee who is granted sick leave shall be allowed to redeem any unused portion pursuant to Section 7 of this Article.

ARTICLE XVII PERSONAL LEAVE

Each employee who has completed his/her probationary period as defined in Article VIII (Discipline and Discharge), Section 1, shall receive annually, on January 1, four (4) paid personal days, which must be taken during the following twelve (12) months, and which may not be carried over to subsequent years. Personal days shall be deducted from the employee's accumulated sick leave, but shall not be considered sick leave for the purpose of monitoring sick leave usage, or for computing sick leave usage under Sections 5 and 7 of Article XVI.

Personal days shall be taken in whole hour-long increments. Fractions of hours shall be deemed whole hours. No employee shall use personal days on the day before or after a holiday, or on the day before or after vacation leave.

The employee shall provide reasonable notice to the Appointing Authority when requesting use of personal days. Reasonable notice, except in the case of emergency, shall be not less than forty-eight (48) hours. Requests for use of personal days shall not be unreasonably denied.

ARTICLE XVIII 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 forces of the United States in 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) Prophylactic inoculation required by the Municipal Employer;
- (d) Blood donations, if made on the premises of the department in which an employee requesting such leave serves;
- (e) Promotional examinations conducted under Civil Service law and rules for promotion to any position in the service of the City;
- (f) Medical examinations for retirement purposes;
- (g) Attendance at hearings in Workers' 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;
- (h) Voting time up to a maximum of two (2) hours for voting in a state, municipal or other election, provided that the hour of opening and closing the polls in the city or town in which an employee is registered to vote would preclude him/her from voting outside regular working hours, taking into consideration travel time from the polls to his/her regular place of employment, or vice versa;
- (i) Emergency medical treatment for employees injured during performance of assigned work. Employees who have returned to regular duty or light duty after having been injured during the 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;
- (j) Attendance in court when required (by a subpoena) to testify as a witness in a criminal case where the employee is to testify on matters which occurred during the course of employment or for the purpose of filing a complaint against a person for action which took place during the course of employment.

Section 2. Military Leave. Military Leave shall be granted in accordance with the City's Military Leave Policy. Should any changes be made to the City's Military Leave Policy subsequent to the date of this Tentative Agreement, the City and the Union shall re-open negotiations for the purpose of the negotiating over the impacts of the policy changes on members of the BPR.

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

Section 4. Bereavement Leave.

The Union agrees to accept the City of Boston's Bereavement Leave Policy to be effective ninety (90) days from City Council funding. 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 Union waives its right to bargain over the City's decision and any impacts associated with such decision to change or eliminate the Bereavement Leave Policy. The City will provide thirty (30) day notice to the Union of any change to or elimination of the Bereavement Leave Policy. The Parties agree that if the City makes any changes to the Bereavement Leave Policy that results in a reduction of benefits from the contractual language of the 2020-2023 Agreement, the Parties will revert back to the prior contractual language.

Section 5. Pregnancy-Maternity Leave. Leave under this section shall be granted in accordance with the City's Family and Medical Leave Policy.

Section 6. Parental Leave. Leave under this section shall be granted in accordance with the City's Family and Medical Leave Policy. Should any changes be made to the City's Family and Medical Leave Policy subsequent to the date of this Memorandum of Agreement, the City and the Union shall re-open negotiations for the sole purpose of the negotiating over the impacts of the policy changes on members of the BPRA.

Section 7. Education Leave. Subject to the operating needs of the Department as determined by the Commissioner or his/her designee, an employee shall be entitled to leave of absence without pay or benefits of up to one (1) year for furthering his/her education. Preference for selection of such leaves shall be based on seniority.

Section 8. Medical Leave. Leave under this section shall be granted in accordance with the City's Family and Medical Leave Policy.

Section 9. The City may, in its discretion, grant leaves of absence with or without pay for reasons other than those specifically contained in this Agreement.

ARTICLE XIX
UNION BUSINESS

Section 1. Union Representatives. The Union shall furnish the Office of Labor Relations with a list of its local officers and stewards. The Union shall submit lists as soon as practicable after designation of the officers and stewards and shall keep the list current.

