

AGREEMENT  
BETWEEN  
CITY OF BOSTON  
AND  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO  
COUNCIL 93  
AND LOCALS



EFFECTIVE: JULY 1, 2016

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(CITY-WIDE)



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## AGREEMENT

This Agreement made under Chapter 150E of the General Laws by and between the City of Boston, hereinafter called “the City” or “the Municipal Employer”, acting by and through its Mayor, and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 93 and Locals #296, #445, #703, #783, #804, #944, #1198, #1631 and #1892, all of which, jointly and severally, are 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 1 - PERSONS COVERED BY THIS AGREEMENT

Section 1. The City recognizes the Union as the exclusive representative for the purpose of collective bargaining relative to wages, hours and other conditions of employment, of the following employees:

- A. All employees in the service of the City covered by the Recognition Agreement dated March 20, 1967, between the City and the Union.
- B. All persons covered by the Board of Appeals and Board of Examiners (Inspectional Services Department) in the following classifications:

- Executive Secretary, Board of Appeals
- Head Clerk
- Principal Clerk and Stenographer
- Executive Secretary, Board of Examiners
- Clerk and Typist

Section 2. Employees shall be excluded from the coverage of this Agreement because of CONFLICT OF INTEREST if the duties and responsibilities of their position require them to:

- A. Assist and act in a confidential capacity to persons who formulate, determine and effectuate management policies in the field of labor relations,
- B. Be responsible on behalf of the City or a recognized subdivision thereof for the investigation,

processing or resolution of grievances under a Collective Bargaining Agreement, or

C. Regularly engage in municipal personnel work in other than a purely clerical capacity.

The City and the Union further agree that the question of standards for determining whether any present or any future position should be deemed a managerial exclusion shall be a matter for continued negotiations after the effective date of this Agreement and, if the parties are unable to agree within ninety (90) days, may be subject to the normal statutory impasse resolution procedures at the request of either party. During the pendency of any such dispute, no person covered by this Agreement on its effective date shall be excluded from such coverage except by mutual agreement.

#### ARTICLE 1A – RESIDENCY

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

#### ARTICLE 2 - 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. A representative of the Mayor’s Office of Handicapped Affairs will meet with no more than two (2) bargaining unit members on a quarterly basis, when requested by the Union, to discuss issues relevant to disabled members of the bargaining unit. All promotional opportunities shall be communicated to persons with handicaps. The Mayor’s Office of Handicapped Affairs is available to assist employees by providing this information.

Section 4. 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 3 - PAYROLL DEDUCTION OF UNION DUES

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 shall be deducted 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.

## ARTICLE 4 - PAYROLL DEDUCTION OF AGENCY SERVICE FEE

Section 1. Pursuant to General Laws, Chapter 150E, Section 12, to assure that employees covered by this Agreement shall be adequately represented by the Union in bargaining collectively on questions of wages, hours, and other conditions of employment, the Collector-Treasurer of the City shall deduct from each payment of salary made to each such employee during the life of this collective bargaining agreement and pay over to the Union, the exclusive bargaining agent of such employee, as an agency service fee, an amount equal to the weekly Union dues deduction from the salary of individual employees, which amount is proportionately commensurate with the cost of collective bargaining and contract administration. The Union certifies that this Agreement is formally executed pursuant to a vote of a majority of all employees in the bargaining unit.

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 5 - MANAGEMENT RIGHTS

Section 1. Subject to the express provisions of this Agreement, the Municipal Employer shall not be deemed to be limited in any way by this Agreement in the performance of the regular and customary functions of municipal management, and reserves and retains all powers, authority and prerogatives including, without limitation, the exclusive right of the Appointing Authority to issue reasonable rules and regulations governing the conduct of his/her Department.

Section 2. Subcontract Clause. The City reserves and retains the right to contract out work or subcontract out work. In order to provide well-managed, low cost, high quality services without contracting out work or sub-contracting out work, an advisory committee will be established within thirty (30) days of ratification of the Agreement. The purpose of the Committee will be to discuss and investigate alternatives to contracting out work presently performed by members of the bargaining unit and to explore the possibility of City employees performing work, which is now contracted out. The Committee shall consist of three (3) members from the Union and three (3) members from Management and shall meet within five (5) days of the request of either party. The City shall give the Union thirty (30) days notice of its intent to contract out or subcontract out work presently performed by members of the bargaining unit, except that when the work to be contracted out or subcontracted out is of an emergency nature where it is not feasible to give thirty (30) days' notice, the City shall give the Union ten (10) days' notice.

## ARTICLE 6 - DISCIPLINE AND DISCHARGE

Section 1. No employee who has completed six (6) months of actual work shall be disciplined, suspended, or discharged except for just cause. Any period or periods during the first six (6) months of service for which an employee is not paid (including as little as one (1) hour) shall extend the probationary period by that amount of time. For the purpose of employees working on a less than full-time schedule, the probationary period will be considered complete after the employee has actually worked six (6) months. Any employee's probationary period may be extended at the discretion of the City up to a maximum of sixty (60) calendar days. The employee and the Union will be notified in writing of the length and reason for extension. An employee who separates from service and is subsequently re-employed by the City of Boston shall serve a new six (6) month probationary period, except in cases of recall or reinstatement.

An employee who appeals his/her suspension or discharge under Civil Service law, retirement law, or any other statutory appeal procedure shall not have access for such grievance under the contract grievance and arbitration procedure. When an employee who is eligible to appeal his/her grievance under Civil Service law or otherwise under the preceding sentence elects to proceed under the grievance and arbitration procedure with the Union's approval, such dispute may be processed under the contract grievance and arbitration procedure, in which case the contract grievance and arbitration procedure shall be the exclusive procedure for resolving such grievance in accordance with G.L. c. 150E, Section 8.

In the event of group discipline arising out of the same incident, the dispute shall be processed under the contract grievance and arbitration procedure unless all employees subject to the group discipline so elect to proceed thereunder.

Section 2. For the purposes of this Agreement, persons classified as "Parking Meter Supervisor" shall be deemed permanent employees. An employee in such position or in any position which is neither classified nor deemed to be classified under Civil Service law and rules and who has completed his/her six-month probationary period shall not be discharged except for just cause.

Section 3. The City agrees to apply the concept of progressive discipline in all but the most serious cases. The City recognizes the value of counseling employees regarding performance deficiencies.

Section 4. All employees who are not permanent Civil Service employees and who have six (6) or more months of service 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 a discharge. The imposition of a suspension of less than five (5) days shall not preclude further action pursuant to this Article.

Section 5. 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 disciplinary action 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.

## ARTICLE 7 - GRIEVANCE PROCEDURE

Section 1. Only matters involving the question whether the Municipal Employer is complying with the application, meaning or interpretation of the 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 thirty (30) 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 grievance in writing within seven (7) calendar days of the Union's



submission of the grievance to him/her.

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 fourteen (14) calendar days of the written submission of the grievance to the employee's supervisor, or seven (7) calendar days after the supervisor's Step #1 answer is received, or it shall be waived. The Appointing Authority or his/her delegate shall hold a Step #2 hearing on the grievance within fourteen (14) calendar days after he/she received it and shall issue a written answer thereto within seven (7) calendar days after the hearing has been completed.

Step #3: If the grievance is not satisfactorily resolved at Step #2, the grievance may be submitted to the City's Office of Labor Relations within seven (7) calendar days of the Union's receipt of the City's Step #2 response or within thirty (30) 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 twenty-one (21) calendar 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. In addition, the City's Committee to hear grievances may include such other persons as the Office of Labor Relations may from time to time designate. The City shall issue an answer to the grievance within fourteen (14) calendar days of holding the Step #3 hearing.

Step #4: If the grievance is not satisfactorily resolved through the foregoing steps of the grievance procedure, the Union, and not any individual employee, may submit the matter to arbitration. Such submission must be made within forty-five (45) calendar days after the receipt of the Step #3 response or within seventy-five (75) calendar days after the grievance has been submitted in writing at Step #3, whichever is later, or it shall be waived. "Submit to Arbitration" means a letter to the Labor Relations Connection and copied simultaneously to the Office of Labor Relations, postage prepaid, postmarked within the specified time limits.

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) Once an arbitrator is selected, the Labor Relations Connection shall contact the arbitrator to schedule an early available date for the hearing, if possible within thirty (30) calendar days. When an arbitrator is called and cannot meet within thirty (30) calendar days the Labor Relations Connection will continue to select the second and third arbitrator from the rotating list until an arbitrator is selected who can meet within thirty (30) calendar days, if the contacted arbitrators cannot meet within thirty (30) calendar days, then the arbitrator who can meet in the least number of days shall be used. When scheduling the next arbitration, the Labor Relations Connection will select the arbitrator following the selected arbitrator on the list.
- (3) Either party may remove any name(s) from the list once per year on July 1. The parties shall then add a commensurate number of new names to the list by mutual agreement.

B. Arbitration hearings involving disciplinary matters or violations of Article 2 relating to political activity will be conducted as follows: A transcript of the hearing shall be made if either party so requests. Transcripts shall be paid for by the party requesting it (unless the other party also orders a copy) and in no event shall the utilization of the transcript affect any of the time limitations herein. Either party may file a post-hearing memorandum to be placed in the mail to the arbitrator within fourteen (14) calendar days following the close of the hearing. The arbitrator shall render a decision within fourteen (14) calendar days of receipt of the post-hearing memorandum but in no event more than twenty-eight (28) calendar days from the close of the hearing. The arbitrator's decision shall be based upon the record developed by the parties and shall include a brief written explanation for the basis of the decision.

In all other arbitrations, the arbitrator's award will be rendered within thirty-five (35) calendar days following the conclusion of the hearing. If either party has declared its intention to file a post-hearing brief, the brief will be submitted within twenty-one (21) calendar days following the conclusion of the hearing. The time limits may be waived by mutual consent.

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.

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.

Each party shall bear the expense of preparing and presenting its own case. The compensation and expense of the arbitrator shall be borne equally by the parties.

Any issue regarding the rules and procedures for arbitration not covered above shall be subject to the voluntary rules of the "Labor Relations Connection."

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. In the event that any of the above deadlines fall on a Saturday, Sunday or holiday, the date for filing shall be the following business day. A business day is defined as Monday through Friday, excluding holidays as defined in Article 12.

Section 6. This Article shall only apply to grievances that have been submitted at Step 1 in writing subsequent to the date of ratification of this Agreement. All other grievances shall be processed consistent with the language of collective bargaining agreement in effect at the time of the written Step 1 filing. Any incident which occurred or failed to occur prior to the effective date of this Agreement shall not be the subject of any grievance hereunder.

Section 7. The arbitrator hereunder shall be without power to alter, amend, add to, or detract from the language of this Agreement. The decision of the arbitrator shall be final and binding 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 8. Any matter which is subject to the jurisdiction of the Civil Service Commission or any Retirement Board established by law shall not be a subject of grievance or arbitration hereunder. Complaints by Civil Service employees that they are being required by the Appointing Authority to perform work outside their job descriptions shall be referred to the Office of Labor Relations prior to making 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 9. It is understood that a grievance alleging a violation of Article 6, Section 1, may be initiated at Step 3 of the grievance procedure so long as the Union notifies the appropriate Department Head three (3) calendar days in advance of initiation at Step #3. Said grievance shall be submitted to Step 3 in writing within twenty-one (21) calendar days after an employee or the Union had knowledge of the occurrence or failure of occurrence of the incident upon which the grievance is based, or it shall be waived.

Section 10. The parties shall meet at least twenty-one (21) calendar days prior to the scheduled arbitration hearing day, where requested by the Union, to raise and discuss issues of procedural and substantive arbitrability if any exist.

Section 11. Compliance. When an arbitration award is granted in favor of the Union, that award shall be complied with by the City within thirty (30) calendar days of the date the Award was granted, unless the City, in a timely fashion, seeks to vacate the award. If the City fails to comply with a monetary award within forty-five (45) calendar days after the date of the award, ten percent (10%) interest per year shall be added unless the award is ultimately vacated by a final court judgment.

If the City does not comply with an award within sixty (60) calendar days after the date of the award, or within sixty (60) calendar days following unsuccessful court proceedings to vacate the award, whichever comes later, the City shall pay all costs and attorneys' fees involved in

successfully enforcing the award in court.

Section 12. General Grievances. In the case of a general grievance affecting employees in two (2) or more departments, involving interpretation or application of any provision of this Agreement, the Union may initiate the processing of such grievance at Step #3 of the procedure set forth above. Said grievance shall be submitted to Step #3, in writing within twenty-one (21) calendar days after an employee or the Union had knowledge of the occurrence or failure of occurrence of the incident on which the grievance is based, or it shall be waived.

Section 13. If a grievance is resolved at Steps #1 or #2 of this procedure and is not implemented within a reasonable time, the Union may immediately advance the grievance to Step #3, and if necessary arbitration, for a determination of all matters relating to said grievance.

If a grievance is resolved at Step #3 of this procedure, and is not implemented within a reasonable time, the Union may immediately advance the grievance to arbitration, for a determination of all matters relating to said grievance.

#### ARTICLE 8 - 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 9 - 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 10 - HOURS OF WORK AND OVERTIME

Section 1. The regular workweek for full-time employees shall be forty (40) hours with respect to every person holding a position in Schedule B of the City Compensation Plan effective March 6, 1963, with an asterisk prefixed to the title of the position, and thirty-five (35) hours with respect to all other such persons. The regular workday for employees whose regular workweek is forty (40) hours shall be eight (8) hours, and the regular workday for employees whose regular workweek is thirty-five (35) hours shall be seven (7) hours. The regular workweek shall consist of five (5) consecutive days. The parties recognize that for alternative workweeks employees shall not work more than their normal scheduled work hours (i.e., 35 hour employees shall be scheduled to work 35 hours and 40 hour employees shall be scheduled to work 40 hours, whichever is applicable). The creation of any new work schedules or work shifts shall be governed by Section 10 of this Article.

Section 2. All authorized overtime service in excess of the regular workday or the regular workweek, or on the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) days of service, shall be compensated on a time and one-half basis, except that service on the seventh (7<sup>th</sup>) day of a workweek on a continuous operation only shall be compensated at double time. Any employee, who is not on a continuous operation, and who actually works seven (7) consecutive days in a work week shall receive double time for all hours actually worked on the seventh (7<sup>th</sup>) consecutive day. For purposes of this Section actual work shall not include unpaid leave. Further, an employee shall not be eligible for the seventh (7<sup>th</sup>) consecutive day double time if he/she has utilized more than one (1) paid sick day during the preceding six (6) days. A continuous operation is one in which employees covered by this Agreement, in a specific unit within a specific division of a Department, are regularly scheduled to work for twenty-four (24) hours a day seven (7) days a week.

Section 3. An employee shall not be denied overtime compensation for authorized overtime service, as specified in Section 2 of this Article, by reason of authorized absence during the week in which such overtime service is performed. However, in the event of an unauthorized absence during the week in which such overtime service is performed, or in the event of absence without pay by reason of disciplinary action, such employee shall be compensated for such overtime service on a straight-time basis only.

Section 4. Employees shall not accept compensatory time off in lieu of monetary compensation for overtime work.

Section 5. Overtime work shall be distributed as equitably as possible. A list of all eligible employees shall be posted in a conspicuous place, and kept up to date, by the City. For the purpose of a regular rotation of overtime opportunities, but for such purpose only, overtime work refused shall be considered as overtime actually worked.

Where the City agrees that a valid complaint of violation in the distribution of overtime exists, the City shall offer the next available overtime opportunity within twenty (20) days of the complaint, or the eligible individual shall be granted a cash payment equal to the amount of money he/she would have earned if not improperly bypassed for overtime.

Section 6. In the event an employee reports to his/her regular place of work at his/her regularly scheduled time and is sent home for lack of work, he/she shall be entitled to a day's pay. In the event an employee reports to work on an overtime basis and is sent home for lack of work he/she shall be entitled to four (4) hours pay on a straight time basis.

Section 7. All employees shall be provided a 15-minute rest period during each one-half (½) workday. The rest period shall be scheduled at the middle of each one-half (½) workday whenever this is feasible. Employees shall be provided with reasonable time during the work shift as determined by the nature of the specific duties and responsibilities of their job to wash up.

Section 8.

- A. An employee who has left his/her place of employment after having completed work on his/her regular shift and is called back to work within twenty-four (24) hours of the start of his/her shift, shall be paid for each hour worked on a time and one-half (1 ½) basis, and in no event shall he/she receive less than four (4) hours' pay on a straight time basis.
- B. If an employee (other than an employee employed on a rotating shift or on a continuous operation) whose duties do not require him/her to work regularly on a day considered as a holiday under Section 1 of Article 12 is called in to work on a holiday, he/she shall receive, in addition to his/her regular weekly compensation, time and one-half for each hour worked on such holiday, and in no event shall he/she receive less than four (4) hours' pay on a straight time basis.
- C. If an employee (other than an employee on a rotating shift or a continuous operation) whose regular workweek does not include Sunday is called into work on a Sunday, he/she shall receive, in addition to his/her regular weekly compensation, double time for each hour worked on such Sunday, and in no event shall he/she receive less than four (4) hours' pay on a straight time basis.

It is understood that the provisions of this Section are subject to the provisions contained in Section 2 of this Article.

Section 9. All employees shall be scheduled to work on regular work shifts, which shall be defined as the hours an employee is required to work during a workday, and each work shift shall have a regular starting time, quitting time and reporting location. Work schedules, which shall be defined as the workdays an employee is required to work during the work week, shall be posted on all department bulletin boards at all times. Employees shall be given reasonable notice of any change in their work shift, work schedule or reporting location. Reasonable notice, except in extreme circumstances, shall be fourteen (14) calendar days in writing to the employee and copied to the Union.

Section 10. The City agrees to give the Union reasonable notice of any proposed change in scheduled work shifts and an opportunity to discuss the reasons for the proposed change, the impact of the proposed change and an opportunity to suggest alternatives. No proposed change shall be instituted within thirty (30) days from the date of the notice to the Union. The parties may mutually agree to extend this time period. In the event of failure to agree on this proposed change, the City shall have the right to institute the change and the Union shall have the right to take the matter up as a grievance under the grievance procedure.

Section 11. Overtime shall be paid no later than the second (2<sup>nd</sup>) pay period after the end of the pay period within which the overtime was earned, provided the time worked is duly reported.

Section 12. The Union agrees to cooperate with the City in experimenting with the four-day

workweek on a limited basis where feasible.

Section 13. The City agrees not to transfer employees for disciplinary reasons except in accordance with Article 6.

ARTICLE 11 - TEMPORARY SERVICE IN A HIGHER OR LOWER CLASSIFICATION  
AND PROMOTIONS

Section 1. While an employee is performing, pursuant to assignment, the duties of a position classified in a grade lower than the grade of the position in which he/she performs regular service, he/she shall be compensated at the rate of pay for the grade of the position in which he/she performs regular service.

Section 2. Compensation for Work in a Higher Classification. For purposes of this article, a “permanent vacancy” shall be defined as a position that has been vacated due to resignation, termination, retirement, or other separation of employment which the employer intends to fill. A “temporary vacancy” shall be defined as a position that has been vacated due to an extended leave of absence (medical or non-medical), a workers compensation injury/illness, or other extenuating circumstances that prevent an incumbent from returning to work for an extended period of time, which the employer intends to fill on a temporary basis.

An employee who is performing, pursuant to assignment, temporary service in a position classified in a grade higher than the grade of the position in which he/she performs regular service (temporary out of grade or “TOG”), other than for the purpose of filling in for an employee on vacation, shall commencing with the sixth (6<sup>th</sup>) consecutive day of actual service in such higher position, be compensated for such service in such higher position at the rate to which he/she would have been entitled had he/she been promoted to such position. Such an assignment shall not exceed sixty (60) working days. In the event a TOG assignment extends beyond the sixty (60) working day time frame, the position shall be posted as either a temporary or permanent vacancy at the discretion of the Department. Prior to selecting an employee to fill a temporary vacancy, the City shall interview incumbent employees who occupy titles of an equal grade or titles in the next lowest grade who apply for such position. However, the Department of Public Works shall not be required to interview anyone other than incumbent Inspectors who apply for temporary promotion to Foreman.

A supervisor 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.

Section 3. When there is an existing Civil Service list for a position to be filled by an employee performing temporary service in a higher classification, the selection of an employee for such position shall be made in accordance with Civil Service rules.

