

CITY OF BOSTON OFF THE RECORD PROPOSAL- 3 Year Deal
August 20, 2018

THE FOLLOWING IS AN **OFF THE RECORD** PACKAGE PROPOSAL. THE CITY IS NOT WITHDRAWING ANY OF ITS PROPOSALS THAT ARE NOT INCLUDED IN THIS **PACKAGE** AND RESERVES THE RIGHT TO PURSUE THOSE PROPOSALS IF THE UNION DOES NOT ACCEPT THE PACKAGE PROPOSAL.

1. Article XXII- Compensation

Section 1A. Provide base wage increases as follows:

Effective FPP October 2017 – 2% base wage increase
Effective FPP October 2018 – 2% base wage increase
Effective FPP October 2019 – 2% base wage increase

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

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

2. Article XI-Hours of Work and Overtime, Section 6 (e); Paid Details

Effective FPP October 2018, the detail rate for Park Rangers shall increase by ~~one~~ two dollars (\$~~21~~.00).

Effective FPP October 2019, the detail rate for Park Rangers shall increase by two ~~one~~ dollar (\$~~21~~.00).

3. Article XX-Miscellaneous, Add a new Section 16. Health Insurance Opt-Out

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

Eligibility:

To participate employees must have been enrolled in medical coverage through the City of Boston for at least one year and drop the coverage during the Open Enrollment period. For employees that have previously dropped a City of Boston health plan, they must have been enrolled in a City of Boston health plan for at least one year at some point during their

employment and provide updated proof of other coverage during the open enrollment period as prescribed below.

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

- a. Your spouse's/partner's plan (as long as 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.

4. Article XVII- Other Leaves of Absence, Section 6

Replace as follows:

Every employee covered by this Agreement shall be granted medical and/or parental leave consistent with the City of Boston's Medical Leave Policy. Concurrent with the Parental Leave provision in the Medical Leave Policy, effective upon funding by the City Council as of [DATE OF CITY COUNCIL FUNDING], employees covered by this Agreement may also be granted paid parental leave consistent with the City's Paid Parental Leave Policy. Such Paid Parental Leave shall run concurrent with the City's Medical Leave Policy and any other applicable approved leaves of absence, including those covered by the Family and Medical Leave Act and the Massachusetts Parental Leave Act. The Union waives its right to bargain over the City's decision and any impacts associated with such decision to change or eliminate the Paid Parental Leave Policy. The City will provide thirty (30) day notice to the Union of any change to or elimination of the Paid Parental Leave Policy.

5. Article I-Persons Covered By This Agreement

The City recognizes the Union as the exclusive bargaining representative of all full-time and regular part-time park rangers employed by the City, except the Executive Secretary ("Chief Park Ranger") ~~who is represented by SENA, Local 9158.~~

6. Article XI- Hours of Work and Overtime, Section 1: Hours of Work

Amend as follows:

The regular work week of a Boston Park Ranger shall be forty (40) hours (Saturday through Friday). The regular work week shall consist of the following: either five (5) days of an eight and

one half hour (8.5) work shift, or four (4) days of a ten and one half hour (10.5) work shift. The parties recognize that there may be occasions where members of the bargaining unit work more than 40 hours during one week and less than 40 hours during the next consecutive workweek, or vice versa. Employees whose regular work week consists of five (5) days of an eight and one half hour (8.5) work shift shall be entitled to ~~one~~ two 15-minute paid breaks and one 30-minute unpaid lunch break per day. Employees whose regular work weeks consist of four days of ten and one half hour (10.5) work shift ~~(10.5)~~ shall be entitled to two fifteen minute paid breaks and one 30-minute unpaid lunch break per day. An employee is not expected to perform work during his/her lunch period; provided, however, that the employee shall keep his/her radio on and shall direct anyone seeking his/her assistance to the appropriate person providing coverage.