Section 2. Paid Leave of Absence for Union Business. Release time without loss of pay shall only be permitted for the following reasons and shall be subject to the operating needs of the Department as determined by the Appointing Authority or his/ her designee:

- (a) Reasonable time for one Union officer or steward on each shift for the investigation of grievances, or representation of employees at departmental hearings or investigatory interviews (i.e. "Weingarten" type situations.) Requests for such leave must be made in writing to the Appointing Authority or his/her designee as far in advance as possible and must include the date,

time and purpose of the requested leave. Requests for leave shall be responded to within a reasonable period of time.

- (b) Attendance by the Grievant(s), one Union officer or steward, and witnesses to testify at a grievance, arbitration, or hearing before the Division of Labor Relations or Civil Service Commission. Requests for such leave shall be made in writing; shall set forth the date, time and purpose of requested leave; and shall be made at least one (1) week in advance of the hearing to the Office of Labor Relations, except that with regard to Step #2 grievance hearings, requests for leave shall be made to the Appointing Authority or his/her designee as far in advance as possible.
- (c) Attendance at meetings of labor/management committees specifically referenced in this Agreement (for example, sick leave bank committee meetings).
- (d) Reasonable travel time to and from hearings or meetings authorized under this Section, where such hearings or meetings take place at a location other than the employee's work site. All employees are required to return to their work site after the conclusion of the hearing/meeting where reasonable time at the end of the employee's work shift remains.
- (e) Attendance at contract negotiations during the employee's regular work shift, subject to Ground Rules discussed between the Union and the City.
- (f) All other requests for release time shall be made pursuant to Section 9 of the Article entitled "Other Leaves of Absence."

Section 3. Access to Premises. Representatives of Boston Park Rangers Association ("BPRA") shall be permitted to enter the premises of the Department at any reasonable time for the purpose of discussing or processing grievances of employees covered by this Agreement, and to discuss wages hours and conditions of employment regarding persons covered by this Agreement; provided, however, that they give notice of their presence immediately upon arrival to the person outside the bargaining unit in charge of the Department, and that they do not interfere with the performance of work, or disrupt the operations of the Department. Such access shall not be unreasonably denied.

ARTICLE XX MISCELLANEOUS

Section 1. Workplace Safety. 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 supervisor outside the bargaining unit and may be subject of a grievance hereunder.

Section 2. Separability. 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 3. Labor-Management Relations. 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 provided that any agreement shall be binding only after negotiations and execution of a written agreement between BPRA, and the City's Office of Labor Relations.

Section 4. 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 file unless the employee has had an opportunity to read the material. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed. Such signature does necessarily indicate agreement with its contents but merely signifies that the employee has read the material to be filed. If the employee refuses to sign the copy to be filed, management reserves the right to note on the copy to be filed that the employee refused to sign and then place the material in the personnel file.
- (b) The employee shall have the right to answer any material filed and his/her answer shall be attached to the file copy.
- (c) Any employee shall have the right, on request at reasonable times, to examine all material in his/her personnel file which is neither confidential nor privileged under law, in the presence of an officer in the Personnel Office, and with a Union representative if requested by the employee. A copy of any such material shall be furnished to the employee at his/her request.
- (d) Records of written and oral warnings shall be removed from the employee's personnel file after twelve (12) months from the date of the last such warning so long as there has been no further disciplinary action during the twelve (12) month period. Written and oral warnings may be grieved through Step 3 of the grievance procedure, but such grievances are not subject to arbitration.

Section 5. Injury Through Act of Violence.

The City will support legislation to broaden the coverage of Chapter 800 of the Acts of 1970 to apply to bodily injury resulting from an act of violence of any person on the premises.

An employee who while in the performance of his/her 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 under said chapter 152 and his/her 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 6. Orientation. In a department, agency, commission or work site in which the Employer provides orientation to new employees who will be covered by this Agreement, a Union representative shall be given fifteen (15) minutes to address the new employees during this orientation.