Section 4. When there is no existing Civil Service list for a bargaining unit position and it is to be filled by an employee performing temporary service in a higher classification, selection of an employee shall be made on the basis of qualifications and abilities; and where qualifications and ability are substantially equal, seniority as defined under Civil Service law and rules shall be the determining factor. In the event that seniority, as so defined, is also equal, total continuous service with the City of Boston, including service prior to an authorized absence shall be the

determining factor. In the event that the candidate for a position within the job series as defined by Civil Service, are all non-permanent, thus a seniority date does not exist, and where qualifications and abilities are substantially equal then longevity within job series shall be the determining factor.

Section 5. When there is no existing Civil Service list for a bargaining unit position and it is to be filled by a provisional appointment or provisional promotion, the following procedure shall apply:

The vacancy shall be posted for five (5) consecutive working days in the department, division or employing unit in which the vacancy exists.

On the posting the Appointing Authority shall specify the job classifications eligible to fill the position. The decision as to eligible classifications of employees shall be subject to Civil Service law and rules and shall not be a subject of grievance or arbitration. The posting shall specify the duties and location of the position.

- A. The selection of an employee for provisional appointment or provisional promotion shall be made from among the eligible bidders in the manner specified in paragraph (B) below. Notice of the selection shall be posted on the original posting at the time the selection is made.
- B. Selection shall be made on the basis of qualifications and ability; and where qualifications and ability are substantially equal, seniority as defined under Civil Service law and rules shall be the determining factor. In the event that seniority, as so defined, is also equal, total continuous service with the City of Boston, including service prior to an authorized absence shall be the determining factor. In the event that the candidates for a position within the job series as defined by Civil Service, are all non-permanent, thus a seniority date does not exist, and where qualification and abilities are substantially equal then longevity within the job series shall be the determining factor.
- C. The Appointing Authority's selection shall not be made arbitrarily, capriciously or unreasonably;
- D. In the event a more senior applicant is not selected, the Appointing Authority shall, upon written request by the Union, provide in writing reasons for the non-selection for up to three (3) of the most senior applicants who were not selected to fill the position. The Department shall endeavor to be as detailed as reasonably possible when providing said reasons. A complaint by an applicant who is junior to an employee selected under Section 4 and Section 5 shall not be the subject of a grievance or arbitration.
- E. Where the Union files a grievance over the non-selection of an employee(s), the Union shall be limited to advancing to arbitration the grievance of one (1) non-selected employee per vacancy. The Union shall specify such grievant(s) in writing at the time of filing its demand for arbitration.

Section 6. Upon request by the Union in writing, the City shall provide copies of any and all written materials that it used in its evaluation of each applicant's qualifications and abilities for the posted position.



## ARTICLE 11(A) - 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.

For purposes of this Article, "layoff" shall be defined as an Employer initiated separation of an employee from service because of lack of 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 Article 6. 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 purposes of this Article, the terms "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. Employees shall be selected for layoff in each job classification in each Department according to the following order:

- 1) seasonal positions, at the discretion of the Appointing Authority;
- 2) emergency appointments, at the discretion of the Appointing Authority;
- 3) provisional or temporary employees with less than six (6) months seniority, at the discretion of the Appointing Authority;
- 4) provisional or temporary employees with more than six (6) months seniority, in inverse order of seniority;
- 5) permanent employees, in accordance with the provisions of M.G.L. c. 31.

### Section 5. Bumping.

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 the consent to be demoted pursuant to G.L. c. 31, Section 39. Alternatively, he/she may

- 1) bump into a vacancy in the same job classification within the Department;
- 2) bump into a vacancy in a different job classification within the Department which is at the same pay grade;
- 3) bump into a filled position in an equal graded job classification within the

Department which is held by an employee who has less seniority than himself/herself provided that such equal or lower graded job classification is in the employee's job series;

- 4) bump into a vacancy in a lower graded job classification within the Department provided that such lower graded classification is in the employee's job series; or
- 5) bump into a filled position in a lower graded job classification within the Department which is held by an employee who has less seniority than himself/herself provided that such equal or lower graded job classification is in the employee's job series.

In all cases the employee seeking to bump must be qualified to perform the duties and responsibilities of the position.

An employee designated for layoff pursuant to Section 4 above who is not permanent in the job classification from which he/she is to be laid off may, as an alternative to separation, exercise his/her right to be retained in:

- 1) a vacancy in an equal or lower-graded job classification within the employee's job series within the Department and provided that the employee is qualified to perform the duties and responsibilities of the position, 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. In all cases the employee seeking to bump must be qualified to perform the duties and responsibilities of the position.

Any changes in work shifts or work schedules will be made in accordance with Article 10, Section 9.

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

An employee who bumps into a lower graded position, or who accepts a job in a lower graded position, shall be placed on the wage step at the lower graded position which is closest in the amount 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 by 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 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, or who accepts a job in a lower graded position 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 accorded by G.L. c.31.

B. If the employee is a non-permanent Civil Service employee, then, subject to the rights of permanent Civil Service employees and 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 had 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 the 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 wage step at the lower graded position which is closest in amount 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 purposes of layoff and recall only be the last digit of the laid off employee's social security number. Zero shall be the lowest number. The employee with the lowest number shall be considered the most senior. If the last digits are the same, then the next digit shall be used accordingly.

Section 9. The City shall make all reasonable efforts to insure that any vacation or sick day buyback to which an employee selected for lay off, 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 insure that such money is paid to the employee with thirty (30) calendar days after the employee notifies the Retirement Fund. The City shall not require any employee notified of lay off to take his/her earned vacation credits as paid time off.

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 calendar 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 within ten (10) working days of presentation to the City's Office of Labor Relations, or else it shall be deemed waived.

Section 11. Subject to the provisions of Massachusetts General Laws, Chapter 31, if the positions of employees are abolished as a result of the transfer of the functions of their department, board or commission to another department, board or commission within the bargaining unit, employees may elect to accept layoff or to be transferred to a similar position within the bargaining unit in such department, board or commission.

## ARTICLE 12 - HOLIDAYS

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

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
President's Day	Veterans' Day
Patriots' Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence 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 who were City of Boston employees on January 1, 2013, will be eligible for two (2) "floating holidays" that must be taken by December 31 and at a time or times requested by the employee and approved by his/her immediate supervisor. Part-time employees who were City of Boston employees on January 1, 2013, will be eligible for "floating holiday" hours that are equivalent to the hours the employee is scheduled to work on March 17 and/or June 17. These "floating holiday" hours must be taken by December 31 and at a time or times requested by the employee and approved by his/her immediate supervisor. Employees who were not City of Boston employees on January 1, 2013, or have separated from service after January 1, 2013, shall not receive "floating holidays."

Section 5. "Floating holidays" shall be subject to the same notice and approval requirements as outlined in Article 13 (Vacation Leave) of this Agreement. "Floating holidays" not used by December 31st of the year in which it was received shall not carry over into the following year and may not be redeemed for monetary compensation at any time. In the event an employee follows the appropriate notice requirements and is denied the use of his/her "floating holiday(s)" and as a result is unable to use the "floating holiday(s)" by the end of the calendar year, that employee may carry over his/her "floating holiday(s)" to the next calendar year. Any "floating holiday(s)" carried over must be used by December 31st of the following year.

## ARTICLE 13 - 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 between July 1 and December 31 to be eligible for vacation leave on January 1.

Section 2. Effective January 1, 1997 vacation leave shall be calculated as follows:

An employee who starts work before July 1, and who actually works six (6) months shall be entitled to one (1) week of vacation before December 31. Any period or periods during the first six (6) months of actual work for which an employee is not paid (including as little as one (1) hour) shall extend the period of eligibility.

An employee who starts work on or after July 1, shall receive one (1) week of vacation leave upon the completion of six (6) months of actual work and shall receive a second week of vacation leave upon the completion of twelve (12) months of actual work. Any period or periods

during the first twelve (12) months of actual work for which an employee is not paid (including as little as one (1) hour) shall extend the effective date of eligibility.

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 more than six (6) months of continuous service, but less than four (4) years of service, shall receive two (2) weeks of vacation leave.

B. An employee who on January 1, has more than four (4) years of service, but less than nine (9) years, shall receive three (3) weeks vacation leave.

C. An employee who on January 1, has more than nine (9) years of service, but less than fourteen (14) years shall receive four (4) weeks of vacation leave.

D. An employee who on January 1, has more than fourteen (14) years of service, but less than thirty (30) shall receive five (5) weeks of vacation leave.

E. An employee who on January 1, has more than thirty (30) years of service shall receive six (6) weeks of vacation.

Section 3. Any employee returning from an authorized leave of absence, and who has an earned vacation balance, shall be granted vacation leave in accordance with Section 9 of this Article. An employee shall receive his/her full vacation entitlement only upon the completion of actual work equal to the length of authorized absence or completion of six (6) months of actual work, whichever is less.

Any employee returning from an authorized leave of absence, and who has exhausted all of his/her vacation leave shall receive his/her full vacation entitlement in accordance with Section 2 only upon the completion of six (6) months of actual work. An employee shall receive his/her full vacation entitlement only upon the completion of actual work equal to the length of authorized absence or six (6) months of actual work, whichever is less.

Any employee returning from a leave of absence compensated pursuant to G.L.c. 152 shall receive his/her vacation in accordance with Section 2 and 4 of this Article. If the leave of absence exceeds one (1) year in duration, the returning employee shall receive his/her full vacation entitlement only upon the completion of six (6) months of actual work.

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 in computing length of actual service.

Once an employee has been on paid or unpaid leave for over twelve (12) weeks (excluding up to two (2) weeks (seventy (70) hours for employees who work a thirty five (35) hour week or eighty (80) hours for employees who work a forty (40) hour week) of authorized vacation), s/he will be eligible to accrue his/her annual vacation only upon the completion of actual work equal to the length of the authorized absence or completion of six (6) months of actual work, whichever is less. Actual work equal to the length of the authorized absence or six (6) months shall begin to run on the day the employee returns from the last period of absence.

Section 5. If an employee transfers into the bargaining unit without a break in service

subsequent to January 1, in any given year, all prior service, as outlined in Section 3, shall be counted in accordance with Section 2 (Vacation Entitlement).

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. Vacation leave allowance shall be paid to an employee who separates from City service on the first available M.A.C. (Monthly Additional Compensation) payroll.

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. Vacation leave may not be carried over from one year to another without the express written authorization of the Department Head and the Director of the Office of Human Resources. A Department Head, with the approval of the Office of Human Resources, may authorize up to ten (10) days of vacation time be carried over into the subsequent calendar year. The first five (5) days of any such carry over must be utilized by March 31 of the following year or it shall be forfeited, and any remaining time must be utilized by May 31, of the following year or it shall be forfeited.

#### ARTICLE 14 - SICK LEAVE

Section 1. Every employee covered by this Agreement who has completed six (6) months of continuous service for the Municipal Employer shall, subject to Section 2 of this Article, be granted sick leave, without loss of pay, for absence caused by illness or by injury or exposure to contagious disease or by the serious illness or death of a member of the employee's immediate family or by illness or disability arising out of or caused by pregnancy or childbirth.

Beginning on January 1, 2013, sick leave shall accrue at the rate of one (1) day for each month of actual service not to exceed twelve (12) working days in any calendar year. Employees shall not be credited with twelve (12) days' sick leave as of January 1 of any year, in advance of such year having been worked.

Sick leave not used in the year in which it accrues, together with any accumulated sick leave standing to the employee's credit on the effective date of this Agreement and not used in the current year, may be accumulated for use in a subsequent year. Sick leave not used prior to the termination of an employee's service shall lapse, and the employee shall not be entitled to any compensation in lieu thereof, except for the purpose of Article 14, Section 8.

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 before the expiration of the first hour of absence or as soon thereafter as practicable.
- B. On, or within four (4) weeks after the last day of each payroll week in which any such period of absence occurs, the employee or, in the case of his/her incapacity evidenced by a physician's

certificate attached, or in case of his/her death, a person acting in his/her behalf, has in writing, on a form furnished by the Supervisor of Personnel, requested leave without loss of pay for such period of absence; and

C. The Appointing Authority has approved such request. For periods of absence of five (5) consecutive working days or more, the Appointing Authority may require as a condition precedent to this approval of such request, a signed statement of a doctor, a nurse practitioner, or health care provider, confirming the necessity for such absence. If the absences referred to above are occasioned by chronic illness, the Appointing Authority may require a letter at reasonable intervals.

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.

The City agrees to support legislation authorizing it to pay such amount of compensation as, when added to the amount of any disability (workers' compensation) will result in payment of a full week's salary to an employee who is on leave because he/she was injured in the line of duty as the result of violence by a patient or person in lawful custody. The City agrees to reopen negotiations on this Section, if so requested by the Union, if such legislation is enacted.

Section 4.

A. 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 disability (workers' compensation) is awarded, except that such sick leave shall be offset proportionately by a disability benefit that is awarded retroactively to the date the disability was incurred.

B. There shall be established a Workers' Compensation Committee consisting of three (3) representatives from the City and three (3) from the Union, the purpose of which shall be discussion of problems arising from application of Workers' Compensation.

Section 5. An annual report of sick leave shall be made available by request.

Section 6. Annual Redemption of Sick Leave. An employee who has used fewer than five (5) sick days in the twelve-month period ending December 31 of any year in which this Agreement is in effect may elect to redeem sick days in a lump sum cash payment in accordance with the following 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

The per diem rate will be the employee's rate on December 31 as specified in the Pay Schedule for compensation grades R-1 to R-22, inclusive, in force on December 31.



During 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 accumulated in the normal manner. Payment is to be made by March 30<sup>th</sup> of the year in which it is due.

Section 7. Sick Leave Abuse. It is agreed that employees who abuse the sick leave provisions of this Agreement shall be subject to disciplinary action in accordance with the provisions of Article 6. The Union agrees to cooperate with the City in dealing with problems related to sick leave abuse.

Section 8. 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 a percentage of the employee's accrued but unused sick leave. Unused sick time acquired pursuant to Section 10 of this Article shall not be subject to redemption, rather it shall revert back to the extended sick leave bank.

Effective July 7, 2007, the City shall redeem no more than thirty percent (30%) of the total accumulative sick leave at the employee's final rate of pay. Effective July 1, 2017 in no event shall an employee receive more than fifteen thousand dollars (\$15,000.00) of the total accumulative sick leave at the employee's final rate of pay.

Section 9. 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 Article 14, Section 6, may convert up to nine (9) sick days to vacation days on a three for one (3:1) basis, in a manner to be prescribed by the Office of Human Resources.

Section 10. There shall be established for all members of the City bargaining unit an extended sick leave bank 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 six (6) month probationary period 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 annual redemption of sick leave. The balance in the bank shall be the total number of sick leave days donated less the number of days granted by this Committee.
- B. Enrollment in the 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.
- C. 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 three (3) representatives appointed by the City and three (3) representatives appointed by the Union. Members of the Committee shall be granted reasonable paid time off pursuant to Article 15A. Providing that the balance in the Bank is sufficient, the Committee shall have the authority to grant up to thirty (30) days of sick

leave to an employee per calendar year (Jan. 1 to Dec. 31), and shall make a determination on each application for additional sick leave within ten (10) working days of receipt of all documentation required by the Committee. The Committee may extend for two (2) additional thirty (30) day periods the grant for additional leave, and in no event shall such leave exceed ninety (90) days in total. Decisions of the Committee with respect to eligibility and entitlement shall be final, and shall not be the subject of grievance or arbitration. In the event that there is a tie vote on any application, the request for use of time shall be granted.

- D. 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 E(3) below. If the Committee has denied an application for leave, the employee may request, in writing, that the application be reconsidered at a meeting of the Committee at which the employee is present. The Office of 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.
- E. The following criteria shall be used by the Committee in awarding sick time from the Bank:
- 1) The employee is eligible by virtue of meeting the criteria in Paragraph A above;
  - 2) The employee has exhausted all accumulated sick leave and other paid leave (such as vacation leave, personal leave and compensatory time);
  - 3) The application is accompanied by adequate medical evidence of a serious illness or serious injury which prevents the employee's immediate return to work.

The Committee may require additional medical information or documentation prior to making a decision on any application. 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 time shall be allowed to redeem any unused portion pursuant to Section 8 of this Article.

#### ARTICLE 15 - 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. Every employee covered by this Agreement shall be granted Military Leave consistent with the City of Boston's Military Leave Policy.

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 therefor, 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.

In the event of the death of a spouse, child, father, father-in-law, mother, mother-in-law, brother, sister, brother-in-law, sister-in-law, step-child, step-mother, step-father, step-brother, step-sister, or member of the employee's immediate household (for a period of six (6) months or more) an employee with six (6) months or more of continuous active service and who is in active service

at the time of such death, shall be entitled to receive five (5) working days' leave without loss of pay for the purpose of bereavement.

In the event of the death of a grandparent or grandchild, an employee with six (6) months or more of continuous active service and who is in active service at the time of such death, shall be entitled to receive three (3) working days' leave without loss of pay for the purpose of bereavement.

In the event of the death of a niece, nephew, aunt or uncle, an employee with six (6) months or more of continuous active service and who is in active service at the time of such death, shall be entitled to receive one (1) working day's leave without loss of pay for the purpose of bereavement.

Bereavement shall not be granted in the event of the death of a person not specifically enumerated above.

It is understood that bereavement days must be days upon which the employee is regularly scheduled to work. Leave without loss of pay under this paragraph shall not be deducted from sick leave or vacation leave. An employee with less than six (6) months of continuous service shall be entitled to leave as set forth above, without pay, for the purpose of bereavement.

If an employee requires additional leave for bereavement purposes, leave for such purposes shall be deducted from sick leave allowance, if any.

If sick leave is used for any bereavement purposes described in this Section, it shall not be considered as sick leave for City purposes of monitoring sick leave usage.

Section 5. Parental Leave. Every employee covered by this Agreement shall be granted parental leave consistent with the City of Boston's Medical Leave Policy.

Section 6. Education Leave. Subject to the operating needs of the department as determined by the department, 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 7. Medical Leave. Every employee covered by this Agreement shall be granted medical leave consistent with the City of Boston's Medical Leave Policy.

Section 8. Personal Leave. Beginning in 2013, on January 1 of each calendar year, full-time employees on the payroll as of that date, shall be credited with three (3) paid personal leave days, which must be taken during the same calendar year. In addition, these employees may take two (2) additional personal leave days to be deducted from the employee's accrued sick leave balance. These two (2) personal leave days shall not be considered sick leave for purposes of monitoring sick leave usage.

Any full-time employee who begins employment after January 1 but before July 1 will be credited with two (2) personal leave days which may be taken upon completion of the employee's probationary period.

The Employee shall endeavor to provide reasonable prior notice to the Appointing Authority as to the timing of personal leave. Reasonable notice, except in the case of emergency, shall be not

less than forty-eight (48) hours. The use of personal leave shall not be unreasonably denied.

Part-time employees shall accrue personal leave pursuant to this section on a pro-rated basis, based on the number of hours they are scheduled to work.

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

#### ARTICLE 15A - UNION BUSINESS

Section 1. Union Representatives. The Union shall furnish the Office of Labor Relations with a list of local officers and stewards for each Department. Lists shall be submitted as soon as practicable after designation of the officers and stewards and shall be kept 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 each department/division as determined by the employer. Such determination shall not be arbitrary or capricious.

- A. Reasonable time for one officer or steward on each shift, as referenced in Section 2 above, for the investigation of grievances or representation of employees at departmental hearings or investigatory interviews (i.e. “Weingarten” type situation.) Requests for such leave must be made in writing to the supervisor outside the bargaining unit indicating the date, time and purpose of the requested leave as far in advance as possible. Requests for leave shall be responded to within a reasonable period of time.
- B. Grievant(s), the Local President or his/her designee, and witnesses who are called to testify at a grievance, arbitration, Labor Relations Commission, or Civil Service hearing all of whom are scheduled to work at the time of the hearing. Requests for such leave indicating the date, time and purpose of the requested leave, shall be made in writing at least one week in advance of the hearing to the Office of Labor Relations, except that with regard to Step #2 grievance hearings, requests shall be made to the Appointing Authority/designee as far in advance as possible.
- C. Attendance by employees who are delegates or alternates at the annual conventions of the Massachusetts State Labor Council, and the American Federation of State, County and Municipal Employees, AFL-CIO, or Council 93. Requests for such leave must be made in writing to the Office of Labor Relations at least two (2) weeks in advance of the convention.
- D. Each Local President or his/her designee for not more than one meeting of the Boston Presidents’ Committee per month for not more than one-half (1/2) of the scheduled work shift on that date. Requests for such leave shall be made in writing to the Office of Labor Relations at least one week in advance of the meeting.
- E. Actual meeting time of labor/management committees specifically referenced in this Agreement.
- F. Where the hearing or meeting takes place at a location other than the employee’s work site, release time shall include reasonable travel time to and from the hearing or meeting. All employees are required to return to their work site after the conclusion of the

hearing/meeting as long as reasonable time to do so remains at the end of the employee's work shift.