7. Article XIII-Layoff and Recall, Section 4 (housekeeping)

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

~~(a) In the job classifications subject to Civil Service laws: (i) non-permanent employees with less than six (6) months seniority may be laid off at the discretion of the City provided only that such employee shall be laid off prior to layoff of other non-permanent employees in the job classification in the Department; (ii) non-permanent employees (including provisional and temporary employees) with more than six (6) months seniority shall be designated for layoff prior to permanent employees in their job classification in their department. Such non-permanent employees shall be designated for lay off in inverse order of seniority (iii) permanent employees shall be designated for layoff in accordance with the provisions of G.L.c. 31~~

(a) Seasonal positions, at the discretion of the Appointing Authority;

(b) Regular full time employees with less than six (6) months of seniority;

(c) Regular full time employees with more than six (6) months seniority, in inverse order of seniority;

~~(b) In job classifications (job titles) not subject to Civil Service law: (i) employees with less than six months of seniority may be laid off at the discretion of the City provided that such employees shall be laid off prior to layoff of other employees in their job classifications in their department; (ii) employees with more than six (6) months seniority shall be designated for layoff in inverse order of seniority.~~

8. Article XVI- Section 7, Sick Leave Redemption

Amend Section 7 of Article XVI as follows:

As of the effective date of the retirement of an employee from City Service, or upon the death of an employee, the City shall redeem thirty percent (30%), but in no event shall an employee receive more than fifteen thousand dollars (\$15,000), of the employee's accrued but unused sick leave computed at the employee's final rate of pay. Unused

sick time acquired pursuant to Section 9 of this article (Sick Leave Bank) shall not be subject to redemption, rather it shall revert back to the extended sick leave bank as set forth in Section 9 below.

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

9. Article XX- Miscellaneous, Add New Section 14. Bi-Weekly Pay

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

10. Article XX- Miscellaneous, Add a New Section 15. Electronic Pay Stubs

Effective the first pay period following July 1, 2018, employees will receive electronic pay stubs.

11. Article XXII- Compensation, Create New Section 2

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

12. Article XXII- Compensation, Delete Section 2, Lump Sum Payment (housekeeping)

~~Members of the bargaining unit as of the date of the ratification of this Agreement shall be entitled to a one-time lump sum payment of one thousand twelve hundred dollars (\$1,200.00) less all normal and regular tax deductions. In exchange for said lump sum payment, the City shall discontinue the past practice of paid lunch periods. The City will compensate employees within ninety (90) calendar days of ratification and approval by the City Council of the funding of this Agreement.~~

13. Article III-Seniority, Section 1 (housekeeping)

Unless specifically stated otherwise in this Agreement, the term "seniority" shall be defined as the total continuous service of an employee with the City of Boston; provided that service prior to an authorized leave of absence or prior to a layoff shall be counted in computing total continuous service. For only those bargaining unit members listed below, seniority as defined in this Section shall be computed from the following dates of hire:

<u>Name</u>	<u>Date of Hire</u>
Sampson, Reginald	June 17, 1991

Hurd, Albert	June 15, 1992
McNeil, Jennifer	May 30, 1995
Keels, Hodari	May 30, 1995
Repuzynsky, Greg	May 30, 1995
Evans, Walter	May 21, 2001
Lobkov, Yevgeny	May 21, 2001
Lobkov, Gene	May 21, 2001
Kruszkowski, Steve	July 23, 2007
Cara Osimo	April 2, 2011
Meghan O'Boyle	January 14, 2012

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

14. Article XV- Vacation Leave, Section 3 (housekeeping)

Amend Section 3 to read:

- (a) Any employee returning from an authorized leave of absence, shall be granted vacation leave in accordance with the City's Family and Medical Leave Policy and/or Military Leave Policy, whichever is applicable. ~~Should any changes be made to the City's Family and Medical Leave Policy and/or the City's Military Leave policy subsequent to the date of this Memorandum of Agreement, the City and the Union shall re-open negotiations for the purpose of the negotiating over the impacts of the policy changes on members of the BPRA.~~