Section 7. 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. The City also offers an additional five thousand dollars (\$5,000) of insurance. If the employee elects to receive the additional five thousand (\$5,000) of life insurance, the employer will pay fifty percent (50%) of the premium of this additional life insurance. The employee 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 8. Mileage. Effective upon ratification of this Agreement and continuing thereafter, mileage allowance shall be paid at the prevailing IRS rate, per mile, and shall be reimbursed to any employee who is required by the Commissioner, or his/her designee to use his/her personal vehicle in the performance of City of Boston business.

Section 9. Training. All employees shall attend periodic trainings as required by the Commissioner of the Department or his/her designee. Such trainings may include, but are not limited to: Initial 400A training, Self Defense, Legal Review Classes, Handcuffing Techniques, Use of Force, Baton Use, Use of OC/Pepper Spray, Ticketing Training, Ice Rescue and Report Writing, and any other training deemed appropriate by the Commissioner or his/her designee. The City shall bear the cost of any such required trainings.

Section 10. Reservation of Rights. Nothing in this Agreement shall be deemed to waive either party's right to challenge the creditable service of any employee governed by this Agreement for retirement purposes.

Section 11. Uniforms and Boots. Uniforms and Equipment must conform to the Department's specifications. The Department shall procure the initial Uniform and Equipment for all bargaining unit members hired into the Department. The Department shall bear 100% of the cost of procuring the initial.

Uniform and Equipment. In addition, the Department shall procure replacement Uniforms and Equipment where reasonably necessary. The Department shall bear 100% of the cost of procuring all reasonably necessary replacement Uniforms and Equipment. In the event the Department changes the specifications of the Uniform and Equipment, the Department shall bear 100% of the cost of procuring new Uniforms and Equipment. The employee shall bear the cost of replacing an outgrown Uniform and/or Equipment item. The employee shall bear the cost of alterations and laundering expenses.

Boots must conform to the Department's specifications. The Department shall reimburse the employee up to a maximum of one hundred seventy-five dollars (\$175.00) annually (every year) for the purchase or repair of walking boots. The Employee shall pay the first (\$160.00) with the Department paying the remaining cost for the purchase of riding boots every three years if needed. In order to receive reimbursement, the employees must submit to the Department an original receipt of purchase.

Section 12. Light Duty. 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 Policy.

Section 13. Attendance. The parties agree that employees governed by this Agreement shall be subject to the City of Boston's Attendance Policy.

Section 14. Bi-Weekly Pay. The City may, upon ninety (90) days' notice to employees, change from paying employees weekly to paying employees bi-weekly.

Section 15. Electronic Pay Stub. Effective the first pay period following July 1, 2018, employees will receive electronic pay stubs.

Section 16. Health Insurance Opt-Out. Effective May 2019, bargaining unit members declining the City's health insurance benefit shall be eligible for a continuing annual opt-out insurance benefit pursuant to the City's health insurance policy. Those bargaining unit members shall receive fifteen hundred dollars (\$1,500) annually for opting-out of an individual plan or twenty-five hundred dollars (\$2,500) annually for opting-out of a family plan under the above-mentioned policy.

Eligibility

To participate employees must have been enrolled in medical coverage through the City of Boston for at least one year and drop the coverage during the Open Enrollment period. For employees that have previously dropped a City of Boston health plan, they must have been enrolled in a City of Boston health plan for at least one year at some point during their employment and provide updated proof of other coverage during the open enrollment period as prescribed below.

Employees are eligible for the payment if they have coverage under another plan. Employees must show proof of coverage annually. Other plans include:

- a. Your spouse's/partner's plan (as long as her or she is 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 17. Performance Evaluation. The City and the Union recognize the importance of improved productivity and performance in order to provide for the optimum level and highest quality of services for the City of Boston. Accordingly, the parties acknowledge that they have established a fair and reasonable performance evaluation system and instrument. The parties further agree that performance evaluations shall not serve as a basis for annual step increases nor shall they constitute discipline. Performance evaluations may be used for other purposes.