G. Ground rule discussions between the City and the Union will determine release time for negotiations.

H. Any other request for release time will be made in accordance with Article 15, Section 10.

Section 3. Access to Premises. Only representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, Council 93 and/or its affiliated locals shall be permitted to enter the premises of any Department at any reasonable time for the purpose of discussing or processing grievances of employees covered by this Agreement provided that they do not interfere with the performance of duties, and provided that they give notice of their presence immediately upon arrival to the person in charge of such Department.

Section 4. Only officials of this Union shall be granted access to the premises to discuss wages, hours, and conditions of employment regarding persons covered by this Agreement.

#### ARTICLE 16 - SAFETY AND HEALTH

Both parties to this Agreement shall cooperate in the enforcement of safety rules and regulations. Complaints with respect to unsafe or unhealthy working conditions shall be brought immediately to the attention of the employee's superior and shall be a subject of grievance hereunder.

The Municipal Employer and the Union shall establish a joint safety committee consisting of representatives of each party in each department for the purpose of promoting sound safety practices and rules.

#### ARTICLE 17 - MISCELLANEOUS

Section 1. Bulletin Boards. Bulletin board space will be provided for Union announcements. Such announcements shall not contain anything political, denunciatory, or inflammatory; nor anything derogatory of the Municipal Employer or any of its officers or employees. Any Union authorized violations of this Section shall entitle the Municipal Employer to disregard its obligations under this section.

Section 2. 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. Uniforms. The present practice with respect to supply of uniforms shall remain in force during this Agreement.

In individual departments, Uniform Committees composed of no more than two (2) Union and two (2) Management representatives, shall be established for the purpose of discussing uniform and work clothes problems; within ninety (90) days from the effective date of this Agreement, the Union representatives shall report to the Union, and the Management representatives shall report to the City's Office of Labor Relations; thereafter, the Union and the City's Office of Labor Relations shall continue to discuss uniform and work clothes problems raised in said reports.

Section 4. 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 Council 93, AFSCME and the Local(s) as designated by Council 93, and the City's Office of Labor Relations.

Section 5. Employee Files.

- A. No material originating from the City, derogatory to an employee's conduct, service, character or personality shall be placed in the personnel files unless the employee has had an opportunity to read the material. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed. Such signature does not necessarily indicate agreement with its contents, but merely signifies that the employee has read the material to be filed.
- B. The employee shall have the right to answer any material filed and 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.

Section 6. Insurance Benefits. In the event that the General Court should amend the law to permit collective bargaining concerning the level of group insurance benefits, the Union will be given an opportunity, upon its request, to discuss group insurance benefits, including health and welfare plan, dental plan, optical plan, and life insurance and medical care plans.

Section 7. Productivity. In each department having employees covered by this Agreement, there shall be formed a productivity committee composed of an equal number of representatives from the management in the department and the Union. The respective committees shall work together in an effort to improve the delivery of the City services.

The formation of these committees in no way limits the rights of either the Union or the City as stated in this contract or under applicable law.

Section 8. Tool Committee. The parties agree that where employees are required to use their own tools on a daily basis in order to carry out the Employer's work, the City will reimburse or replace stolen tools under the following conditions:

- A. All employees who are to be eligible for such coverage must register all their tools with the Department Head. Only such tools that are registered shall be reimbursed/replaced if stolen.
- B. Only tools that are stolen from the work site will be reimbursed/replaced.
- C. All employees who report that their tools have been stolen must certify under oath that such property was stolen, listing the time, place, and their documented value. Any fraudulent claim will result in discipline and/or discharge.
- D. After investigation by the Department and verification of the claim by the Department Head or his/her designee, employees will be reimbursed for the actual cash value of

stolen tools in excess of \$85.00 in any calendar year or receive replacements therefore. Any tools stolen in a year from an employee that does not meet the \$85.00 requirement will be replaced by the employee. The maximum reimbursement given to any individual in any calendar year will be \$1,000.00 (subject to available appropriation- \$10,000.00 annual maximum.)

- E. The method of restitution (reimbursement or replacement) shall be discretionary with the Department Head. If the employee's claim is verified, the Department Head will notify the employee in writing within thirty (30) days of the employee's report as to whether the Department will reimburse the employee or replace the employee's tools.

Section 9. When an employee returns to work after a serious illness or injury, and when the Appointing Authority requests said employee to submit to a City medical examination, the employee will not be refused permission to return to work, if he/she is certified able to work at his/her position by his/her physician. The employee will then undergo City medical examination when such an examination is scheduled, and the results of that examination shall control, provided that the Union may grieve said results.

Section 10. 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 11. The City shall offer salary reduction options to employees including dependent care assistance and health insurance. The City shall determine administrative and other logistical aspects of providing such options. The City and Union also agree to establish a joint committee to explore other salary reduction options such as tax-free public transportation expenses.

Section 12. Blood Donations. Subject to operational needs of each Department, determined by the Department Head, upon City Council Funding of this Agreement, as of June 7, 2017, leaves of absence without loss of pay, not to exceed two (2) hours, will be permitted for employee's to make blood donations, if sponsored by the City of Boston and held in the employee's work location and blood donations if sponsored by the City of Boston and held at another City of Boston location, provided that the employee reasonably believes he/she can return to his/her work site within two (2) hours.

Section 13. The City and AFSCME Council 93 shall implement a process by which bargaining unit members may voluntarily elect to have money deducted from their paycheck and forwarded to AFSCME Council 93, National PEOPLE Committee.

Section 14. Notification Requirements for Employees Receiving Worker's Compensation Benefits.

Any employee injured at work must immediately, or as soon as physically capable, notify in writing on City-approved forms both the worker's compensation service and his/her department head of the date, time, location and nature of the injury.

A Department's personnel officer or designee shall endeavor to contact the employee at his or her last known address (using the letter attached as Appendix I) upon receipt of notice from the City's Worker's Compensation Division that the employee's benefits have been terminated. However, the employee shall bear the responsibility for notifying both the worker's



compensation service and the employee's department head of all developments in the employee's worker's compensation case. In particular, the employee must notify the department head when the employee appeals any rulings of the City's Worker's Compensation Division or of the Commonwealth of Massachusetts Division of Industrial Accidents, or related entities.

Also, the employee must immediately notify his/her department head in writing when he/she has been cleared for return to work regarding his/her intent to return to work or request applicable leave. Any employee who fails to notify his/her department head of his/her ability to return to work after being medically cleared to do so through the Worker's Compensation process shall be subject to discipline or discharge. Any employee who fails to notify his/her department head accordingly and within fourteen (14) days of receiving medical clearance to return to work may be considered to have voluntarily separated from service. Such separation shall only be a subject of the grievance and arbitration article hereunder through Step 3 and shall not be subject to arbitration.

All employees returning to work from work related injuries may be ordered to submit to a medical examination pursuant to Article 17, section 9.

Section 15. Post-Accident Drug and Alcohol Testing:

Employees who are involved in an accident, while operating a City owned vehicle, shall be subject to an alcohol and drug test following the accident whenever:

1. the accident involved a fatality; or
2. an individual suffered a bodily injury that required immediate medical treatment away from the scene of the accident and/or the employee received a citation for a moving traffic violation arising from the accident; or
3. one of the vehicles involved in the accident was towed away from the scene and/or the employee received a citation for a moving traffic violation arising from the accident.

A reportable accident does not include:

- a. an occurrence involving only boarding and alighting from a stationary motor vehicle; or
- b. an occurrence involving the loading or unloading of cargo.

Although testing will never delay necessary and immediate medical treatment, testing should be performed as soon as possible following the accident.

City's Responsibility: The City shall provide employees with necessary post-accident information, procedures and instructions before the employee operates a City vehicle to enable employees to comply with the post-accident testing requirements. The City is responsible for adhering to the following timeline.

Time Lapsed

Action Required

ALCOHOL- If the employee has not submitted to an alcohol test at this time, the City of Boston shall prepare and maintain on file a record stating the reason a test was not promptly administered.

8 hours ALCOHOL- Cease attempts to administer alcohol test and prepare and maintain record described above.

32 hours DRUGS- If the employee has not submitted to a drug test at this time, the City of Boston shall cease attempts to administer the test and prepare and maintain on file a record stating the reason a test was not promptly administered.

Employee's Responsibility: An employee is obligated to follow the post-accident instructions supplied by the City and to see that the alcohol and/or drug tests are conducted.

- An employee who is subject to a post-accident test must remain available for testing. An employee who leaves the scene before the test is administered or who does not make himself/herself readily available may be deemed to have refused to be tested and such a refusal shall be treated as a positive test.
- Further, the employee must submit to an alcohol test within eight (8) hours following the accident. During the eight (8) hour period following the accident, the employee must refrain from consuming alcohol for eight (8) hours or until the employee submits to an alcohol test, whichever comes first.
- Likewise, the employee must submit to a drug test within thirty-two (32) hours following the accident.

Under the Influence of Alcohol or Drugs shall be defined as the presence of a measurable amount which is .04% or higher of alcohol in the blood, or a verified positive drug test result, at levels specified by the Substance Abuse and Mental Health Services Administration.

Controlled Substance is any drug included in Schedules I through V, as defined by Section 802(6) of Title 21 of the United States Codes [21 USC 802(6)], the possession of which is unlawful under Chapter 13 of that title. The term does not include the use of prescribed drugs which have been legally obtained and are being used for the purpose for which they were prescribed.

All specimens will be tested at a laboratory certified by the Substance Abuse and Mental Health Services Administration (SAMHSA).<sup>1</sup>

#### Section 16. Life Insurance.

In accordance with Massachusetts General Law, the City provides five thousand dollars (\$5,000) basic life insurance for each employee. The City pays fifty percent (50%) of the premium for this benefit. Effective January 1, 2008, the City will provide an additional five thousand dollars (\$5,000) of life insurance. The employer will pay fifty percent (50%) of the premium for 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 17. Health Insurance Opt-Out.

Effective July 1, 2007, 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)

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<sup>1</sup> The City will inform the Union, if and when, SAMHSA makes any changes in testing levels.

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 he 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 18. 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 19. Act of Violence Pay. 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 20. Attendance. Every employee covered by this Agreement shall be required to comply with the City of Boston Attendance Policy beginning January 1, 2013.

Section 21. Pre-Paid Group Legal Services.

- A. Effective the first pay period of July 2017, the City shall make a monthly contribution of thirty dollars and thirty-three cents (\$30.33) on behalf of each bargaining unit member on the City's active payroll towards a prepaid legal services plan designated by the Union. The City shall make these monthly contributions on or about the first day of each month directly to the designated benefit provider of the legal services program and shall pay to the provider this amount on behalf of all bargaining unit members on the City's active payroll on the first day of the month. A list of each bargaining unit member for which a contribution was made shall be furnished with said payment.

- B. The plan shall be contracted for by the Union. The contract shall provide that the Employer will be held harmless from liability arising out of the implementation and administration of the plan by the designated benefit provider and that the benefit provider shall bear all administrative costs. 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. The contract shall also prohibit the benefit provider from using any of the funds that the City contributed (i) to defend any criminal actions brought against a bargaining unit member for conduct/alleged conduct that occurred during the employee's work hours and/or conduct/alleged conduct that involves the City or its property, (ii) to provide services, other than an initial consultation, to any bargaining unit member for any involvement as a witness in a criminal proceeding, or (iii) for any civil actions naming the City of Boston or any City of Boston employee as a party. The Union will provide a fully executed contract to the City, excluding the aforementioned. Only upon receipt of same shall the City be obligated to make such payments as outlined in Paragraph A above.
- C. The City's responsibility under the terms of this Section shall be to make premium payments as is required under Section A. To the extent that any disputes or inquiries are made by the designated benefit provider chosen by the Union, those inquiries shall be made exclusively to the Union.

Section 22. Cancer Screening. Effective upon City Council funding, as of June 7, 2017, all employees covered by this Agreement shall be permitted to use up to one (1) day of paid time, per calendar year, for cancer screening to run concurrent with leave permitted by the City's Cancer Screening Policy. This leave will not be charged to any accrued leave. Leave may be used in half day increments. The screenings covered are: Breast, Colon, Skin, Thyroid, Oral Cavity, Lymph Nodes, Reproductive Organs and Lungs. Employees must have their health care provider complete the City's Certification Form when administering the screening and employees must submit the completed form to their Department's Personnel Officer for the benefit to be applied. Employees must comply with all notice and documentation requirements contained in the City of Boston Policy.

## ARTICLE 18 TRAINING AND CAREER LADDERS

Section 1. The Employer and the Union recognize the importance of training programs and the development of career ladders, and seek here to establish a mechanism for generating such program recommendations and their implementation.

Section 2. City-Wide Committee. The Employer and the Union agree to establish a City-wide Training and Career Ladder Committee consisting of five (5) people appointed by the Union and five (5) people appointed by the Employer. Such Committee shall function continuously throughout the life of this Agreement.

The Training and Career Ladder Committee shall meet at regular intervals but in no event less than once per month at times and places agreed upon by the Union and the Employer. The Committee shall be charged with the formation, implementation and monitoring of training and educational programs.

Section 3. Currently Available Educational Opportunities. Nothing in this Article shall be interpreted to suggest that the Training and Career Ladders Committee may not recommend the continuation or improvement of training and educational opportunities currently available to the employees of the City.

Section 4. Funding.

Effective July 7, 2007, the City shall allocate seventy-five thousand dollars (\$75,000) each year to fund training, education and other appropriate career ladder expenses as determined by the Committee.

The amount of such fund for training, education and other appropriate career ladder expenses as determined by the Committee shall be as follows:

July 2017 - one hundred thousand dollars (\$100,000) for fiscal year 2018;

July 2018 - one hundred and twenty-five thousand dollars (\$125,000) for fiscal year 2019;

Funds that are not expended in any fiscal year shall not be carried over to a subsequent fiscal year.

The Union and the City agree to cooperate in seeking outside funding for the training and career ladder programs.

The City shall supply the Union with a yearly statement of funding. Said statement shall contain the following: a starting balance, additions to the fund, expenditures from the fund and an ending balance.

Section 5. The Union and the City will cooperate on a job reclassification study administered by the Office of Human Resources. The study shall consider, among other matters, issues of disparate salary treatment for women and minorities. The terms and conditions of employment of bargaining unit members may be modified only after negotiations between the Union and the City.

Section 6. 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.

The City's Human Resource Training Group shall develop a mandatory training program for all supervisors who utilize the Performance Evaluation System. Whenever a supervisor/evaluator who is a member of this bargaining unit is required to evaluate another member of this bargaining unit, the AFSCME Performance Evaluation System shall be signed by the AFSCME evaluator as well as a supervisor/manager who is not a member of this bargaining unit.

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

## AFSCME Performance Evaluation System.

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.

An employee may rebut 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 rebuttal when they so desire.

The parties agree to establish an internal Performance Evaluation Panel (Panel) comprised of the Director of the Office of Human Resources or his/her designee, the Appointing Authority or his/her designee (excluding the evaluator), and a Union representative. If an employee feels aggrieved by an evaluation, the employee or the Union may file an appeal to the Panel within fifteen (15) calendar days of the employee's receipt of the evaluation or such appeal rights shall be deemed waived. The Panel shall conduct a hearing to determine whether the evaluation was fair, reasonable and/or appropriate. The decision of the Panel and evaluation are not subject to grievance and arbitration.

Section 7. Training and Career Ladders. The City shall implement a training program for all AFSCME employees covered by this Agreement for the purpose of training employees whose job descriptions and/or duties are substantially changed or altered by the addition of new technology, and/or new state or federal regulations. The parties agree to form a joint labor-management committee to discuss the implementation of said certification, training and/or career ladders program. This committee shall form and commence meeting within ninety (90) days following the execution of this agreement. The committee shall survive for a maximum of six (6) months following its formation unless the parties mutually agree to continue meeting. The City is committed to ensuring that employees receive proper training at all times.

## ARTICLE 19 EMPLOYER PROVISION OF INFORMATION

Section 1. The City shall be required to provide the Union with the following information, if feasible, for bargaining unit employees:

- A. Every three (3) months, a list of all employees new to the bargaining unit, date of employment, classification, grade level, and the source of funding;
- B. Every six (6) months, a list of all employees who have been terminated;
- C. A list of all employees in each department/agency by title in order of date of employment; and within thirty (30) days of ratification, the City will supply to the Union a copy of all generic job descriptions within the bargaining unit, an updated copy of the 1963 Compensation Plan, and all compensation adjustment letters (letters of special circumstance as defined in 9F and 9F1 of the 1963 Compensation Plan) for the positions within the bargaining unit.

Section 2. Within ten (10) days after a written request therefore, the Employer will provide to the Union a copy of the departmental seniority list prepared annually pursuant to Chapter 31, Section 67 of the General Laws.

Section 3. Prior to or simultaneous with posting, the Union will be provided with copies of job postings and selections. The City will also supply copies of "Letters of Adjustment" for

employees within this bargaining unit.

ARTICLE 20 - COMPENSATION

Section 1A. Effective with the start of the first pay period (“FPP”) in October upon the dates indicated in this Agreement, the 1963 Plan shall be amended by striking Schedule A and inserting in place thereof the following pay schedule.

Effective the Start of First Pay Period (FPP) following the below dates increase:

- October 2016 2%
- October 2017 2%
- October 2018 2%
- October 2019 2%

Effective the FPP in October, 2018, a new Step 10 will be created, which will be 1% greater than the then existing Step 9.

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

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

The City will compensate employees within ninety (90) calendar days from the date the City Council approves the funding of this agreement.