- (b) Any employee returning from an authorized leave of absence, shall receive his/her full vacation entitlement in accordance with the applicable City policy (for example, the City's Family and Medical Leave Policy and/or Military Leave Policy). ~~Should any changes be made to the City's Family and Medical Leave Policy and/or the City's Military Leave policy subsequent to the date of this Memorandum of Agreement, the City and the Union shall re-open negotiations for the purpose of the negotiating over the impacts of the policy changes on members of the BPRA.~~

- (c) An employee who is on a leave of absence compensated pursuant to GL c. 152 shall accrue vacation time in accordance with the City's Family and Medical Leave Policy. ~~Should any changes be made to the City's Family and Medical Leave Policy and/or the City's Military Leave policy subsequent to the date of this Memorandum of Agreement, the City and the Union shall re-open negotiations for the purpose of the negotiating over the impacts of the policy changes on members of the BPRA.~~

(d) Any employee returning from a leave of absence compensated pursuant to G.L. c. 152 shall receive his/her vacation entitlement in accordance with the City's Family and Medical Leave Policy. ~~Should any changes be made to the City's Family and Medical Leave Policy and/or the City's Military Leave policy subsequent to the date of this Memorandum of Agreement, the City and the Union shall re-open negotiations for the purpose of the negotiating over the impacts of the policy changes on members of the BPRA.~~

15. Article XVII- Other Leaves of Absence (housekeeping)

Amend Section 5. Pregnancy-Maternity Leave

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

Amend Section 8. Medical Leave

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

16. Article XX-Miscellaneous, Section 12 Light Duty (housekeeping)

Amend Section 14 as follows:

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. ~~Should any changes be made to the City's Light Duty Policy subsequent to the date of ratification of this Agreement, the City and the Union shall reopen negotiations for the sole purpose of negotiating over the impacts of the policy changes on members of the BPRA.~~

17. Article XX- Miscellaneous, Section 13 Attendance (housekeeping)

Amend Section 13 as follows:

The parties agree that employees governed by this Agreement shall be subject to the City of Boston's Attendance Policy. ~~Should any changes be made to the City's Attendance Policy subsequent to the date of ratification of this Agreement, the City and~~

~~the Union shall re-open negotiations for the sole purpose of negotiating over the impacts of the policy changes on member of the BPPA.~~

18. Article XIV- Holidays, Section 4 (housekeeping)

Amend Section 4 to read:

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

19. Article XXIV- Duration of Agreement

Except as otherwise provided herein this Agreement shall take effect as of the date of full execution and shall continue in full force and effect until superseded by a new Collective Bargaining Agreement.

In witness hereof, the parties hereto have caused their names to be subscribed as the duly authorized officers and representatives on this _____ day of _____, 2018.

20. Specialty Differentials:

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

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

21. 7. Promotional Wage Increase: Upon being promoted or acting temporarily out of grade, a ranger's compensation shall be adjusted by 2 steps on the higher pay scale. The Chief Park Ranger may adjust this to 3 steps higher if the Ranger is to assume significantly more responsibility such as Detail Coordinator, Interpretive, Mounted Operations, Training Coordinator, Vehicle Maintenance/Supply, Dispatch Supervisor, etc.

22. Paid Details: BPRAs proposes that Article 6(k) be amended such that in each fiscal year, a ranger who accepts a detail shift and then fails to work the detail be moved to the bottom of the detail list (but above auxiliaries) for the following time periods:

1st time in the fiscal year: No movement

2nd time in the fiscal year: 30 days

Aug 8th 2018

CITY OF BOSTON

BOSTON PARK RANGERS ASSOCIATION

BY

Guidana Westerna
[Signature]
[Signature]
[Signature]
Ellen Meyer

BY

[Signature]
[Signature]
[Signature]