Nothing in this Section shall preclude the City from providing performance-based feedback engaging in discussions regarding performance throughout the year, or issuing progressive discipline as set forth in Article 8 (Discipline and Discharge).

Supervisors who utilize the Performance Evaluation System will use guidance and materials provided by the City's Office of Human Resources to support their evaluation tasks. Whenever a supervisor/evaluator who is a member of this bargaining unit is required to evaluate another member of this bargaining unit, the Boston Park Rangers Association Performance Evaluation System shall be signed by the Boston Park Rangers Association evaluator as well as a supervisor/manager who is not a member of this bargaining unit.

The Performance Evaluation process shall operate as follows:

1. Employees shall be evaluated no less than once a year. For the initial employee evaluation, all supervisors/evaluators shall meet with any employee to be evaluated at least ninety (90) calendar days prior to the employee's evaluation in order to introduce, review, and discuss the Boston Park Rangers Association Performance Evaluation System.
2. The performance evaluation shall be completed by an employee's supervisor outside of the Park Rangers' Association bargaining unit.
3. An employee may comment or respond to any or all portions of his/her evaluation on the Evaluation Form. A reasonable amount of time shall be allowed for employees to process their comments or responses.
4. The Performance Evaluation process shall not be subject to the arbitration or grievance procedure.
5. 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.
6. Should any issues or concerns arise subsequent to the implementation of the Performance Evaluation System, either party may request a meeting for the purpose of discussing said concerns.

ARTICLE XXA TECHNOLOGY & ASSETS

Section 1. 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.

Section 2. Global Positioning System.

The City has installed and implemented Global Positioning System (GPS) technology in its vehicles for the purpose of enhancing safety, operational efficiency, and quality of delivery of services. The City reserves the right to actively monitor GPS activity for legitimate operational purposes, conducted only during working hours.

It is understood that excessive monitoring of employees is neither a primary purpose nor an intended result of the utilization of GPS equipment.

This section replaces any prior Collective Bargaining Agreement, Supplemental Agreements, Side Letters to the Collective Bargaining Agreement, Settlement Agreements, Memoranda of Agreement, Memoranda of Understanding, policies, or by practice, related to GPS technology.

ARTICLE XXI
DRUG AND ALCOHOL FREE WORKPLACE/DRUG & ALCOHOL POLICY

The parties agree to the Drug and Alcohol Free Workplace Policy attached as Appendix A to this Agreement.

ARTICLE XXII
COMPENSATION

Section 1.

Effective the start of First Pay Period (FPP) following the below dates, increase the salary as follows:

October 2023	2%
October 2024	2%
October 2025	2%
October 2026	2%

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
January 2027	\$800.00

The above flat dollar increases to the wages will be added after the percentage increases each year and are increases to the annual salary.

Retroactive pay, if any, shall be limited to employees of the City on the date of City Council funding. Employees who separated from employment for any reason prior to City Council funding 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, 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.

Section 2. The parties acknowledge that the twenty (20) year rule in the 1963 Classification and Compensation Plan does not apply to members of this bargaining unit.

Section 3. Boston Park Ranger Academy Bonus

Employees who complete the Boston Park Ranger Academy will receive a one-time lump sum payment of five hundred dollars (\$500.00) minus standard deductions. This bonus is only

applicable to employees hired after City Council funding. The City retains the sole discretion to determine whether an employee has successfully completed the Boston Park Ranger Academy. Employees who separate from employment prior to the completion of the Boston Park Ranger Academy will not be eligible for payment.

Section 4. Specialty Differentials

Effective September 1, 2018, employees employed in the Park Ranger I job classification shall receive as his/her regular rate of compensation the sum of \$7.50 per week plus the rate of compensation otherwise provided.

September 1, 2018, employees employed in the Park Ranger II and III job classifications shall receive as his/her regular rate of compensation the sum of \$15 per week plus the rate of compensation otherwise provided.

Section 5. Promotional Wage Increase

Upon being promoted or acting temporarily out of grade, a ranger's compensation shall be adjusted by 2 steps on the higher payscale.