**Schedule A**  
**Effective FPP October 2016**

2% Increase

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>
<b>5</b>	weekly	\$546.61	\$568.50	\$591.22	\$614.88	\$639.46	\$665.04	\$691.65	\$719.58
	annually	\$27,331.16	\$28,423.58	\$29,562.11	\$30,743.58	\$31,973.55	\$33,252.01	\$34,582.15	\$35,965.57
<b>5L</b>	weekly		\$568.50	\$591.22	\$614.88	\$650.58	\$665.04	\$691.65	\$719.58
	annually		\$29,562.11	\$30,743.58	\$31,973.55	\$33,829.95	\$34,582.15	\$35,965.57	\$37,418.15
<b>6</b>	weekly	\$546.61	\$568.50	\$591.22	\$614.88	\$639.46	\$665.04	\$719.34	\$748.40
	annually	\$28,423.58	\$29,562.11	\$30,743.58	\$31,973.55	\$33,252.01	\$34,582.15	\$35,965.57	\$38,917.00
<b>6L</b>	weekly		\$591.22	\$614.88	\$639.46	\$665.04	\$691.65	\$719.34	\$748.40
	annually		\$30,743.58	\$31,973.55	\$33,252.01	\$34,582.15	\$35,965.57	\$37,405.44	\$38,917.00
<b>7</b>	weekly	\$568.50	\$591.22	\$614.88	\$639.46	\$665.04	\$719.34	\$748.08	\$778.29
	annually	\$29,562.11	\$30,743.58	\$31,973.55	\$33,252.01	\$34,582.15	\$35,965.57	\$38,900.15	\$40,471.26
<b>7L</b>	weekly		\$614.88	\$639.46	\$665.04	\$691.65	\$719.34	\$748.08	\$778.29
	annually		\$31,973.55	\$33,252.01	\$34,582.15	\$35,965.57	\$37,405.44	\$38,900.15	\$40,471.26
<b>8</b>	weekly	\$591.23	\$614.88	\$639.46	\$665.04	\$719.34	\$748.08	\$777.99	\$809.41
	annually	\$30,743.90	\$31,973.54	\$33,252.01	\$34,582.32	\$35,965.57	\$37,405.44	\$40,455.31	\$42,089.33
<b>8L</b>	weekly		\$639.46	\$691.65	\$719.34	\$748.08	\$777.99	\$809.41	\$841.82
	annually		\$33,252.01	\$34,582.15	\$35,965.57	\$37,405.44	\$40,455.31	\$42,089.33	\$44,774.45
<b>9</b>	weekly	\$614.88	\$639.46	\$665.04	\$719.34	\$748.08	\$777.99	\$809.12	\$841.82
	annually	\$31,973.55	\$33,252.01	\$34,582.15	\$35,965.57	\$38,900.15	\$40,455.31	\$42,074.06	\$43,774.45
<b>9L</b>	weekly		\$665.04	\$719.34	\$748.08	\$777.99	\$809.12	\$841.82	\$884.82
	annually		\$34,582.15	\$35,965.57	\$37,405.44	\$38,900.15	\$40,455.31	\$42,074.06	\$43,774.45
<b>10</b>	weekly	\$639.46	\$665.04	\$691.65	\$719.34	\$748.08	\$777.99	\$841.47	\$875.47
	annually	\$33,252.01	\$34,582.15	\$35,965.57	\$37,405.44	\$40,455.31	\$42,074.06	\$43,756.42	\$45,524.31
<b>10L</b>	weekly		\$691.65	\$748.08	\$777.99	\$809.12	\$841.47	\$875.47	\$910.50
	annually		\$35,965.57	\$37,405.44	\$38,900.15	\$40,455.31	\$43,756.42	\$45,524.31	\$47,346.22
<b>11</b>	weekly	\$665.04	\$691.65	\$719.34	\$748.08	\$809.12	\$841.47	\$875.15	\$910.50
	annually	\$34,582.15	\$35,965.57	\$37,405.44	\$38,900.15	\$40,455.31	\$42,074.06	\$45,507.95	\$47,346.22



**Schedule A**  
**Effective FPP October 2016**  
**2% Increase**

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>
<b>11L</b>	weekly		\$719.34	\$748.08	\$777.99	\$809.12	\$841.47	\$875.15	\$910.50
	annually		\$37,405.44	\$38,900.15	\$40,455.31	\$42,074.06	\$43,756.42	\$45,507.95	\$47,346.22
<b>12</b>	weekly	\$691.65	\$719.34	\$748.08	\$777.99	\$809.12	\$841.47	\$875.15	\$946.94
	annually	\$35,965.57	\$37,405.44	\$38,900.15	\$40,455.31	\$42,074.06	\$43,756.42	\$45,507.95	\$49,240.89
<b>12L</b>	weekly			\$748.08	\$777.99	\$809.12	\$841.47	\$875.15	\$946.94
	annually			\$38,900.15	\$40,455.31	\$42,074.06	\$43,756.42	\$45,507.95	\$49,240.89
<b>13</b>	weekly	\$719.34	\$748.08	\$777.99	\$809.12	\$841.47	\$875.15	\$910.17	\$984.80
	annually	\$37,405.44	\$38,900.15	\$40,455.31	\$42,074.06	\$43,756.42	\$45,507.95	\$47,328.66	\$51,209.76
<b>13A</b>	weekly	\$748.08	\$777.99	\$809.12	\$841.47	\$875.15	\$910.17	\$946.56	\$1,024.21
	annually	\$38,900.15	\$40,455.31	\$42,074.06	\$43,756.42	\$45,507.95	\$47,328.66	\$49,220.91	\$53,258.68
<b>14</b>	weekly	\$777.99	\$809.12	\$841.47	\$875.15	\$910.17	\$946.56	\$1,023.80	\$1,065.16
	annually	\$40,455.31	\$42,074.06	\$43,756.42	\$45,507.95	\$47,328.66	\$49,220.91	\$51,190.28	\$55,388.36
<b>14A</b>	weekly	\$809.12	\$841.47	\$875.15	\$910.17	\$946.56	\$984.43	\$1,064.73	\$1,107.75
	annually	\$42,074.06	\$43,756.42	\$45,507.95	\$47,328.66	\$49,220.91	\$51,190.28	\$53,237.58	\$57,603.16
<b>15</b>	weekly	\$875.15	\$910.17	\$946.56	\$984.43	\$1,023.80	\$1,107.01	\$1,151.65	\$1,198.17
	annually	\$45,507.95	\$47,328.66	\$49,220.91	\$51,190.28	\$53,237.58	\$55,365.97	\$57,564.33	\$62,304.90
<b>15A</b>	weekly	\$910.17	\$946.56	\$984.43	\$1,023.80	\$1,064.73	\$1,151.65	\$1,197.70	\$1,246.08
	annually	\$47,328.66	\$49,220.91	\$51,190.28	\$53,237.58	\$55,365.97	\$57,564.33	\$59,885.91	\$64,796.19
<b>16</b>	weekly	\$946.56	\$984.43	\$1,023.80	\$1,064.73	\$1,151.65	\$1,197.70	\$1,245.59	\$1,295.92
	annually	\$49,220.91	\$51,190.28	\$53,237.58	\$55,365.97	\$57,564.33	\$59,885.91	\$62,280.65	\$67,387.90
<b>16A</b>	weekly	\$984.43	\$1,023.80	\$1,064.73	\$1,107.01	\$1,151.65	\$1,245.59	\$1,295.45	\$1,347.79
	annually	\$51,190.28	\$53,237.58	\$55,365.97	\$57,564.33	\$59,885.91	\$62,280.65	\$64,770.80	\$70,085.10
<b>17</b>	weekly	\$1,023.80	\$1,064.73	\$1,107.01	\$1,151.65	\$1,245.59	\$1,295.45	\$1,346.66	\$1,401.06
	annually	\$53,237.58	\$55,365.97	\$57,564.33	\$59,885.91	\$62,280.65	\$64,770.80	\$67,363.51	\$72,855.07
<b>17A</b>	weekly	\$1,064.73	\$1,107.01	\$1,151.65	\$1,245.59	\$1,295.45	\$1,346.66	\$1,401.13	\$1,457.76
	annually	\$55,365.97	\$57,564.33	\$59,885.91	\$62,280.65	\$64,770.80	\$67,363.51	\$70,026.18	\$75,803.30

**Schedule A**  
**Effective FPP October 2016**  
**2% Increase**

<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>
<b>18</b>	weekly	\$1,197.70	\$1,245.59	\$1,295.45	\$1,346.66	\$1,401.13	\$1,457.19	\$1,515.47	\$1,576.69
	annually	\$59,885.91	\$62,280.65	\$64,770.80	\$67,363.51	\$70,026.18	\$72,859.00	\$75,773.71	\$78,804.50
<b>18A</b>	weekly	\$1,197.70	\$1,245.59	\$1,295.45	\$1,346.66	\$1,401.13	\$1,457.19	\$1,515.47	\$1,576.69
	annually	\$62,280.65	\$64,770.80	\$67,363.51	\$70,026.18	\$72,859.00	\$75,773.71	\$78,804.50	\$81,956.94
<b>19</b>	weekly	\$1,245.59	\$1,295.45	\$1,346.66	\$1,401.13	\$1,457.19	\$1,515.47	\$1,576.09	\$1,639.17
	annually	\$64,770.80	\$67,363.51	\$70,026.18	\$72,859.00	\$75,773.71	\$78,804.50	\$81,956.94	\$85,236.58
<b>19A</b>	weekly	\$1,295.45	\$1,346.66	\$1,401.13	\$1,457.19	\$1,515.47	\$1,576.09	\$1,639.17	\$1,704.70
	annually	\$67,363.51	\$70,026.18	\$72,859.00	\$75,773.71	\$78,804.50	\$81,956.94	\$85,236.58	\$88,644.23
<b>20</b>	weekly	\$1,346.66	\$1,401.13	\$1,457.19	\$1,515.47	\$1,576.09	\$1,639.17	\$1,704.70	\$1,772.90
	annually	\$70,026.18	\$72,859.00	\$75,773.71	\$78,804.50	\$81,956.94	\$85,236.58	\$88,644.23	\$92,191.02
<b>20A</b>	weekly	\$1,401.13	\$1,457.19	\$1,515.47	\$1,576.09	\$1,639.17	\$1,704.70	\$1,772.90	\$1,843.79
	annually	\$72,859.00	\$75,773.71	\$78,804.50	\$81,956.94	\$85,236.58	\$88,644.23	\$92,191.02	\$95,876.95
<b>21</b>	weekly	\$1,457.19	\$1,515.47	\$1,576.09	\$1,639.17	\$1,704.70	\$1,772.90	\$1,843.79	\$1,917.58
	annually	\$75,773.71	\$78,804.50	\$81,956.94	\$85,236.58	\$88,644.23	\$92,191.02	\$95,876.95	\$103,742.32
<b>21A</b>	weekly	\$1,515.47	\$1,576.09	\$1,639.17	\$1,704.70	\$1,772.90	\$1,843.79	\$1,917.58	\$2,074.83
	annually	\$78,804.50	\$81,956.94	\$85,236.58	\$88,644.23	\$92,191.02	\$95,876.95	\$99,713.93	\$107,891.08
<b>22</b>	weekly	\$1,576.09	\$1,639.17	\$1,704.70	\$1,772.90	\$1,843.79	\$1,917.58	\$2,074.02	\$2,157.80
	annually	\$81,956.94	\$85,236.58	\$88,644.23	\$92,191.02	\$95,876.95	\$99,713.93	\$103,701.19	\$112,205.73
<b>22A</b>	weekly	\$1,639.17	\$1,704.70	\$1,772.90	\$1,843.79	\$1,917.58	\$2,074.02	\$2,156.97	\$2,244.11
	annually	\$85,236.58	\$88,644.23	\$92,191.02	\$95,876.95	\$99,713.93	\$103,701.19	\$107,849.05	\$116,693.56

**Schedule A**  
**Effective FPP October 2017**  
**2% Increase**

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
<b>5</b>	weekly	\$536.11	\$557.54	\$579.87	\$603.05	\$627.17	\$652.25	\$678.34	\$705.48
	annually	\$27,877.78	\$28,992.06	\$30,153.36	\$31,358.45	\$32,613.02	\$33,917.05	\$35,273.79	\$36,684.88
<b>5L</b>	weekly			\$579.87	\$603.05	\$627.17	\$652.25	\$678.34	\$705.48
	annually			\$30,153.36	\$31,358.45	\$32,613.02	\$33,917.05	\$35,273.79	\$36,684.88
<b>6</b>	weekly	\$557.54	\$579.87	\$603.05	\$627.17	\$652.25	\$678.34	\$705.48	\$733.72
	annually	\$28,992.06	\$30,153.36	\$31,358.45	\$32,613.02	\$33,917.05	\$35,273.79	\$36,684.88	\$38,153.55
<b>6L</b>	weekly			\$603.05	\$627.17	\$652.25	\$678.34	\$705.48	\$733.72
	annually			\$31,358.45	\$32,613.02	\$33,917.05	\$35,273.79	\$36,684.88	\$38,153.55
<b>7</b>	weekly	\$579.87	\$603.05	\$627.17	\$652.25	\$678.34	\$705.48	\$733.72	\$763.04
	annually	\$30,153.36	\$31,358.45	\$32,613.02	\$33,917.05	\$35,273.79	\$36,684.88	\$38,153.55	\$39,678.16
<b>7L</b>	weekly			\$627.17	\$652.25	\$678.34	\$705.48	\$733.72	\$763.04
	annually			\$32,613.02	\$33,917.05	\$35,273.79	\$36,684.88	\$38,153.55	\$39,678.16
<b>8</b>	weekly	\$603.05	\$627.17	\$652.25	\$678.35	\$705.48	\$733.72	\$763.04	\$793.55
	annually	\$31,358.77	\$32,613.01	\$33,917.05	\$35,273.97	\$36,684.88	\$38,153.55	\$39,678.16	\$41,264.41
<b>8L</b>	weekly			\$652.25	\$678.34	\$705.48	\$733.72	\$763.04	\$793.55
	annually			\$33,917.05	\$35,273.79	\$36,684.88	\$38,153.55	\$39,678.16	\$41,264.41
<b>9</b>	weekly	\$627.17	\$652.25	\$678.34	\$705.48	\$733.72	\$763.04	\$825.30	\$858.65
	annually	\$32,613.02	\$33,917.05	\$35,273.79	\$36,684.88	\$38,153.55	\$39,678.16	\$41,264.41	\$44,649.94
<b>9L</b>	weekly			\$678.34	\$705.48	\$733.72	\$763.04	\$825.30	\$858.65
	annually			\$35,273.79	\$36,684.88	\$38,153.55	\$39,678.16	\$41,264.41	\$44,649.94
<b>10</b>	weekly	\$652.25	\$678.34	\$705.48	\$733.72	\$763.04	\$825.30	\$858.65	\$892.98
	annually	\$33,917.05	\$35,273.79	\$36,684.88	\$38,153.55	\$39,678.16	\$41,264.41	\$42,915.54	\$46,434.80
<b>10L</b>	weekly			\$705.48	\$733.72	\$763.04	\$825.30	\$858.65	\$892.98
	annually			\$36,684.88	\$38,153.55	\$39,678.16	\$41,264.41	\$42,915.54	\$46,434.80
<b>11</b>	weekly	\$678.34	\$705.48	\$733.72	\$763.04	\$825.30	\$858.65	\$892.98	\$928.71
	annually	\$35,273.79	\$36,684.88	\$38,153.55	\$39,678.16	\$41,264.41	\$42,915.54	\$46,418.11	\$48,293.15

**Schedule A**  
**Effective FPP October 2017**  
**2% Increase**

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
<b>11L</b>	weekly		\$733.72	\$763.04	\$793.55	\$825.30	\$858.30	\$892.66	\$928.71
	annually		\$38,153.55	\$39,678.16	\$41,264.41	\$42,915.54	\$44,631.54	\$46,418.11	\$48,293.15
<b>12</b>	weekly	\$705.48	\$733.72	\$763.04	\$793.55	\$825.30	\$858.30	\$892.66	\$928.71
	annually	\$36,684.88	\$38,153.55	\$39,678.16	\$41,264.41	\$42,915.54	\$44,631.54	\$46,418.11	\$48,293.15
<b>12L</b>	weekly		\$763.04	\$793.55	\$825.30	\$858.30	\$892.66	\$928.71	\$965.88
	annually		\$39,678.16	\$41,264.41	\$42,915.54	\$44,631.54	\$46,418.11	\$48,293.15	\$50,225.71
<b>13</b>	weekly	\$733.72	\$763.04	\$793.55	\$825.30	\$858.30	\$892.66	\$928.71	\$1,004.50
	annually	\$38,153.55	\$39,678.16	\$41,264.41	\$42,915.54	\$44,631.54	\$46,418.11	\$48,293.15	\$52,233.96
<b>13A</b>	weekly	\$763.04	\$793.55	\$825.30	\$858.30	\$892.66	\$928.71	\$965.49	\$1,044.69
	annually	\$39,678.16	\$41,264.41	\$42,915.54	\$44,631.54	\$46,418.11	\$48,293.15	\$50,205.33	\$54,323.85
<b>14</b>	weekly	\$793.55	\$825.30	\$858.30	\$892.66	\$928.71	\$965.49	\$1,044.28	\$1,086.46
	annually	\$41,264.41	\$42,915.54	\$44,631.54	\$46,418.11	\$48,293.15	\$50,205.33	\$52,214.09	\$56,496.13
<b>14A</b>	weekly	\$825.30	\$858.30	\$892.66	\$928.71	\$965.49	\$1,044.28	\$1,086.02	\$1,129.91
	annually	\$42,915.54	\$44,631.54	\$46,418.11	\$48,293.15	\$50,205.33	\$52,214.09	\$54,302.33	\$58,755.23
<b>15</b>	weekly	\$892.66	\$928.71	\$965.49	\$1,004.12	\$1,044.28	\$1,086.02	\$1,129.15	\$1,174.69
	annually	\$46,418.11	\$48,293.15	\$50,205.33	\$52,214.09	\$54,302.33	\$56,473.29	\$58,715.61	\$61,083.63
<b>15A</b>	weekly	\$928.71	\$965.49	\$1,004.12	\$1,044.28	\$1,086.02	\$1,129.15	\$1,174.69	\$1,221.66
	annually	\$48,293.15	\$50,205.33	\$52,214.09	\$54,302.33	\$56,473.29	\$58,715.61	\$61,083.63	\$63,526.27
<b>16</b>	weekly	\$965.49	\$1,004.12	\$1,044.28	\$1,086.02	\$1,129.15	\$1,174.69	\$1,221.66	\$1,270.50
	annually	\$50,205.33	\$52,214.09	\$54,302.33	\$56,473.29	\$58,715.61	\$61,083.63	\$63,526.27	\$66,092.12
<b>16A</b>	weekly	\$1,004.12	\$1,044.28	\$1,086.02	\$1,129.15	\$1,174.69	\$1,221.66	\$1,270.50	\$1,321.84
	annually	\$52,214.09	\$54,302.33	\$56,473.29	\$58,715.61	\$61,083.63	\$63,526.27	\$66,092.12	\$68,735.66
<b>17</b>	weekly	\$1,044.28	\$1,086.02	\$1,129.15	\$1,174.69	\$1,221.66	\$1,270.50	\$1,321.36	\$1,373.59
	annually	\$54,302.33	\$56,473.29	\$58,715.61	\$61,083.63	\$63,526.27	\$66,092.12	\$68,710.78	\$71,426.71
<b>17A</b>	weekly	\$1,086.02	\$1,129.15	\$1,174.69	\$1,221.66	\$1,270.50	\$1,321.36	\$1,373.59	\$1,429.08
	annually	\$56,473.29	\$58,715.61	\$61,083.63	\$63,526.27	\$66,092.12	\$68,710.78	\$71,426.71	\$74,312.17

**Schedule A**  
**Effective FPP October 2017**  
**2% Increase**

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
<b>18</b>	weekly	\$1,174.69	\$1,221.66	\$1,270.50	\$1,321.36	\$1,373.59	\$1,429.16	\$1,486.33	\$1,545.78
	annually	\$61,083.63	\$63,526.27	\$66,066.22	\$68,710.78	\$71,426.71	\$74,316.18	\$77,289.19	\$80,380.59
<b>18A</b>	weekly	\$1,221.66	\$1,270.50	\$1,321.36	\$1,373.59	\$1,429.16	\$1,486.33	\$1,545.78	\$1,607.62
	annually	\$63,526.27	\$66,066.22	\$68,710.78	\$71,426.71	\$74,316.18	\$77,289.19	\$80,380.59	\$83,596.07
<b>19</b>	weekly	\$1,270.50	\$1,321.36	\$1,373.59	\$1,429.16	\$1,486.33	\$1,545.78	\$1,607.62	\$1,671.95
	annually	\$66,066.22	\$68,710.78	\$71,426.71	\$74,316.18	\$77,289.19	\$80,380.59	\$83,596.07	\$86,941.31
<b>19A</b>	weekly	\$1,321.36	\$1,373.59	\$1,429.16	\$1,486.33	\$1,545.78	\$1,607.62	\$1,671.95	\$1,738.79
	annually	\$68,710.78	\$71,426.71	\$74,316.18	\$77,289.19	\$80,380.59	\$83,596.07	\$86,941.31	\$90,417.12
<b>20</b>	weekly	\$1,373.59	\$1,429.16	\$1,486.33	\$1,545.78	\$1,607.62	\$1,671.95	\$1,738.79	\$1,808.36
	annually	\$71,426.71	\$74,316.18	\$77,289.19	\$80,380.59	\$83,596.07	\$86,941.31	\$90,417.12	\$94,034.84
<b>20A</b>	weekly	\$1,429.16	\$1,486.33	\$1,545.78	\$1,607.62	\$1,671.95	\$1,738.79	\$1,808.36	\$1,880.66
	annually	\$74,316.18	\$77,289.19	\$80,380.59	\$83,596.07	\$86,941.31	\$90,417.12	\$94,034.84	\$97,794.49
<b>21</b>	weekly	\$1,486.33	\$1,545.78	\$1,607.62	\$1,671.95	\$1,738.79	\$1,808.36	\$1,880.66	\$1,955.93
	annually	\$77,289.19	\$80,380.59	\$83,596.07	\$86,941.31	\$90,417.12	\$94,034.84	\$97,794.49	\$101,708.21
<b>21A</b>	weekly	\$1,545.78	\$1,607.62	\$1,671.95	\$1,738.79	\$1,808.36	\$1,880.66	\$1,955.93	\$2,034.14
	annually	\$80,380.59	\$83,596.07	\$86,941.31	\$90,417.12	\$94,034.84	\$97,794.49	\$101,708.21	\$105,775.21
<b>22</b>	weekly	\$1,607.62	\$1,671.95	\$1,738.79	\$1,808.36	\$1,880.66	\$1,955.93	\$2,034.14	\$2,115.50
	annually	\$83,596.07	\$86,941.31	\$90,417.12	\$94,034.84	\$97,794.49	\$101,708.21	\$105,775.21	\$110,006.03
<b>22A</b>	weekly	\$1,671.95	\$1,738.79	\$1,808.36	\$1,880.66	\$1,955.93	\$2,034.14	\$2,115.50	\$2,200.11
	annually	\$86,941.31	\$90,417.12	\$94,034.84	\$97,794.49	\$101,708.21	\$105,775.21	\$110,006.03	\$114,405.52