ARTICLE XXIII
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 parties hereto subsequent to the date of execution of this Agreement.

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 XXIV
DURATION OF AGREEMENT

Except as otherwise provided herein, this Agreement shall take effect as of the date of full execution and shall continue in full force and effect until superseded by a new Collective Bargaining Agreement. After January 1, 2027, but prior to March 15, 2027, the Union or the City may notify the other of the terms and provisions it desires in a successor Agreement. Notification under this Section shall be accomplished by the Union delivering a copy of its proposals to the Office of Labor Relations or vice versa.

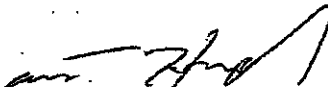
In witness whereof, the parties hereto have caused their names to be subscribed as the duly authorized officers and representatives on this 25 day of March, 2026.

CITY OF BOSTON


BOSTON PARK RANGERS' ASSOCIATION



Michelle Wu, Mayor



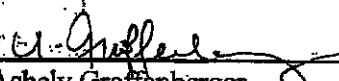
Al Hurd, President B.P.R.A.



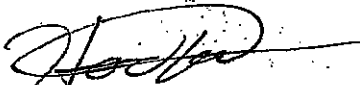
Alex Lawrence,
Chief People Officer




Jennifer McNeil, Treasurer B.P.R.A.



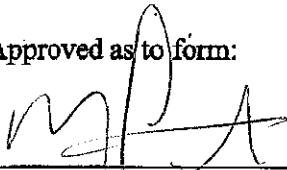
Ashely Groffenberger,
Chief Financial Officer



Hodari Keels, Secretary B.P.R.A.



Rence Bushey, Director
Office of Labor Relations

Approved as to form:


Michael Firestone,
Corporation Counsel

APPENDIX A
DRUG AND ALCOHOL FREE WORKPLACE POLICY

I. Purpose and Scope of Coverage

This Drug and Alcohol Free Workplace Policy covers all members of the Boston Park Rangers Association. The purpose of this policy is to encourage a workplace free of drug and alcohol use. The City Of Boston supports early diagnosis and sound treatment efforts for substance abuse and encourages any member in need of assistance to seek help voluntarily.

II. Prohibited Conduct

The following conduct related to the use of drugs and alcohol is prohibited. A member who engages in the following prohibited conduct will be disciplined, up to and including termination, and may be subject to drug and/or alcohol testing:

1. Consumption, unlawful possession, manufacture, distribution, dispensation, sale or storage (including in a desk, locker, motor vehicle or other repository) of alcohol or a controlled substance¹, illegally used drug or drug paraphernalia on City property, on City business, in City supplied vehicles, in vehicles being used for City purposes, or during working hours;
2. Consuming alcohol, controlled substances or illegally used drugs during a break if the member will be returning to work;
3. Reporting to duty with an alcohol concentration of .04% or greater, or while under the influence of a controlled substance or an illegally used drug;
4. Testing positive for drugs or alcohol as defined in this policy;
5. Switching, adulterating or committing any other misconduct pertaining to any breath, urine or blood sample;
6. Refusing to submit to an inspection in a timely manner, when required under the Drug and Alcohol Policy;
7. Refusing to submit to a post-accident, reasonable suspicion, return-to-duty or follow-up drug and/or alcohol test in a timely manner when required by the City of Boston. A refusal to submit to a probationary, post-accident, random, reasonable suspicion, return-to-duty or follow-up drug and/or alcohol test is treated as a positive test result.

¹ A "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.

8. For those members referred to treatment by the City of Boston, failure to adhere to any of the requirements of the Rehabilitation Agreement ;
9. Loss of a driver's license due to a driving under the influence offense and failure to notify the City of the loss of the license at the time the license is suspended or revoked.
10. Conviction under any criminal drug or alcohol statute for a violation occurring in the workplace or occurring while conducting City business and failure to notify the City of such a conviction within five (5) days of said conviction; and
11. Refusing to sign the forms that are a necessary part of the administration of this policy.