**Schedule A**

**Effective FPP October 2018**

**2% Increase**

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	
<b>5</b>	weekly	\$546.83	\$568.69	\$591.47	\$615.11	\$639.72	\$665.30	\$691.91	\$719.59	\$748.65	\$756.14
	annually	\$28,435.33	\$29,571.90	\$30,756.42	\$31,985.62	\$33,265.28	\$34,595.39	\$35,979.27	\$37,418.58	\$38,929.84	\$39,319.14
<b>5L</b>	weekly			\$591.47	\$615.11	\$639.72	\$676.86	\$691.91	\$719.59	\$748.65	\$756.14
	annually			\$30,756.42	\$31,985.62	\$33,265.28	\$35,196.68	\$35,979.27	\$37,418.58	\$38,929.84	\$39,319.14
<b>6</b>	weekly	\$568.69	\$591.47	\$615.11	\$639.72	\$665.30	\$691.91	\$719.59	\$748.40	\$778.64	\$786.43
	annually	\$29,571.90	\$30,756.42	\$31,985.62	\$33,265.28	\$34,595.39	\$35,979.27	\$37,418.58	\$38,916.62	\$40,489.25	\$40,894.14
<b>6L</b>	weekly			\$615.11	\$639.72	\$665.30	\$691.91	\$719.59	\$748.40	\$778.64	\$786.43
	annually			\$31,985.62	\$33,265.28	\$34,595.39	\$35,979.27	\$37,418.58	\$38,916.62	\$40,489.25	\$40,894.14
<b>7</b>	weekly	\$591.47	\$615.11	\$639.72	\$665.30	\$691.91	\$719.59	\$748.40	\$778.30	\$809.74	\$817.83
	annually	\$30,756.42	\$31,985.62	\$33,265.28	\$34,595.39	\$35,979.27	\$37,418.58	\$38,916.62	\$40,471.72	\$42,106.30	\$42,527.36
<b>7L</b>	weekly			\$639.72	\$665.30	\$691.91	\$719.59	\$748.40	\$778.30	\$809.74	\$817.83
	annually			\$33,265.28	\$34,595.39	\$35,979.27	\$37,418.58	\$38,916.62	\$40,471.72	\$42,106.30	\$42,527.36
<b>8</b>	weekly	\$615.11	\$639.72	\$665.30	\$691.91	\$719.59	\$748.40	\$778.30	\$809.42	\$842.11	\$850.53
	annually	\$31,985.95	\$33,265.27	\$34,595.39	\$35,979.45	\$37,418.58	\$38,916.62	\$40,471.72	\$42,089.70	\$43,789.73	\$44,227.63
<b>8L</b>	weekly			\$665.30	\$691.91	\$719.59	\$748.40	\$778.30	\$809.42	\$842.11	\$850.53
	annually			\$34,595.39	\$35,979.27	\$37,418.58	\$38,916.62	\$40,471.72	\$42,089.70	\$43,789.73	\$44,227.63
<b>9</b>	weekly	\$639.72	\$665.30	\$691.91	\$719.59	\$748.40	\$778.30	\$809.42	\$841.80	\$875.83	\$884.58
	annually	\$33,265.28	\$34,595.39	\$35,979.27	\$37,418.58	\$38,916.62	\$40,471.72	\$42,089.70	\$43,773.85	\$45,542.93	\$45,998.36
<b>9L</b>	weekly			\$691.91	\$719.59	\$748.40	\$778.30	\$809.42	\$841.80	\$875.83	\$884.58
	annually			\$35,979.27	\$37,418.58	\$38,916.62	\$40,471.72	\$42,089.70	\$43,773.85	\$45,542.93	\$45,998.36
<b>10</b>	weekly	\$665.30	\$691.91	\$719.59	\$748.40	\$778.30	\$809.42	\$841.80	\$875.46	\$910.84	\$919.94
	annually	\$34,595.39	\$35,979.27	\$37,418.58	\$38,916.62	\$40,471.72	\$42,089.70	\$43,773.85	\$45,524.17	\$47,363.50	\$47,837.13
<b>10L</b>	weekly			\$719.59	\$748.40	\$778.30	\$809.42	\$841.80	\$875.46	\$910.84	\$919.94
	annually			\$37,418.58	\$38,916.62	\$40,471.72	\$42,089.70	\$43,773.85	\$45,524.17	\$47,363.50	\$47,837.13
<b>11</b>	weekly	\$691.91	\$719.59	\$748.40	\$778.30	\$809.42	\$841.80	\$875.46	\$910.51	\$947.29	\$956.76
	annually	\$35,979.27	\$37,418.58	\$38,916.62	\$40,471.72	\$42,089.70	\$43,773.85	\$45,524.17	\$47,346.47	\$49,259.01	\$49,751.60

**Schedule A**  
**Effective FPP October 2018**  
**2% Increase**

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>
<b>11L</b>	weekly		\$748.40	\$778.30	\$809.42	\$841.80	\$875.46	\$910.51	\$947.29	\$956.76
	annually		\$38,916.62	\$40,471.72	\$42,089.70	\$43,773.85	\$45,524.17	\$47,346.47	\$49,259.01	\$49,751.60
<b>12</b>	weekly	\$719.59	\$748.40	\$778.30	\$809.42	\$841.80	\$875.46	\$910.51	\$946.94	\$985.20
	annually	\$37,418.58	\$38,916.62	\$40,471.72	\$42,089.70	\$43,773.85	\$45,524.17	\$47,346.47	\$49,240.73	\$51,230.22
<b>12L</b>	weekly		\$778.30	\$809.42	\$841.80	\$875.46	\$910.51	\$946.94	\$985.20	\$995.05
	annually		\$40,471.72	\$42,089.70	\$43,773.85	\$45,524.17	\$47,346.47	\$49,240.73	\$51,230.22	\$51,742.52
<b>13</b>	weekly	\$748.40	\$778.30	\$809.42	\$841.80	\$875.46	\$910.51	\$946.94	\$984.80	\$1,024.59
	annually	\$38,916.62	\$40,471.72	\$42,089.70	\$43,773.85	\$45,524.17	\$47,346.47	\$49,240.73	\$51,209.43	\$53,278.64
<b>13A</b>	weekly	\$778.30	\$809.42	\$841.80	\$875.46	\$910.51	\$946.94	\$984.80	\$1,024.20	\$1,065.58
	annually	\$40,471.72	\$42,089.70	\$43,773.85	\$45,524.17	\$47,346.47	\$49,240.73	\$51,209.43	\$53,258.37	\$55,410.33
<b>14</b>	weekly	\$809.42	\$841.80	\$875.46	\$910.51	\$946.94	\$984.80	\$1,024.20	\$1,065.16	\$1,108.19
	annually	\$42,089.70	\$43,773.85	\$45,524.17	\$47,346.47	\$49,240.73	\$51,209.43	\$53,258.37	\$55,388.37	\$57,626.05
<b>14A</b>	weekly	\$841.80	\$875.46	\$910.51	\$946.94	\$984.80	\$1,024.20	\$1,065.16	\$1,107.75	\$1,152.51
	annually	\$43,773.85	\$45,524.17	\$47,346.47	\$49,240.73	\$51,209.43	\$53,258.37	\$55,388.37	\$57,602.76	\$60,529.63
<b>15</b>	weekly	\$910.51	\$946.94	\$984.80	\$1,024.20	\$1,065.16	\$1,107.75	\$1,151.73	\$1,198.18	\$1,246.58
	annually	\$47,346.47	\$49,240.73	\$51,209.43	\$53,258.37	\$55,388.37	\$57,602.76	\$59,889.92	\$62,305.30	\$64,822.02
<b>15A</b>	weekly	\$946.94	\$984.80	\$1,024.20	\$1,065.16	\$1,107.75	\$1,151.73	\$1,198.18	\$1,246.09	\$1,309.39
	annually	\$49,240.73	\$51,209.43	\$53,258.37	\$55,388.37	\$57,602.76	\$59,889.92	\$62,305.30	\$64,796.79	\$67,413.96
<b>16</b>	weekly	\$984.80	\$1,024.20	\$1,065.16	\$1,107.75	\$1,151.73	\$1,198.18	\$1,246.09	\$1,295.91	\$1,348.28
	annually	\$51,209.43	\$53,258.37	\$55,388.37	\$57,602.76	\$59,889.92	\$62,305.30	\$64,796.79	\$67,387.54	\$70,110.37
<b>16A</b>	weekly	\$1,024.20	\$1,065.16	\$1,107.75	\$1,151.73	\$1,198.18	\$1,246.09	\$1,295.91	\$1,347.79	\$1,402.24
	annually	\$53,258.37	\$55,388.37	\$57,602.76	\$59,889.92	\$62,305.30	\$64,796.79	\$67,387.54	\$70,084.99	\$72,916.54
<b>17</b>	weekly	\$1,065.16	\$1,107.75	\$1,151.73	\$1,198.18	\$1,246.09	\$1,295.91	\$1,347.79	\$1,401.06	\$1,457.66
	annually	\$55,388.37	\$57,602.76	\$59,889.92	\$62,305.30	\$64,796.79	\$67,387.54	\$70,084.99	\$72,855.24	\$75,798.42
<b>17A</b>	weekly	\$1,107.75	\$1,151.73	\$1,198.18	\$1,246.09	\$1,295.91	\$1,347.79	\$1,401.06	\$1,457.74	\$1,516.65
	annually	\$57,602.76	\$59,889.92	\$62,305.30	\$64,796.79	\$67,387.54	\$70,084.99	\$72,855.24	\$75,802.51	\$78,865.75

**Schedule A**  
**Effective FPP October 2018**

**2% Increase**

<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>	
<b>18</b>	weekly	\$1,198.18	\$1,246.09	\$1,295.91	\$1,347.79	\$1,401.06	\$1,457.74	\$1,516.06	\$1,576.70	\$1,640.39	\$1,656.79
	annually	\$62,305.30	\$64,796.79	\$67,387.54	\$70,084.99	\$72,855.24	\$75,802.51	\$78,834.97	\$81,988.20	\$85,300.18	\$86,153.18
<b>18A</b>	weekly	\$1,246.09	\$1,295.91	\$1,347.79	\$1,401.06	\$1,457.74	\$1,516.06	\$1,576.70	\$1,639.77	\$1,706.03	\$1,723.09
	annually	\$64,796.79	\$67,387.54	\$70,084.99	\$72,855.24	\$75,802.51	\$78,834.97	\$81,988.20	\$85,268.00	\$88,713.46	\$89,600.60
<b>19</b>	weekly	\$1,295.91	\$1,347.79	\$1,401.06	\$1,457.74	\$1,516.06	\$1,576.70	\$1,639.77	\$1,705.39	\$1,774.27	\$1,792.02
	annually	\$67,387.54	\$70,084.99	\$72,855.24	\$75,802.51	\$78,834.97	\$81,988.20	\$85,268.00	\$88,680.14	\$92,262.25	\$93,184.87
<b>19A</b>	weekly	\$1,347.79	\$1,401.06	\$1,457.74	\$1,516.06	\$1,576.70	\$1,639.77	\$1,705.39	\$1,773.57	\$1,845.23	\$1,863.68
	annually	\$70,084.99	\$72,855.24	\$75,802.51	\$78,834.97	\$81,988.20	\$85,268.00	\$88,680.14	\$92,225.46	\$95,951.75	\$96,911.27
<b>20</b>	weekly	\$1,401.06	\$1,457.74	\$1,516.06	\$1,576.70	\$1,639.77	\$1,705.39	\$1,773.57	\$1,844.53	\$1,919.05	\$1,938.24
	annually	\$72,855.24	\$75,802.51	\$78,834.97	\$81,988.20	\$85,268.00	\$88,680.14	\$92,225.46	\$95,915.54	\$99,790.54	\$100,788.44
<b>20A</b>	weekly	\$1,457.74	\$1,516.06	\$1,576.70	\$1,639.77	\$1,705.39	\$1,773.57	\$1,844.53	\$1,918.28	\$1,995.78	\$2,015.74
	annually	\$75,802.51	\$78,834.97	\$81,988.20	\$85,268.00	\$88,680.14	\$92,225.46	\$95,915.54	\$99,750.38	\$103,780.64	\$104,818.44
<b>21</b>	weekly	\$1,516.06	\$1,576.70	\$1,639.77	\$1,705.39	\$1,773.57	\$1,844.53	\$1,918.28	\$1,995.05	\$2,075.64	\$2,096.40
	annually	\$78,834.97	\$81,988.20	\$85,268.00	\$88,680.14	\$92,225.46	\$95,915.54	\$99,750.38	\$103,742.38	\$107,933.51	\$109,012.84
<b>21A</b>	weekly	\$1,576.70	\$1,639.77	\$1,705.39	\$1,773.57	\$1,844.53	\$1,918.28	\$1,995.05	\$2,074.82	\$2,158.65	\$2,180.24
	annually	\$81,988.20	\$85,268.00	\$88,680.14	\$92,225.46	\$95,915.54	\$99,750.38	\$103,742.38	\$107,890.72	\$112,249.88	\$113,372.38
<b>22</b>	weekly	\$1,639.77	\$1,705.39	\$1,773.57	\$1,844.53	\$1,918.28	\$1,995.05	\$2,074.82	\$2,157.81	\$2,244.98	\$2,267.43
	annually	\$85,268.00	\$88,680.14	\$92,225.46	\$95,915.54	\$99,750.38	\$103,742.38	\$107,890.72	\$112,206.15	\$116,738.85	\$117,906.23
<b>22A</b>	weekly	\$1,705.39	\$1,773.57	\$1,844.53	\$1,918.28	\$1,995.05	\$2,074.82	\$2,157.81	\$2,244.11	\$2,334.77	\$2,358.12
	annually	\$88,680.14	\$92,225.46	\$95,915.54	\$99,750.38	\$103,742.38	\$107,890.72	\$112,206.15	\$116,693.63	\$121,407.98	\$122,622.06



**Schedule A**  
**Effective FPP October 2019**  
**2% Increase**

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
5	weekly	\$557.77	\$580.06	\$603.30	\$627.41	\$652.51	\$678.60	\$733.98	\$763.62	\$771.26	\$778.97
	annually	\$29,004.04	\$30,163.33	\$31,371.55	\$32,625.34	\$33,930.58	\$35,287.30	\$38,166.95	\$39,708.44	\$40,105.53	\$40,506.58
5L	weekly			\$603.30	\$627.41	\$652.51	\$690.40	\$733.98	\$763.62	\$771.26	\$778.97
	annually			\$31,371.55	\$32,625.34	\$33,930.58	\$35,900.61	\$38,166.95	\$39,708.44	\$40,105.53	\$40,506.58
6	weekly	\$580.06	\$603.30	\$627.41	\$652.51	\$678.60	\$705.75	\$733.98	\$794.21	\$802.15	\$810.18
	annually	\$30,163.33	\$31,371.55	\$32,625.34	\$33,930.58	\$35,287.30	\$36,698.86	\$38,166.95	\$41,299.03	\$41,712.02	\$42,129.14
6L	weekly			\$627.41	\$652.51	\$678.60	\$705.75	\$733.98	\$794.21	\$802.15	\$810.18
	annually			\$32,625.34	\$33,930.58	\$35,287.30	\$36,698.86	\$38,166.95	\$41,299.03	\$41,712.02	\$42,129.14
7	weekly	\$603.30	\$627.41	\$652.51	\$678.60	\$705.75	\$733.98	\$793.87	\$825.93	\$834.19	\$842.53
	annually	\$31,371.55	\$32,625.34	\$33,930.58	\$35,287.30	\$36,698.86	\$38,166.95	\$41,281.16	\$42,948.42	\$43,377.91	\$43,811.69
7L	weekly			\$652.51	\$678.60	\$705.75	\$733.98	\$793.87	\$825.93	\$834.19	\$842.53
	annually			\$33,930.58	\$35,287.30	\$36,698.86	\$38,166.95	\$41,281.16	\$42,948.42	\$43,377.91	\$43,811.69
8	weekly	\$627.42	\$652.51	\$678.60	\$705.75	\$733.98	\$763.36	\$825.61	\$858.95	\$867.54	\$876.22
	annually	\$32,625.67	\$33,930.57	\$35,287.30	\$36,699.04	\$38,166.95	\$39,694.95	\$41,281.16	\$44,665.53	\$45,112.18	\$45,563.31
8L	weekly			\$678.60	\$705.75	\$733.98	\$763.36	\$825.61	\$858.95	\$867.54	\$876.22
	annually			\$35,287.30	\$36,698.86	\$38,166.95	\$39,694.95	\$42,931.49	\$44,665.53	\$45,112.18	\$45,563.31
9	weekly	\$652.51	\$678.60	\$705.75	\$733.98	\$763.36	\$825.61	\$858.64	\$893.34	\$902.28	\$911.30
	annually	\$33,930.58	\$35,287.30	\$36,698.86	\$38,166.95	\$39,694.95	\$41,281.16	\$44,649.33	\$46,453.79	\$46,918.33	\$47,387.51
9L	weekly			\$705.75	\$733.98	\$763.36	\$793.87	\$858.64	\$893.34	\$902.28	\$911.30
	annually			\$36,698.86	\$38,166.95	\$39,694.95	\$41,281.16	\$44,649.33	\$46,453.79	\$46,918.33	\$47,387.51
10	weekly	\$678.60	\$705.75	\$733.98	\$763.36	\$793.87	\$825.61	\$892.97	\$929.05	\$938.34	\$947.73
	annually	\$35,287.30	\$36,698.86	\$38,166.95	\$39,694.95	\$41,281.16	\$42,931.49	\$46,434.66	\$48,310.77	\$48,793.87	\$49,281.81
10L	weekly			\$733.98	\$763.36	\$793.87	\$825.61	\$892.97	\$929.05	\$938.34	\$947.73
	annually			\$38,166.95	\$39,694.95	\$41,281.16	\$42,931.49	\$46,434.66	\$48,310.77	\$48,793.87	\$49,281.81
11	weekly	\$705.75	\$733.98	\$763.36	\$793.87	\$825.61	\$858.64	\$928.72	\$966.23	\$975.90	\$985.66
	annually	\$36,698.86	\$38,166.95	\$39,694.95	\$41,281.16	\$42,931.49	\$44,649.33	\$48,293.40	\$50,244.19	\$50,746.63	\$51,254.10