III. Drug and Alcohol Testing

The methods used to determine the presence of alcohol and/or drugs in the system include a urine² and/or breath test. For the safety of our employees, the City of Boston will test for drugs and/or alcohol in the following circumstances:

1. Probationary Period Testing:

Newly hired members may be required to submit to an unrestricted number of tests during their probationary period.

2. Pre-promotional Testing:

Members who have been given a conditional offer of promotion to a higher graded position in the bargaining unit shall be tested for drugs and alcohol in accordance with this provision. A negative test shall be required in order to be promoted.

3. Reasonable suspicion of Drug and/or Alcohol Use Testing:

A member shall be sent for an alcohol and/or drug test whenever a supervisor(s) has reasonable suspicion to believe the member has violated this provision of the contract, or if the member's behavior and appearance indicate drug or alcohol use.

The supervisor's determination that reasonable suspicion exists to require an alcohol and/or drug test will be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the member. A supervisor in the Park Ranger's Unit, or the Commissioner, Assistant Commissioner or Chief Park Ranger may make a referral for an alcohol and/or drug test if he/she directly observes the behavior in question. However, he/she may not rely on third-party reports of alcohol and/or drug use. Another manager of the Parks

² All urinalysis tests for drugs will use the "split sample" method of collection. The employee's urine sample will be split into two specimen bottles. One will contain the primary specimen and the other the split specimen. The split specimen will be preserved under stringent laboratory conditions. Whenever an employee received notification of a positive drug test, the employee may request that the split sample be tested in a different SAMSHA certified laboratory. This request must be made within seventy-two (72) hours after the employee received notification of the positive drug test.

The employee must pay for the cost of the retest. However if the retest is negative, the City will reimburse the employee for the cost of the retest.

Department may make a referral for an alcohol and/or drug test if he/she directly observes the behavior in question; provided that he/she also obtains the second opinion of another manager who has also observed the behavior in question. However, he/she may not rely on third-party reports of alcohol and/or drug use.

4. Post-Accident Drug and Alcohol Testing:

Members who are involved in a motor vehicle accident during work hours shall be subject to an alcohol and or drug test following the accident. Although testing will never delay necessary and immediate medical treatment, testing should be performed as soon as possible following the accident.

A member who is subject to a post-accident test must remain available for testing. A member who leaves the scene before the test is administered or who does not make himself/herself readily available may be deemed to have refused to be tested and such a refusal shall be treated as a positive test. A member must refrain from using alcohol for (8) hours following an accident or until the member submits to a test, whichever comes sooner.

5. Return-to-Duty Drug and Alcohol Testing:

A member who violated this policy must be tested for drugs and alcohol before returning to duty. The return-to-duty test result must be negative.

6. Follow-up Drug and Alcohol Testing:

A member who has tested positive for drug and or alcohol in violation of this policy and who is allowed to return to work in accordance with this provision of the contract shall be subject to unannounced drug and alcohol testing for a one (1) year period following a positive test.

IV. Consequences:

1. Violations of this policy, even a first offense, will serve as the basis for discipline, up to and including termination. Certain offenses, including but not limited to possession, sale or use of controlled substances or illegally used drugs on City premises, may result in a recommendation for termination.
2. A member who has a positive alcohol and or drug test for the first time, but has not violated any other provision of this policy, shall receive a twenty (20) day unpaid suspension and shall receive a mandatory referral to a Substance Abuse Professional.
3. A member who fails a pre-promotional drug and alcohol test shall not receive the promotion and may be subject to additional disciplinary action.

4. A member who has a positive alcohol and or drug test for the first time and has violated other provisions of this policy as well may be subject to discipline up to and including termination.

APPENDIX B
VACATION ELIGIBILITY AND RESIDENCY APPENDIX

<u>Name</u>	<u>Date of Hire</u>
Sampson, Reginald	June 17, 1991
Hurd, Albert	June 15, 1992
McNeil, Jennifer	May 30, 1995
Keels, Hodari	May 30, 1995
Evans, Walter	May 21, 2001