**Schedule A**  
**Effective FPP October 2019**  
**2% Increase**

<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>	<b>Step 11</b>
<b>11L</b>	weekly			\$793.87	\$825.61	\$858.64	\$892.97	\$928.72	\$966.23	\$975.90	\$985.66
	annually			\$41,281.16	\$42,931.49	\$44,649.33	\$46,434.66	\$48,293.40	\$50,244.19	\$50,746.63	\$51,254.10
<b>12</b>	weekly	\$733.98	\$763.36	\$793.87	\$825.61	\$858.64	\$892.97	\$928.72	\$965.88	\$1,014.95	\$1,025.10
	annually	\$38,166.95	\$39,694.95	\$41,281.16	\$42,931.49	\$44,649.33	\$46,434.66	\$48,293.40	\$50,225.55	\$52,254.82	\$53,305.15
<b>12L</b>	weekly			\$793.87	\$825.61	\$858.64	\$892.97	\$928.72	\$965.88	\$1,014.95	\$1,025.10
	annually			\$41,281.16	\$42,931.49	\$44,649.33	\$46,434.66	\$48,293.40	\$50,225.55	\$52,254.82	\$53,305.15
<b>13</b>	weekly	\$763.36	\$793.87	\$825.61	\$858.64	\$892.97	\$928.72	\$965.88	\$1,045.08	\$1,055.53	\$1,066.09
	annually	\$39,694.95	\$41,281.16	\$42,931.49	\$44,649.33	\$46,434.66	\$48,293.40	\$50,225.55	\$54,344.21	\$54,887.65	\$55,436.53
<b>13A</b>	weekly	\$793.87	\$825.61	\$858.64	\$892.97	\$928.72	\$965.88	\$1,044.68	\$1,086.89	\$1,097.76	\$1,108.74
	annually	\$41,281.16	\$42,931.49	\$44,649.33	\$46,434.66	\$48,293.40	\$50,225.55	\$54,323.54	\$56,518.54	\$57,083.72	\$57,654.56
<b>14</b>	weekly	\$825.61	\$858.64	\$892.97	\$928.72	\$965.88	\$1,044.68	\$1,086.46	\$1,130.36	\$1,141.66	\$1,153.08
	annually	\$42,931.49	\$44,649.33	\$46,434.66	\$48,293.40	\$50,225.55	\$52,233.62	\$54,323.54	\$58,778.57	\$59,366.36	\$59,960.02
<b>14A</b>	weekly	\$858.64	\$892.97	\$928.72	\$965.88	\$1,044.68	\$1,086.46	\$1,129.90	\$1,175.56	\$1,187.31	\$1,199.19
	annually	\$44,649.33	\$46,434.66	\$48,293.40	\$50,225.55	\$54,323.54	\$56,496.14	\$58,754.81	\$61,128.94	\$61,740.23	\$62,357.63
<b>15</b>	weekly	\$928.72	\$965.88	\$1,004.49	\$1,044.68	\$1,129.90	\$1,174.76	\$1,222.14	\$1,271.51	\$1,284.22	\$1,297.07
	annually	\$48,293.40	\$50,225.55	\$52,233.62	\$54,323.54	\$58,754.81	\$61,087.72	\$63,551.41	\$66,118.46	\$66,779.65	\$67,447.44
<b>15A</b>	weekly	\$965.88	\$1,004.49	\$1,044.68	\$1,086.46	\$1,174.76	\$1,222.14	\$1,271.01	\$1,322.35	\$1,335.57	\$1,348.93
	annually	\$50,225.55	\$52,233.62	\$54,323.54	\$56,496.14	\$58,754.81	\$61,087.72	\$63,551.41	\$66,762.24	\$69,449.86	\$70,144.36
<b>16</b>	weekly	\$1,004.49	\$1,044.68	\$1,086.46	\$1,129.90	\$1,222.14	\$1,271.01	\$1,321.83	\$1,375.24	\$1,388.99	\$1,402.88
	annually	\$52,233.62	\$54,323.54	\$56,496.14	\$58,754.81	\$63,551.41	\$66,092.73	\$68,735.29	\$71,512.58	\$72,227.70	\$72,949.98
<b>16A</b>	weekly	\$1,044.68	\$1,086.46	\$1,129.90	\$1,174.76	\$1,271.01	\$1,321.83	\$1,374.74	\$1,430.29	\$1,444.59	\$1,459.03
	annually	\$54,323.54	\$56,496.14	\$58,754.81	\$61,087.72	\$63,551.41	\$66,092.73	\$68,735.29	\$74,374.87	\$75,118.62	\$75,869.81
<b>17</b>	weekly	\$1,086.46	\$1,129.90	\$1,174.76	\$1,222.14	\$1,321.83	\$1,374.74	\$1,429.08	\$1,486.82	\$1,501.68	\$1,516.70
	annually	\$56,496.14	\$58,754.81	\$61,087.72	\$63,551.41	\$66,092.73	\$68,735.29	\$74,312.35	\$77,314.38	\$78,087.53	\$78,868.40
<b>17A</b>	weekly	\$1,129.90	\$1,174.76	\$1,222.14	\$1,271.01	\$1,374.74	\$1,429.08	\$1,486.90	\$1,546.98	\$1,562.45	\$1,578.08
	annually	\$58,754.81	\$61,087.72	\$63,551.41	\$66,092.73	\$68,735.29	\$71,486.69	\$74,312.35	\$80,443.06	\$81,247.50	\$82,059.97

**Schedule A**  
**Effective FPP October 2019**  
**2% Increase**

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
<b>18</b>	weekly	\$1,222.14	\$1,271.01	\$1,321.83	\$1,374.74	\$1,429.08	\$1,546.38	\$1,608.23	\$1,673.20	\$1,689.93	\$1,706.83
	annually	\$63,551.41	\$66,092.73	\$68,735.29	\$71,486.69	\$74,312.35	\$77,318.56	\$83,627.97	\$87,006.18	\$87,876.24	\$88,755.01
<b>18A</b>	weekly	\$1,271.01	\$1,321.83	\$1,374.74	\$1,429.08	\$1,546.38	\$1,608.23	\$1,672.56	\$1,740.15	\$1,757.55	\$1,775.13
	annually	\$66,092.73	\$68,735.29	\$71,486.69	\$74,312.35	\$77,318.56	\$80,411.67	\$86,973.36	\$90,487.73	\$91,392.61	\$92,306.54
<b>19</b>	weekly	\$1,321.83	\$1,374.74	\$1,429.08	\$1,486.90	\$1,546.38	\$1,672.56	\$1,739.50	\$1,809.76	\$1,827.86	\$1,846.14
	annually	\$68,735.29	\$71,486.69	\$74,312.35	\$77,318.56	\$80,411.67	\$86,973.36	\$90,453.74	\$94,107.49	\$95,048.57	\$95,999.05
<b>19A</b>	weekly	\$1,374.74	\$1,429.08	\$1,486.90	\$1,546.38	\$1,672.56	\$1,739.50	\$1,809.04	\$1,882.13	\$1,900.95	\$1,919.96
	annually	\$71,486.69	\$74,312.35	\$77,318.56	\$80,411.67	\$83,627.97	\$86,973.36	\$94,069.97	\$97,870.79	\$98,849.50	\$99,837.99
<b>20</b>	weekly	\$1,429.08	\$1,486.90	\$1,546.38	\$1,608.23	\$1,739.50	\$1,809.04	\$1,881.42	\$1,957.43	\$1,977.00	\$1,996.77
	annually	\$74,312.35	\$77,318.56	\$80,411.67	\$83,627.97	\$86,973.36	\$90,453.74	\$97,833.85	\$101,786.35	\$102,804.21	\$103,832.25
<b>20A</b>	weekly	\$1,486.90	\$1,546.38	\$1,608.23	\$1,672.56	\$1,809.04	\$1,881.42	\$1,956.64	\$2,035.70	\$2,056.05	\$2,076.61
	annually	\$77,318.56	\$80,411.67	\$83,627.97	\$86,973.36	\$90,453.74	\$94,069.97	\$101,745.39	\$105,856.25	\$106,914.81	\$107,983.96
<b>21</b>	weekly	\$1,546.38	\$1,608.23	\$1,672.56	\$1,739.50	\$1,881.42	\$1,956.64	\$2,034.95	\$2,117.16	\$2,138.33	\$2,159.71
	annually	\$80,411.67	\$83,627.97	\$86,973.36	\$90,453.74	\$94,069.97	\$97,833.85	\$105,817.22	\$110,092.18	\$111,193.10	\$112,305.03
<b>21A</b>	weekly	\$1,608.23	\$1,672.56	\$1,739.50	\$1,809.04	\$1,956.64	\$2,034.95	\$2,116.32	\$2,201.82	\$2,223.84	\$2,246.08
	annually	\$83,627.97	\$86,973.36	\$90,453.74	\$94,069.97	\$97,833.85	\$101,745.39	\$105,817.22	\$114,494.87	\$115,639.82	\$116,796.22
<b>22</b>	weekly	\$1,672.56	\$1,739.50	\$1,809.04	\$1,881.42	\$2,034.95	\$2,116.32	\$2,200.97	\$2,289.88	\$2,312.78	\$2,335.90
	annually	\$86,973.36	\$90,453.74	\$94,069.97	\$97,833.85	\$101,745.39	\$105,817.22	\$114,450.27	\$119,073.62	\$120,264.36	\$121,467.00
<b>22A</b>	weekly	\$1,739.50	\$1,809.04	\$1,881.42	\$1,956.64	\$2,116.32	\$2,200.97	\$2,288.99	\$2,381.46	\$2,405.28	\$2,429.33
	annually	\$90,453.74	\$94,069.97	\$97,833.85	\$101,745.39	\$105,817.22	\$114,450.27	\$119,027.50	\$123,836.14	\$125,074.50	\$126,325.24

## GENERIC "A" SCALE TITLES

Maintenance Mechanic Foreman  
Assistant Superintendent of Highway Maintenance  
Assistant Supervisor of Parking Enforcement  
Senior Traffic Engineer  
Principal Traffic Engineer  
Junior Traffic Engineer  
Assistant Assessor  
General Foreman  
Supervisor of Auto Service and Safety  
Supervisor of Stadium Custodians  
Supervisor of Recreation Equipment  
Supervisor of Cemeteries  
Principal Electrical Engineer  
Senior Civil Engineer  
Junior Civil Engineer  
Assistant Superintendent of Horticulture  
Senior Building Supervisor  
Building Inspector  
Senior Building Inspector  
Chief Claims Investigator  
Senior Claims Investigator  
Chief Deputy Sealer  
Deputy Sealer  
Animal Control Officer  
Rodent Control Inspector  
Senior Engineering Aide  
Junior Assessing Draftsman  
Junior Electrical Engineer  
Junior Inspectional Engineer  
Junior Structural & Safety Engineer  
Assistant Civil Engineer  
Assistant Electrical Engineer  
Assistant Inspectional Engineer  
Assistant Structural & Safety Engineer  
Assistant Traffic Engineer  
Senior Assessing Draftsman  
Assistant Director of Assessing Plan Maintenance  
Senior Electrical Engineer  
Senior Inspectional Engineer  
Senior Structural & Safety Engineer  
Principal Civil Engineer  
Principal Inspectional Engineer  
Principal Structural & Safety Engineer  
Senior Research Analyst  
Senior Traffic Maintenance Man (Sign Fabrication)  
Assistant Traffic Signal Supervisor

Section 2. Night Shift. Effective the FPP after ratification of this Agreement and continuing thereafter, whenever in the course of his/her regular service an employee works a night shift,

he/she shall be paid a night shift differential of forty dollars (\$40.00) per week in addition to his/her regular pay.

The term "night shift" shall mean a regular work shift four (4) or more hours of which occur between 7:00 P.M. on one day and 8:00 A.M. on the next succeeding day, except that in the Parks and Recreation Department it shall mean a regular work shift four (4) or more hours of which occur between 6:00 P.M. on one day and 8:00 A.M. on the next succeeding day.

Section 3. Mileage. Effective upon the execution of the Agreement and continuing thereafter, mileage allowance shall be thirty cents (\$.30) per mile

Section 4. Specialty Differential. An employee employed in a position listed below shall receive, as his/her regular rate of compensation, the sum of fifteen dollars (\$15.00) plus the rate of compensation otherwise provided by Schedule B of the 1963 Plan, as amended:

Position

Animal Control Officer  
Assistant Supervisor of Animal Control  
Supervisor of Animal Control  
Boiler Maintenance Man  
Building Maintenance Man  
Building Maintenance Foreman  
Carpenter and Ladder Maker  
Code Enforcement Officer  
Code Enforcement Sergeant  
Code Enforcement Captain  
Electrical Equipment Repairman  
Electrician  
Electrician Foreman  
Fire Apparatus Repairman  
Gas Lamp Repairman  
General Foreman, Motor Equipment Repair (Boston Fire Dept.)  
Heavy Motor Equipment Repairman  
Junior Materials Testing Technician  
Maintenance Mechanic (all trades; Carpenter, Welder, Lighting Service Repairman, Painter,  
Senior Highway Maintenance Craftsman, Millwright, etc  
Maintenance Mechanic Foreman  
General Maintenance Mechanic Foreman  
Maintenance Mechanic Helper  
Motor Equipment Maintenance Man  
Motor Equipment Repairman  
Parking Meter Repair Foreman  
Parking Meter Repair Man  
Paver  
Senior Building Maintenance Mechanic  
Senior Radio Communications Technician  
Senior Sign Painter and Letterer  
Senior Traffic Signal Repairman  
Social Worker Supervisor (Assessing)  
Leather and Canvas Worker  
Assistant Traffic Sign Supervisor

Bridge Construction Inspector  
Building Maintenance Supervisor  
Cemetery Foreman  
General Construction Inspector  
Highway Construction Inspector  
Highway Maintenance Foreman  
Highway Maintenance Inspector  
Motor Equipment Repair Foreman  
Park Maintenance Foreman  
Sanitation Foreman  
Sanitation Inspector  
Sewage Treatment Plant  
Street Lighting Construction Inspector  
Street Lighting Inspector  
Traffic Signal Inspector  
Traffic Signal Repair Foreman  
Tree Maintenance Foreman  
Traffic Signal Repair Man  
Senior Traffic Maintenance Person  
Senior Traffic Maintenance Man (Sign Fabrication)  
Tree Climber  
Woodworking Instructor  
Working Foreman Fire Apparatus Repairman  
Working Foreman Maintenance Mechanic (all trades; Carpenter, Welder, Lighting Service  
Repairman, Painter, Senior Highway Maintenance Craftsman, Millwright, etc)  
Working Foreman Motor Equipment Repairman  
Working Foreman Paver  
Working Foreman Traffic Signal Repairman  
Working Foreman Leather and Canvas Worker  
Parking Meter Operations Man I (Person)  
Working Foreman- Traffic Signal Repair Man (test room technician)  
Building and Mechanical Inspector  
Chief Building Inspector  
Environmental Sanitation Inspector  
Health Inspector  
Senior Environmental Sanitation Inspector  
Senior Health Inspector  
Deputy Sealer of Weights and Measures  
Vehicle Impound Specialist I, II, III  
General Foreman  
Animal Room Attendant  
First Assistant Drawtender  
Drawtender  
Dog Officer (Animal Control Officer)  
Gardener  
Greenhouse Gardener  
Gravedigger  
Head Storekeeper  
Park Keeper  
Parking Meter Operations Foreperson  
Senior Parking Meter Supervisor I

Parking Meter Supervisor I  
Plumbing Inspector  
Principal Storekeeper  
Senior Dog Officer (Animal Control Officer)  
Store Control Supervisor  
All bargaining unit titles in the Field Survey Section, Engineering Division, PWD

Section 5. Compensation Grade Appeal. The City and Union shall create a joint Compensation Grade Appeal Committee (Committee) comprised of up to two (2) individuals designated by the Union and up to two (2) individuals designated by the City. The Committee shall meet periodically in order to review a claim by the Union that certain position(s) should receive a compensation upgrade. The Committee may ensure that a job audit is completed as part of its review.

The Union agrees that any position for which an appeal is made was properly graded on the effective date of this Agreement. In considering an appeal, the Committee shall not examine changes in the job content in the position for which the appeal is claimed that occurred prior to the effective date of this Agreement. Rather, the review shall be restricted to a review on the issue of whether, after the effective date of this Agreement, there was a fundamental and substantial change in the job content of such position that could have the effect of changing its compensation grade. Further, the review shall not consider perceived changes in job duties related to new technology, state or federal mandates, and/or increases in the volume of work or duties.

At the completion of its review, the Committee shall issue a non-binding recommendation to the City relative to the claim. The Union has the right to file and advance a grievance filed over the outcome of such recommendation under and in conformance with Article 7 of this Agreement except that in no event shall such grievance be subject to arbitration without the written agreement of the City of Boston's Office of Labor Relations.

In the event that the Committee unanimously recommends an upgrade, written agreement from the Office of Labor Relations shall not be withheld. Such arbitration shall be a de novo proceeding based on the standards set forth in paragraph two (2) of this section. In such arbitration, the Committee's recommendation and deliberations are not admissible. Furthermore, the arbitrator shall draw no inferences or base any findings on the fact that the dispute is before him/her.

The following pending Compensation Grade Appeals (CGAs) shall survive the effective date(s) of the Agreement: (see side letter with list of cases, on file with AFSCME and City)

Section 6. No money shall be paid under this Agreement unless and until the funds necessary to implement this Agreement have been appropriated.

Section 7. An employee with not less than one (1) year of service who is not a permanent employee shall be advanced to the step next higher in his/her pay grade, and thereafter shall automatically advance to the next higher step, if any, unless within the one (1) year period prior thereto, he/she failed a Civil Service examination without reasonable cause. An employee who on January 1 has less than one (1) year of service or who is hired thereafter shall receive step rates under this provision except that his/her anniversary date shall be his/her date of hire.

Step increases are to be effective at the start of the first full pay period of the month in which the

employee was hired (or promoted or upgraded).

Section 8. Promotional Raises. No employee shall lose pay upon promotion (e.g., when promoted from a position to which he/she had been provisionally promoted). A promoted employee shall be treated for salary purposes in accordance with the rules governing the promotion of a permanent employee (i.e., rule 8d of the 1963 Classification and Compensation Plan). (The employee shall be compensated at the rate so specified which is two (2) steps higher than the rate being paid to him/her for regular service in his/her old position or the lowest rate specified for the grade of the new position.)

The parties acknowledge that the twenty (20) year rule in the 1963 Classification and Compensation Plan only applies to promotions: It does not apply to Employees who reach their twenty (20) years in their current position.

Section 9. Health Insurance.

This Section 9 left intentionally blank.

Section 10. Weekend Differential. Effective the FPP after ratification of this Agreement, there shall be a weekend differential of one dollar and twenty-five cents (\$1.25) for all regularly scheduled hours actually worked between the hours of 7:00 a.m. on Saturday and 7:00 a.m. on Monday.

Section 11. The City agrees to implement the new base salary rates within thirty (30) days after the written Agreement has been ratified by the Union, or else interest will accrue at the rate of eight percent (8%) per annum on all amounts due. The City further agrees to pay the retroactive moneys due employees under this Section within sixty (60) days after this written Agreement has been ratified by the Union, or else interest will accrue at the rate of eight percent (8%) per annum on all amounts due.

Section 12. The provisions of Section 18 of Chapter 190, Acts of 1982, are incorporated into this Agreement.

Section 13. Dental/Vision. The City agrees to seek to join the Massachusetts Public Employees Fund in order to effectuate a dental/vision plan for its employees subject to the following terms:

Effective January 1, 2001, the City shall commence contributions, not to exceed \$10.44 per week per employee to the Fund.

Effective July 1, 2001, the dental/vision plan shall be available to employees.

No dispute or claim relative to any and all aspects of the dental/vision plan, including but not necessarily limited to claims related to the Fund's administration of such plan, the level of benefits provided by such plan, and/or any modification(s) to such plan, is subject to Article 7 (Grievance Procedure) of the collective bargaining agreement.

Section 14. Effective the first (1<sup>st</sup>) pay period in July, 2007, increase the CDL Differential from ten dollars (\$10.00) per week to twenty dollars (\$20.00) per week for those employees who have and maintain a CDL license and are in the CDL pool.

Section 15. Direct Deposit. Effective first pay period of January 2008, all members of the bargaining unit shall be required to receive his or her compensation via direct deposit, if such



arrangement has not already been made by the employee prior to that date. Effective no sooner than the first pay period in July 2017, employees will receive electronic pay stubs in lieu of paper paystubs, but will have the option to elect to receive a paper copy.

Section 16. Clothing and Footwear Allowance. Effective upon ratification, and each December thereafter, every employee covered by this Agreement shall receive a clothing/footwear allowance in the amount of two hundred fifty dollars (\$250.00) per fiscal year.

All clothing, boot, footwear, or uniforms allowances existing prior to July 1, 2017, whether contained in the Collective Bargaining Agreement, Supplemental Agreements, Side Letters to the Collective Bargaining Agreement, Settlement Agreements, Memoranda of Agreement, Memoranda of Understanding, or by practice, are extinguished and replaced with the allowance above.

Section 17. MBTA Pass. Effective the first pay period in July 2017, for all employees covered by this Agreement the City agrees to contribute up to twenty-five dollars (\$25.00) per month per employee toward the Massachusetts Bay Transportation Authority (MBTA) pass selected by the employee. The City's contribution will not exceed twenty-five dollars (\$25.00) per month per employee, regardless of the type of pass selected by the employee. To be eligible, employees must receive their monthly pass through the City of Boston's payroll deduction program. Any pass obtained through this program shall not be transferable. For employees who purchase discounted passes directly through the MBTA based on age or disability, the City agrees to reimburse such employees up to twenty-five dollars (\$25.00) per month upon proof of such purchase satisfactory to the City. The parties agree that the City has the unilateral right to amend, alter and revise the guidelines of the MBTA Pass Deduction Program run through the City's Treasury Department.

#### ARTICLE 21 - DURATION OF AGREEMENT

Except as otherwise provided herein, this Agreement shall take effect as of the date of execution and shall continue in full force and effect until superseded by a new Collective Bargaining Agreement. After January 1, 2020, but prior to March 15, 2020, 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 20<sup>th</sup> day of June 2017:

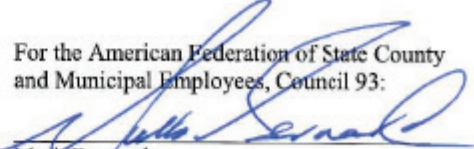
CITY OF BOSTON

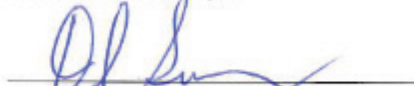
AMERICAN FEDERATION OF  
STATE, COUNTY & MUNICIPAL  
EMPLOYEES, COUNCIL 93

For the City of Boston:

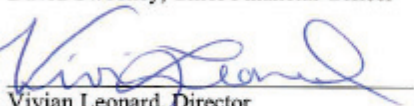
For the American Federation of State County  
and Municipal Employees, Council 93:

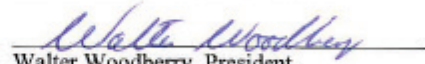
  
Martin J. Walsh, Mayor

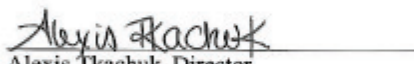
  
Mark Bernard  
Special Assistant to the Executive Director

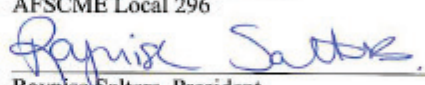
  
David Sweeney, Chief Financial Officer

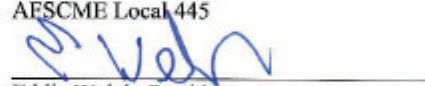
Edward Nastari  
Assistant Field Services Director

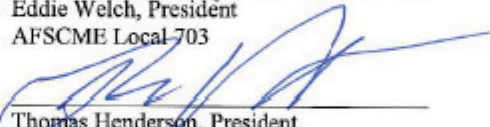
  
Vivian Leonard, Director  
Office of Human Resources

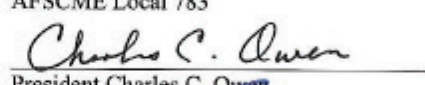
  
Walter Woodberry, President  
AFSCME Local 296

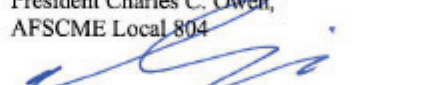
  
Alexis Tkachuk, Director  
Office of Labor Relations


  
Raynise Salters, President  
AFSCME Local 445

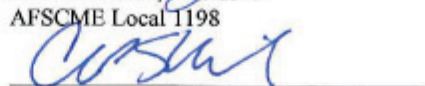
  
Eddie Welch, President  
AFSCME Local 703

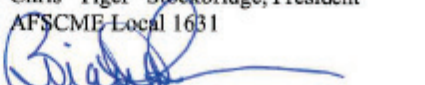
  
Thomas Henderson, President  
AFSCME Local 783

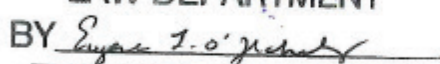
  
President Charles C. Owen,  
AFSCME Local 804

  
Dan Moriarty, President  
AFSCME Local 944

  
Carl McKenzie, President  
AFSCME Local 1198

  
Chris "Tiger" Stockbridge, President  
AFSCME Local 1631

  
Briana Ferrara, President  
AFSCME Local 1892

APPROVED AS TO FORM  
LAW DEPARTMENT  
BY   
EUGENE L. O'FLAHERTY  
CORPORATION COUNSEL

Supplemental Agreement  
Transportation Department  
AFSCME Locals 783, 804, 1892

Article 1 – HOURS OF WORK

The following are the existing shifts in the respective divisions of the Department, as of October 30, 1997. Nothing in this supplemental Agreement shall be construed to preclude the Department from eliminating any existing shifts or creating additional shifts, subject to the provisions of Article X of the collective bargaining agreement. The listing of the ten (10) hour shifts in the Enforcement Division below shall not be construed to preclude the Union from challenging the existence of that shift.

A. Traffic Signal Division

10:00 a.m. to 6:30 p.m. Monday – Friday  
6:00 a.m. to 2:30 p.m. Monday – Friday  
7:00 a.m. to 3:30 p.m. Monday – Friday  
11:00 a.m. to 7:30 p.m. Monday – Friday  
3:00 p.m. to 11:00 p.m. Monday – Friday  
7:00 a.m. to 3:30 p.m. Wednesday – Sunday

B. Garage

6:00 a.m. to 2:30 p.m. Monday – Friday  
7:00 a.m. to 3:30 p.m. Monday – Friday  
3:00 p.m. to 11:30 p.m. Monday – Friday  
11:00 p.m. to 7:00 a.m. Monday – Friday

C. Sign Division

7:00 a.m. to 3:30 p.m. Monday – Friday  
10:00 a.m. to 6:30 p.m. Monday – Friday  
11:00 a.m. to 7:30 p.m. Monday – Friday

D. Meter Division

Meter Repair:  
7:00 a.m. to 3:30 p.m. Monday – Friday  
10:00 a.m. to 6:30 p.m. Monday – Friday

Meter Collections:  
7:00 a.m. to 2:00 p.m. Monday – Friday  
10:30 a.m. to 6:30 p.m. Monday – Friday

E. Administration and Clerical

7:00 a.m. to 3:00 p.m. Monday – Friday  
8:00 a.m. to 4:00 p.m. Monday – Friday  
9:00 a.m. to 5:00 p.m. Monday – Friday

F. Office of the Parking Clerk

8:00 a.m. to 4:00 p.m. Monday – Friday  
9:00 a.m. to 5:00 p.m. Monday – Friday  
9:30 a.m. to 5:30 p.m. Monday – Friday

The Department agrees to leave the 9:30 a.m. to 5:30 p.m. shift vacant and to use overtime to staff the Office of the Parking Clerk from 5:00 p.m. to 5:30 p.m. currently. Said overtime shall first be offered on a voluntary basis utilizing a list administered by the Union, and if there are no volunteers the Department will order employees to work the overtime on an inverse seniority basis. If the Department decides to fill the 9:30 a.m. to 5:30 p.m. shift and cease staffing the Office of the Parking Clerk from 5:00 p.m. to 5:30 p.m. with overtime, it shall give the Union two weeks' notice and an opportunity to discuss the impact.

G. Parking Enforcement

6:00 a.m. to 2:00 p.m. Monday – Friday  
7:30 a.m. to 3:30 P.M. Monday – Friday  
11:00 a.m. to 7:00 p.m. Monday – Friday  
3:00 p.m. to 11:00 p.m. Monday – Friday  
10:00 p.m. to 6:00 a.m. Monday – Friday  
11:00 a.m. to 9:00 p.m. Wed/Thur/Fri/Sat\*  
11:00 a.m. to 9:00 p.m. Mon/Tue/Sat\*  
\*Saturday shift is 9:30 a.m. to 7:30 p.m.

All Parking Meter Supervisors, Senior Parking Meter Supervisors and Assistant Supervisors of Parking Enforcement who have maintained their current hours of work on the 7:30 a.m. –3:30 p.m. or 11:00 a.m. – 7:00 p.m. shift since November 25, 1987 may continue to maintain their current hours of work as long as they retain their incumbent positions.

H. Tow and Hold Unit

6:30 a.m. to 2:30 p.m. Monday – Friday  
7:00 a.m. to 3:00 p.m. Monday – Friday  
7:30 a.m. to 3:30 p.m. Monday – Friday  
9:00 a.m. to 5:00 p.m. Monday – Friday  
12:00 p.m. to 8:00 p.m. Monday – Friday  
2:00 p.m. to 10:00 p.m. Monday – Friday  
2:30 p.m. to 11:00 p.m. Monday – Friday  
3:00 p.m. to 11:00 p.m. Monday – Friday  
10:30 p.m. to 7:00 a.m. Monday – Friday  
11:00 p.m. to 7:00 a.m. Monday – Friday

Article II – Labor/Management Committee

There shall be a Labor/Management consisting of one representative from each of the three Locals in the Department and three representatives from the Department. The Committee shall meet monthly to discuss areas of mutual concern, including Health and Safety issues. The parties will endeavor to prepare an agenda of matters to be discussed in advance of the monthly meeting.

Article III – Vacation/Time Off Request

All requests for vacation leave or other time off shall be submitted by employees as much in advance as possible on a form provided by the department. The request shall be returned to the employee in a reasonable time indicating whether it has been approved or denied. A denied request shall include reason(s) for the denial.

#### Article IV – Uniforms

There shall be a committee established to discuss alternatives to the current mechanism of providing uniforms to employees. The Committee shall endeavor to make a non-binding recommendation regarding a uniform policy by March 1, 1998.

#### Article V – Retirement Status

The Commissioner of the Transportation Department agrees to write a letter in support of the Union's effort to achieve a Group 2 retirement status for the Parking Meter Supervisors and Senior Parking Meter Supervisors.

#### Article VI – On-Call Pay

Based on operational needs, as determined by the Department, the Department may implement an on-call schedule for employees in the titles in Section 1 of Article VIII as such titles may be amended by the Department from time to time. The Department has the right to determine which weeks it needs on-call coverage. To the extent that the Department

##### Section 1. Titles Covered:

Traffic Signal Repairman  
Senior Traffic Signal Repairman  
Working Forman – Traffic Signal Repairman.

The Department may add / remove title(s) with thirty (30) days' notice to the Union. In addition, the Department may discontinue the on-call list with thirty (30) days' notice to the Union or may temporarily suspend the on-call list with ten (10) days' notice to the Union.

Section 2. Employees who volunteer to be on the on-call list will be assigned to the on-call assignment on rotating basis. When an employee volunteers to perform the on call duties he/she is required to remain on the list for a year. The parties further agree that in the event there are no volunteers or insufficient volunteers to perform this duty, the Department has the Management right to ensure that this work is performed and shall assign work in accordance with Section 8. The parties agree that the on-call list will be posted at all times. An employee on the on-call list that is unable to perform the on-call assignment for his/her scheduled week shall provide written notice to the Division Manager at least seven (7) days prior to the beginning of the scheduled on-call week with the reason(s) that he/she requests to be excused from on-call duty. Upon receiving a written request signed by the affected employee, that employee's supervisor outside the bargaining unit may allow the swapping of on-call weekly duties with another employee on the on-call list.

Section 3. Each on-call assignment will be for a period of seven consecutive days.

Section 4. The on-call employee must adhere to the following:

- a. The on-call employee must respond within fifteen (15) minutes to a call/text/email or any other form of electronic communication (hereinafter referred to as a “notification”).
- b. The on-call employee must arrive at the response site within one hour from receipt of notification.
- c. If an on-call employee fails to respond within fifteen (15) minutes or fails to respond at all to a notification, or if the on-call employee fails to arrive at the response site within one hour from receipt of notification, the employee must submit, within one (1) work day, a written explanation as to why the employee did not respond as required, and the employee may be disciplined and/or removed from the on-call list.
- d. If an employee encounters an emergency when she/he is unable to perform the on-call duties she/he must immediately notify the Mayor's 24 Hour Constituent Service (634-4500) and the Director of Operations or the Commissioner or his/her designee.
- e. An employee who is unable to cover his/her on-call assignment is responsible for notifying his/her supervisor pursuant to Section 2 and finding another employee on the on-call list to provide such coverage.

Section 5. Employees who successfully complete an on-call assignment will be compensated two hundred dollars (\$200.00) for the week, in addition to overtime pay for actual hours worked when the employee responds to a scene(s).

Section 6. The Department agrees to provide employees who are on an on-call assignment with a cell phone to respond to notifications and with a vehicle for responding to the scenes.

Section 7. The on-call employee may receive notifications from:

- a. the Commissioner or his/her designee outside of the bargaining unit, and/or;
- b. the Mayor's 24 Hour Constituent Service Center including (Boston 311).

The on-call employee serves as the sole point of contact ensuring proper inspection and management of issues consistent with Department procedures and protocols and with the duty to protect public safety. Employees assigned to on-call duties are responsible for responding to notifications traveling to locations, and calling in whatever resources are needed to ensure public safety. The on-call employee can also use the Mayor's 24 Hour Constituent Service Center to reach another Department official(s), including the Commissioner or Division Head at any time, for on-call related emergency purposes.

Section 8. Whenever the voluntary on-call lists shall be exhausted, the Department shall have the authority to assign the least senior employee to perform the on-call duty and/or to use outside contractors.

Supplemental Agreement  
Department of Public Works  
AFSCME Local 445 & 804

Article I – Vacancy Postings

The Department agrees to make a concerted effort within the calendar year to receive authority from the Budget Office for the necessary budget amendment to post as permanent vacancies whose intermittent labor service positions which have been filled continuously for at least one year. The Department and the Union agrees to make a concerted effort to call for promotional examinations for the classified service.

Article II – Promotions

When a senior applicant(s) for a promotion is not selected said senior applicant(s) shall be informed prior to the posting of the selection, the reasons why the senior applicant(s) was not selected.

Article III – Position Title Modification

The Department agrees to seek approval from the Department of Personnel Administration relative to the addition of “Maintenance Mechanic” to the titles of:

Department	Title
Central Office	Heavy Motor Equipment Repairman Motor Equipment Repairman
General Maintenance	Skilled Highway Maintenance Craftsman Working Foremen Maintenance Craftsman Highway Construction Inspector Supervisor of Highway Maintenance
Street Lighting	Gas Lamp Repairman Working Foreman, Street Lighting Repair Street Light Construction Inspector Street Light Inspector Supervisor of Street Lighting

Article IV – Safety Committee

The Union shall select a Safety Committee consisting of three (3) members. A meeting between the Safety Committee and the Department shall be held as soon as possible after a request by either party.

Article V – Reimbursement of “Hoisting” License Fee

The City agrees subject to the following provisions, to reimburse employees for both the initial and renewal fees for so called “hoisting” licenses. When an employee is permanently promoted to a position which requires said license the City shall no longer be obligated to reimburse the fees. The 2012 MOA between the parties concerning Hoisting Licenses for members in Locals 445 and 804 is hereby incorporated by reference.

## Article VI – Disciplinary Warnings

When an employee receives a disciplinary warning, said warning shall be removed from an employee's file after one year, provided no further action is taken during that period. Further disciplinary warnings shall be removed from an employee's file at the discretion of the Department.

## Article VII – Meal Allowance

Effective July 5, 1989, the meal allowance shall be \$4.50. Effective with the start of the First Pay Period in July 2017, the meal allowance shall be increased to \$10.00.

## Article VIII – Uniforms

This Article intentionally left blank.

## Article IX – Tool Reimbursement

The parties agree that where employees are required to purchase their own automotive tools to carry out the employer's work, the City will grant a maintenance allowance for breakage and replacement under the following conditions:

The maximum reimbursement given to any individual in any calendar year will be two hundred dollars (\$200.00). Effective fiscal year 2018, the maximum reimbursement given to any individual in any fiscal year will be four hundred dollars (\$400.00).

An employee will not be given an allowance during the first year of employment.

Employees holding the following ratings for more than one year shall be compensated:

Motor Equipment Repairman

Heavy Motor Equipment Repairman

Motor Equipment Repair Foreman (the foreman is to be compensated for only the first year that he/she holds that rating)

All employees who are eligible must register a complete list of their tools in the office of their division head.

Only tools that are used on the work site on a daily basis shall be eligible for reimbursement.

Those employees who do not maintain an adequate current inventory of tools to perform his/her duties shall not be granted a maintenance allowance. The determination will be made by his/her immediate foreman.

## Article X – Workweek

Effective 9/1/87 the Department shall implement a Wednesday through Sunday workweek. Supervisory positions shall be filled first on a voluntary basis, the remainder to be assigned on an inverse seniority basis. Vacancies on both workweeks shall continue to be posted and bid in



accordance with contractual requirements.

Employees working the Wednesday through Sundays workweek shall be paid and the weekend differential for regularly scheduled hours actually worked between the hours of 7:00 a.m. on Saturday and 7:00 a.m. on Monday.

#### Article XI – On-Call Pay

Based on operational needs, as determined by the Department, the Department may implement an on-call schedule for employees in the titles in Section 1 of Article XI as such titles may be amended by the Department from time to time.

##### Section 1. Titles Covered By This Agreement:

Engineers – AFSCME 93, Local 1198  
Street Lighting Construction Inspectors – AFSCME, Local 804  
Supervisor of Street Lighting – AFSCME, Local 804  
Maintenance Mechanic (LSR) – AFSCME, Local 445

The Department may add/remove title(s) with thirty (30) days' notice to the Union. In addition, the Department may discontinue the on-call list with thirty (30) days' notice to the Union.

Section 2. Employees who volunteer to be on the on-call list will be assigned to the on-call assignment on rotating basis. When an employee volunteers to perform the on call duties he/she is required to remain on the list for a year. The parties further agree that in the event there are no volunteers or insufficient volunteers to perform this duty, the Department has the Management right to ensure that this work is performed and shall assign work in accordance with Section 8. The parties agree that the on-call list will be posted at all times. An employee on the on-call list that is unable to perform the on-call assignment for his/her scheduled week shall provide written notice to the Division Manager at least seven (7) days prior to the beginning of the scheduled on-call week with the reason(s) that he/she requests to be excused from on-call duty. Upon receiving a written request signed by the affected employee, that employee's supervisor outside the bargaining unit may allow the swapping of on-call weekly duties with another employee on the on-call list.

Section 3. Each on-call assignment will be for a period of seven consecutive days.

Section 4. The on-call employee must adhere to the following:

- a. The on-call employee must respond within fifteen (15) minutes to a call/text/email or any other form of electronic communication (hereinafter referred to as a "notification").
- b. The on-call employee must arrive at the response site within one hour from receipt of notification.
- c. If an on-call employee fails to respond within fifteen (15) minutes or fails to respond at all to a notification, or if the on-call employee fails to arrive at the response site within one hour from receipt of notification, the employee must submit, within one (1) work day, a written explanation as to why the employee did not respond as required, and the employee may be disciplined and/or removed from the on-call list.

- d. If an employee encounters an emergency when she/he is unable to perform the on-call duties she/he must immediately notify the Mayor's 24 Hour Constituent Service (634-4500) and the Director of Operations or the Commissioner or his/her designee.
- e. An employee who is unable to cover his/her on-call assignment is responsible for notifying his/her supervisor pursuant to Section 2 and finding another employee on the on-call list to provide such coverage.

Section 5. Effective the first on-call period following ratification, employees who successfully complete an on-call assignment will be compensated two hundred dollars (\$ 200.00) for the week, in addition to overtime pay for actual hours worked when the employee responds to a scene(s).

Section 6. The Department agrees to provide employees who are on an on-call assignment with a cell phone to respond to notifications and with a vehicle for responding to the scenes.

Section 7. The on-call employee may receive notifications from:

- a. the Commissioner or his/her designee outside of the bargaining unit, and/or
- b. the Mayor's 24 Hour Constituent Service Center including (Boston 311).

The on-call employee serves as the sole point of contact ensuring proper inspection and management of issues consistent with Department procedures and protocols and with the duty to protect public safety. Employees assigned to on-call duties are responsible for responding to notifications traveling to locations, and calling in whatever resources are needed to ensure public safety. The on-call employee can also use the Mayor's 24 Hour Constituent Service Center to reach another Department official(s), including the Commissioner or Division Head at any time, for on-call related emergency purposes.

Section 8. Whenever the voluntary on-call lists shall be exhausted, the Department shall have the authority to assign the least senior employee to perform the on-call duty and/or to use outside contractors.

#### Article IV - Code Enforcement Police

The Code Enforcement Police Unit shall consist of Code Enforcement Officers and Code Enforcement Sergeants.

#### Article V - Uniforms

Code Enforcement Officers and Code Enforcement Sergeants shall receive three (3) sets of uniforms shall be provided for both summer and winter.

#### Article VI - Hours of Work

The following shifts shall be effective in the Code Enforcement Unit:

- Monday – Friday midnight to 8am;
- Monday – Friday 8am to 4pm;
- Sunday – Wednesday 8am to 5:45pm;
- Monday – Thursday 8am to 5:45pm;

Tuesday – Friday 8am to 5:45pm;  
Monday – Friday 7am to 3pm.  
Monday – Thursday 7am to 4:45pm  
Tuesday – Friday 7am to 4:45pm  
Sunday – Wednesday 7am to 4:45pm  
Monday – Thursday 6:45am to 4:30pm  
Tuesday – Friday 6:45am to 4:30pm  
Sunday – Wednesday 6:45am to 4:30pm

#### Article VII - Shift Bids

All shifts will be put out for bid every December for January start date and every June for July start date. Grants of shift bids will be determined solely by the total time (longevity) within the Code Enforcement Division. A member must be “in good standing” at the time the bidding process commences in order to bid for shifts. Sergeants and officers will hold separate shift draws.

#### Article VIII – On-Call Pay

This Article intentionally left blank.

Supplemental Agreement  
Boston Fire Department  
Local 804 & 944

Article I – Tool Allowance

The Department agrees to pay an annual tool allowance of three-hundred dollars (\$300.00) to all employees who are responsible for maintaining their own tools. Effective fiscal year 2018, the Department agrees to pay a tool allowance of four-hundred dollars (\$400.00) per fiscal year to all employees who are responsible for maintaining their own tools.

Article II – Fleet Maintenance Training and Certification

In accordance with the terms of the parties' Settlement Agreement dated August 12, 2010, the City agrees to bear the cost of all required EVT and ASE training. Further, in accordance with Settlement Agreement dated August 12, 2010, the City shall bear the cost of the examination fee the first time an employee sits for any required EVT or ASE examination, regardless of whether the employee passes or fails the examination. The employee shall bear the cost of any examination fee(s) that he/she incurs as a result of having to repeat a required EVT and/or ASE examination; provided, however, that if the employee passes following a repeat examination, the Department shall reimburse the employee for the cost of the examination fee.

ARTICLE III – Safety Equipment (Facilities)

In accordance with the settlement agreement dated May 9, 2012, the City shall provide proper protective equipment for the handling and cleaning of bunker gear in accordance with the manufacturer's guidelines.

Supplemental Agreement  
Boston Police Department  
Local 804 & 944

Article I – Tool Allowance

Effective fiscal year 2018, the Department agrees to pay a tool allowance of four-hundred dollars (\$400.00) per fiscal year to all employees who are responsible for maintaining their own tools.

SUPPLEMENTAL AGREEMENT  
ENGINEERS  
LOCAL 1198

1. Contracting Out

The City reserves and retains the right to contract out engineering work or subcontract out engineering work without referral to Article V, Section 2 of the AFSCME/City of Boston-wide Agreement. However, the City shall give the Union, Local 1198, ten (10) days notice of its intent to contract out or subcontract out work presently performed by members of the bargaining unit, except that when the work to be contracted out or subcontracted out is of an emergency nature where it is not feasible to give thirty (30) days' notice, the City shall give the Union ten (10) days' notice.

2. Training

The City and Local 1198 recognize the importance of developing and maintaining an engineering staff that is aware of technological advances in their fields of work. To this end, the parties both agree to investigate the possibility of joining in with training programs being offered by the Commonwealth of Massachusetts, government agencies, and similar entities.

3. Registered Professional Engineer Incentive

The City agrees to pay a one-time lump sum of one thousand five hundred dollars (\$1,500) to those current Local 1198 employees who attain Registered Professional Engineer status during their tenure in Local 1198. This provision shall also apply to new employees hired during the life of this agreement. This provision is not applicable to such new hires who possess Registered Professional Engineer status at the time of their hire or to those Local 1198 employees that are currently Registered Professional Engineers.

4. Professional Membership

The Department at its discretion, may reimburse employees up one hundred and thirty dollars (\$130) per calendar year for membership(s) in relevant professional groups.

SUPPLEMENTAL AGREEMENT  
INSPECTIONAL SERVICES DEPARTMENT  
LOCALS 703 & 1631

Article I – Certification

- A. All members of the bargaining unit shall within one (1) year of appointment take an objective departmental test based on their specialty.
- B. Prior to the test, the Department will provide an appropriate training program related to the above test. The test shall be pass/fail.
- C. All existing employees shall take the same above test. Should an employee fail, he/she shall be granted training prior to a retest.
- D. Renewal shall occur every two (2) years.

Article II – Alcohol and Drug

As a condition of employment no alcohol or illegal drugs shall be used or possessed by an employee during the workshift of an employee including: all work breaks. Failure to comply with this section shall subject an employee to progressive discipline. For the purpose of this section, “possession” shall mean possession on City property or City equipment.

Article III – Accountability

All employees in the bargaining unit shall sign-in at the beginning of his/her scheduled work shift and sign-out at the end of his/her scheduled work shift. Failure to comply shall subject an employee to progressive discipline. Willful misrepresentation on time sheets is an offense punishable by dismissal.

Local 703

Article IV – On-Call Pay

- A. Three on-call lists shall be established on a voluntary basis; one list for all titles of Building Inspector, one list for all titles of Mechanical Inspector and one list for all titles of Health Inspector. The on-call lists shall be regularly rotated.
- B. When an off duty employee is called out to work outside of his/her regular hours he/she shall receive:
  - 1. On call pay at time and one-half for the hours actually worked on the call out;
  - 2. An on-call allowance of one hundred seventy five dollars (\$175.00) for each week he/she is on-call. Effective the first on-call period in July 2017, employees who complete an on-call assignment will be compensated two hundred dollars (\$200.00) for each week he/she is on-call. To be eligible for the on-call allowance an employee must be available to work at all times during his/her scheduled on-call week.

3. Employees shall be entitled to travel time for one half (1/2) hour to and from any call out at a straight time rate.
  4. The Department shall attempt to contact the employee at home, if unsuccessful, the Department will contact the employee via two-way communication device provided by the Department..
  5. Failure to respond to a call will result in forfeiture of the entire on-call allowance. If an employee who is on-call is unavailable or fails to respond to a call on two (2) occasions, his/her name shall be removed from the on-call list for one (1) year and shall be subject to progressive disciplinary action.
  6. Any employee who is on-call shall be responsible for ensuring that his/her two-way communicatio device provided by the Department is in working order at all times.
  7. If an employee who is on-call is unable to respond due to an emergency, the employee shall be responsible for getting a backup employee to respond.
- C. Whenever the voluntary on-call lists shall be exhausted, the Department shall have the authority to assign the least senior employee in a Building, Mechanical Inspector or Health Inspector title to perform the on-call service.

#### Article V – Travel Allowance

Effective the first pay period of July 2017, the travel allowance for employees who are required to use their own automobiles when traveling to class or seminars which are job related or for continuing education, shall be sixteen dollars (\$16.00) per day.

In order to receive the travel allowance the employee must work that day and must use his/her automobile.

#### Article VI – Protective Clothing

When necessary, the Department shall provide protective clothing for all inspectors in the weights and measures division.

#### Article VII – Assignments

Ward or District assignments for Health Inspectors shall be made by the Commissioner/designee.

#### Article VIII – Outside Employment

All employees in the Building and Structures Divisions, Health Inspections Division, and Weights and Measures Division shall submit to the Department on an annual basis the form agreed to by the parties disclosing any full or part-time employment held by such employees outside their position with the department.

Any employee in the Health Inspections, Weights and Measures or Building and Structures Divisions who fails to file such disclosure form by the required date shall be subject to disciplinary action up to and including termination.



Should a potential conflict appear apparent in the submission or shall present a potential conflict, the employee shall be notified. The Commissioner/designee shall meet with the employee to resolve the potential conflict of interest informally.

Should the Commissioner/designee and the employee fail to resolve the conflict informally the Commissioner/designee shall seek an advisory opinion from the State Ethics Commission.

Should the State Ethics Commission determine that a conflict of interest exists, the employee shall be notified immediately and shall have thirty (30) days from such date of notification to sever the outside employment.

An employee who fails to sever such outside employment after thirty (30) days shall be subject to disciplinary action up to and including termination.

The parties agree to the Commissioner's Department Policy Statement #86-14.

#### Article IX – Department Discussions

The parties agree to discuss measures to improve the notice procedure for employees issued parking tickets in the performance of their official duties and responsibilities during working hours.

#### Article X – Two-way Communication Devices

The Department shall provide two-way communication devices to employees in all classifications of Building, Plumbing & Mechanical Inspectors and Health Inspectors which shall be utilized during said employees' work shifts.

#### Article XI –Productivity Incentive Committee

In order to improve the quality as well as the quantity of services provided to the citizens of the City of Boston, the Union agrees to establish and participate in a Department wide Productivity Incentive Committee (hereinafter Committee). The purpose of this Committee will be to explore an incentive program which will be aimed at setting certain specific unit as well as individual goals with respect to the quality and quantity of work in each unit/division. The Committee shall be comprised of two (2) members from each bargaining unit/local or two (2) members from each participating bargaining unit/local and three (3) management members as designated by the Commissioner representing the City/Inspectional Services Department. Once a plan mutually agreeable to Management and one (1) or more of the Union's is developed, it may be implemented for those parties in agreement on the plan.

The Committee shall meet as determined by the Appointing Authority, with at least three (3) meetings per calendar year, and shall work in good faith towards developing an incentive program. The City/Department shall have the right to implement any mutually agreed on incentive program.

#### Article XII – Group 2 Retirement

Commissioner John Eade agrees to take what he deems reasonable steps to support legislation authorizing Group 2 retirement status for Local 703 Inspectors.

#### Article XIII

The City/Department agrees to training/certification for all plumbing inspectors for sprinkler inspections, if the Department deems that the cost is reasonable.

Supplemental Agreement  
Assessing Department  
Local 1631

Article I

The Assessing Unit consists of Assistant Assessor – Trainee I, Trainee II, Assistant Assessor, Research Assessor and Supervisor of Assistant Assessors.

Article II – Hours of Work

The regular workweek for the Assessing Unit shall consist of thirty-five (35) hours per week, Monday – Friday or Tuesday-Saturday. Nothing in this supplemental Agreement shall be construed to preclude the Department from eliminating any existing shifts or creating additional shifts, subject to the provisions of Article X of the collective bargaining agreement.

The Union agrees that the Department may implement a four-day workweek on a six-month trial basis beginning in 2012 or 2013, and the Department will determine whether the four-day workweek shall be implemented on a more permanent basis at the end of the trial. The parties may meet at any point to discuss any issues or concerns with regard to the four-day workweek, i.e. expansion or elimination of the four-day workweek, coverage, supervision, etc.

Article III - Hubway Program

The Department may provide access to the City’s new Hubway bicycle rental program in an effort to provide alternative transportation methods around the City and to be “green”. However, employee’s participation in such program shall be on a voluntary basis.

Supplemental Agreement  
Parks and Recreational Department  
Local 296 & 804

Article I – Promotions

When a senior applicant(s) for a promotion is not selected, said senior applicant(s) shall, whenever possible, be informed prior to the posting of the selection, the specific reasons why the senior applicant(s) was not selected.

Article II – Safety and Health

The Union shall select a Safety Committee consisting of two stewards or officers in the Local Union.

A meeting between the Safety Committee and the Department shall be scheduled as soon as possible but no later than two days of a request by either.

The Department agrees to maintain a safe and healthful work-place and to comply with all Federal, State, and local laws and regulations.

It shall be the policy of the Appointing Authority to provide for the safety of its employees by providing safe working conditions, safe work areas, and safe work methods. In the application of this policy, the prevention of accidents, the creation and maintenance of clean, sanitary and healthful rest rooms shall be a continuing commitment of the Appointing Authority.

Article III – Reimbursement of “Special” License Fee

Where employees are required to hold a Commercial license, a hoisting, and/or a pesticide license the Department shall reimburse such employees for both the initial and renewal fees. The term “required” shall be defined by the employee’s position description. Where the position description does not require a CDL, the term “required” may further be determined by the Department.

Article IV – Class A Commercial Drivers License Differential

All SHMEOs who hold a Class A Commercial Drivers License will be paid a twenty dollars (\$20.00) per week differential.

Article V – CORI Checks on New Hires

The Department shall be allowed to conduct CORI checks on all new hires prior to the expiration of said new hire’s probationary period.

Article VI – Dress Code & Uniforms

The Parks and Recreation Department shall provide a Department specific pinnie/vest, for employee in the Parks Division. Parks Division employees must wear the Department specific pinnie/vest at all times during work hours. If an employee is wearing a coat or jacket, he/she must wear the Department issued pinnie/vest at all times over his/her coat or jacket. Along with the Department issued pinnies/vests, employees are expected to wear work grade pants and a shirt that conforms to

the Department's dress code. At no time will an employee be allowed to wear shorts. The Department will replace the pinnies/vests on an as needed basis resulting from damage, as determined by the Department Head or his/her designee.

Effective with thirty (30) days' notice to the Union and employee, the Department may discontinue its provision of full laundered uniforms and instead provide employees in the cemetery division two (2) formal shirts to be worn at appropriate times. The Department will replace the formal shirts on an as needed basis resulting from damage and/or wear, as determined by the Department Head or his/her designee.

#### Article VII – Tool Allowance

The Department agrees to provide an annual tool allowance of three hundred dollars (\$300) for all of its Heavy Motor Equipment Repairmen, Motor Equipment Repairmen, and Maintenance Mechanic Foreman Machinists. Effective fiscal year 2018, the Department agrees to provide a tool allowance of four hundred dollars (\$400) per fiscal year for all of its Heavy Motor Equipment Repairman, Motor Equipment Repairmen, and Maintenance Mechanic Foreman Machinists.

#### Article VIII – Career and Training Ladder Committee

The parties agree to establish a Career and Training Ladder Committee consisting of three (3) members from the Union and three (3) members from the Department. Such Committee shall explore the feasibility of establishing a Career and Training Ladder for all Department employees. The parties further agree that said Committee shall commence meeting on December 1, 2000.

#### Article IX – Paid Detail Committee

The parties agree to establish a Paid Detail Committee consisting of two (2) members from the Union and two (2) members from the Department. Such Committee shall explore amending the current procedures for administering paid details. The parties further agree to commence meeting on or after January 15, 2001 and to issue a recommendation report by March 31, 2001.

#### Article X – On-Call

The parties hereby agree to the following with regard to 24 Hour Coverage for the Boston Parks Department, Tree Unit.

1. Effective Date: Effective upon final execution of this Agreement, twenty-four (24) Hour Coverage for the Boston Parks Department, Tree Unit shall be provided by AFSCME Local 804/296 members in the following titles:

- General Tree Maintenance Foreman (Trees)
- Tree Climber

In order to achieve seamless twenty-four (24) hour coverage, the Parks Department, Tree Unit shall schedule employees in the above titles pursuant to the following:

- 1) On-Call employees will be assigned by a voluntary rotating list. However the parties agree that in the event there are no volunteers, the Department has the right to assign employees on-call duty on a rotating basis by inverse order of seniority. The parties further agree that the on-call list will be posted at all times in the Administration Building at Franklin Park.

- 2) Each on-call assignment is one week in duration beginning on Wednesday and ending on Tuesday and covers the following shifts:

Wednesday 3:30PM through Thursday 7:00AM  
Thursday 3:30PM through Friday 7:00AM  
Friday 3:30PM through Monday 7:00AM  
Monday 3:30PM through Tuesday 7:00AM  
Tuesday 3:30PM through Wednesday 7:00AM

- 3) On-Call employees are expected and required to return all telephone calls within fifteen (15) minutes. Employees who fail to respond to any call within the fifteen (15) minute time period are subject to a loss of all on-call compensation for the week. In addition, if an on-call employee fails to respond to a call or perform their on-call duties, the parties agree the employee must submit, no later than two hours from the beginning of their next regular work shift, a written explanation to the Director of Parks, or his/her designee, as to why the employee did not follow proper procedures, and the parties agree the employee may be disciplined and/or may lose the opportunity to be on-call for a specified amount of time. In the event an employee scheduled to be on call is not available, he/she must notify the Department at least seven (7) days in advance.
- 4) Effective the first on-call period in July 2017, employees who complete an on-call assignment will be compensated two hundred dollars (\$200.00) for each week he/she is on-call.
- 5) The Department agrees to provide employees who are on an on-call assignment with an emergency vehicle and cell phone if necessary. Employees are required to pick up the key to the emergency vehicle and cell phone, at the end of their regular Wednesday shift and must return the key and phone prior to their regular Wednesday shift.
- 6) This Agreement in no way relieves employees who are not on-call from their responsibility to be available to attend to emergency situations as required by job description.

#### Article XI – Applicator’s License

Effective the first pay period after ratification of this Agreement, employees in the following titles who possess and maintain a valid MA pesticide applicator’s license will receive an additional ten dollars (\$10) per week. Effective the first pay period July 2017, the above sentence shall be deleted and employees in the following titles who possess and maintain a valid MA pesticide applicator’s license will receive twenty dollars (\$20) per week.

Gardner- Horticulture  
Gardner Foreman- Horticulture  
Greenhouse Gardner- Horticulture  
Foreman- Maintenance  
General Foreman-Maintenance  
Working Foreman- Maintenance

## Article XII – Laborer to MEOL

All Laborers in the Parks Department, who possess a valid MA driver's license, will automatically become an MEOL upon completion of an initial six (6) month probationary period. Any period of time (including as little as one hour) during the first six (6) months of service for which an employee is not paid shall extend the initial six (6) month probationary period by that amount of time. Any Laborer who automatically becomes an MEOL shall be subject to and must serve an additional sixty (60) calendar days probationary period with the City of Boston. Any period of time (including as little as one hour) during the additional sixty (60) calendar days probationary period that an employee is not paid shall extend the probationary period by that amount of time.

Supplemental Agreement  
Inspectional Services Department  
Local 1631

Article I - Animal Control Unit

The Department shall create an Animal Control Unit which shall include Animal Control Officers (Dog Officers), Senior Animal Control Officers and Animal Room Attendants.

Article II - Uniforms

On a date to be determined in 2018, the Department will issue Animal Control Officers (Dog Officers), Senior Animal Control Officers and Animal Room Attendants (Kennel Workers), three (3) pairs of Department issued pants, three (3) long sleeved shirts with a Department logo, three (3) short sleeve shirts with a Department logo, and a rain coat with a liner. The Department will replace uniform items provided after 2018, on an as needed basis resulting from damage or wear, as determined by the Department Head or his/her designee.

Article III - Hours of Work

The regular workweek for the full-time Animal Control Officer (Dog Officers), and Senior Animal Control Officers shall be thirty-five (35) hours. The regular workweek for the full-time Animal Room Attendants shall be forty (40) hours.

The following shifts shall be effective July 19, 2009 in the Animal Control Unit:

Sunday – Thursday

8 a.m. – 4 p.m.  
7 a.m. – 3 p.m.  
3 p.m. – 11 p.m.  
11 p.m. – 7 a.m.

Tuesday - Saturday

7 a.m. – 3 p.m.  
3 p.m. – 11 p.m.  
11 p.m. – 7 a.m.

Friday-Tuesday

8 a.m.- 4 p.m. (Fri-Mon)  
12 p.m.-8 p.m. (Tues Only)

Nothing in this supplemental Agreement shall be construed to preclude the Department from eliminating any existing shifts or creating additional shifts, subject to the provisions of Article X of the collective bargaining agreement.

An employee that works during the City's Rabies Clinic, may choose to receive compensatory time in-lieu of overtime pay for all hours worked at the rate of time and one-half (i.e. If an employee works eight (8) hours of overtime, he/she may elect to receive twelve (12) hours of compensatory time).

Article IV - On-Call Pay

An on-call list shall be established on a voluntary basis for the Animal Control Unit. The on-call list shall be operated by the Animal Control Unit and the list shall be regularly rotated. Such list shall be updated weekly and provided by the Animal Control Unit to the Director of Human Resources no later than 3 p.m. each Wednesday. Such updated list shall contain the person(s) to



be on-call the following week. In no event shall the Union file and advance a grievance over the administration of the on-call list. Any alleged violation of this Section shall not constitute a grievable question pursuant to Article 7 of this Agreement.

- A. When an off duty employee is called out to work outside his/her regular hours he/she shall receive:
  - 1. On-call pay at time and one-half for the hours actually worked on the call out;
  - 2. Employees who successfully complete an on-call assignment will be compensated \$150.00 for each week he/she is on-call. Effective the first on-call period in July, 2017, employees who successfully complete an on-call assignment will be compensated two hundred dollars (\$200.00) for the week, in addition to overtime pay for actual hours worked when the employee responds to a scene(s). To be eligible for the on-call allowance an employee must be available to work at all times during his/her scheduled on-call week. In the event the City of Boston negotiates a larger on-call allowance with another Union within the Inspectional Services Department, during the current round of successor negotiations, the City agrees to reopen negotiations covering the length of this agreement for the sole purpose of determining whether this Agreement's on-call allowance provision should be modified.
  - 3. Although travel time to and from work is not work time, employees shall receive compensation for one half (1/2) hour to and from any call out at the employee's straight time rate.
  - 4. The Department shall attempt to contact the employee by phone. If unsuccessful, the Department will contact the employee via the two-way communication device or cell phone provided by the Department.
  - 5. Failure to respond to a call will result in forfeiture of the entire on-call allowance. If an employee who is on-call is unavailable or fails to respond to a call on two (2) occasions, his/her name shall be removed from the on-call list for one (1) year and shall be subject to progressive disciplinary action.
  - 6. Any employee who is on-call shall be responsible for ensuring that his/her two-way communication device provided by the Department is in working order at all times.
  - 7. If an employee who is on-call is unable to respond due to an emergency, the employee shall be responsible for getting a backup employee to respond
- B. Whenever the voluntary on-call lists shall be exhausted, the Department shall have the authority to assign the least senior animal control officer.

APPENDIX I

By First-Class Mail

DATE

EMPLOYEE'S NAME  
LAST KNOWN ADDRESS  
LKA

Re: Return to Work Order

Dear NAME:

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

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

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

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

If you do not complete all of the above steps within fourteen (14) days after receiving this letter, then the Department may consider you to have voluntarily separated yourself from employment.

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

Please contact me at (617) 635-XXXX should you have any further questions.

Sincerely,

DEPT. PERSONNEL OFFICER

cc: Union Representative  
Employee's Supervisor  
Personnel File