MEMORANDUM OF AGREEMENT Between the CITY OF BOSTON

and

BOSTON PARK RANGERS' ASSOCIATION

Dated: August 1, 2025

In Successor Contract Negotiations

This Memorandum of Agreement was reached in off-the-record negotiations and shall remain off the record for all purposes including bargaining history until it is ratified by the Union membership, approved by the Mayor, and funded by the City Council. The City of Boston (City) and Boston Park Rangers' Association (BPRA or Union), agree to a collective bargaining agreement (CBA) from July 1, 2023 through June 30, 2026, with the following terms.

All existing provisions in the parties July 1, 2020-June 30, 2023 CBA not expressly amended or deleted by this Memorandum of Agreement shall be included in the July 1, 2023 through June 30, 2026 CBA.

1. <u>ARTICLE XXII - COMPENSATION</u>

Amend Section 1A. as follows:

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

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

Effective the start of FPP following the below dates, add to annual base wages as follows:

January 2024	\$500.00
January 2025	\$250.00
January 2026	\$900.00

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

Retroactive pay shall be limited to employees of the City on the date that the Union ratifies this Memorandum of Agreement. Employees who separated from employment for any reason prior to the date the Union ratifies this Memorandum of Agreement shall not be eligible for retroactive pay.

Retroactive pay, if any, shall be limited to employees of the City on the date of City Council funding. Employees who separated from employment for any reason prior to City Council funding shall not be eligible for retroactive pay, except for employees who retired after, but not including on, June 30, 2023.

If state aid revenue decreases compared to the prior fiscal year at any point during fiscal year 2026, then the next scheduled base wage increase and base dollar amount increase will be delayed by one year from the scheduled date. However, all base wage increases and base dollar amount increases due under this agreement will be paid to employees prior to the expiration of the agreement. The parties agree that this provision of the agreement shall lapse, expire and sunset on July 1, 2027.

Section 1B.

In recognition for the hard work during the COVID-19 pandemic, bargaining unit members employed on June 30, 2022 shall receive a one-time lump sum payment of one thousand dollars (\$1,000.00), minus standard deductions, effectuated within ninety days from City Council funding.

Add Section 3 as follows:

Section 3. Boston Park Ranger Academy Bonus

Employees who complete the Boston Park Ranger Academy will receive a one-time lump sum payment of five hundred dollars (\$500.00), minus standard deductions. This bonus is only applicable to employees hired after City Council funding. The City retains the sole discretion to determine whether an employee has successfully completed the Boston Park Ranger Academy. Employees who separate from employment prior to the completion of the Boston Park Ranger Academy will not be eligible for payment.

2. <u>ARTICLE V - PAYROLL DEDUCTION OF UNION DUES</u>

Amend Article V as follows:

<u>Section 1</u>. 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 <u>or fees</u> shall be deducted biweekly from the salary of each employee who executes and remits to the Municipal Employer a form of authorization of payroll deduction of union dues. Remittance of the aggregate amount of dues deducted shall be made to the Union's Treasurer within ten (10) working days of the end of the pay period.

Section 2. The Union agrees to indemnify the City for damages or other financial loss, which the City may be required to pay or suffer by an administrative agency or court of competent jurisdiction as a result of the City's compliance with Section 1 of this Article.

3. ARTICLE VI - PAYROLL DEDUCTION OF AGENCY SERVICE FEE

Amend Article VI as follows:

Pursuant to G. L. c.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.

"Intentionally left blank."

4. ARTICLE VIII - DISCIPLINE AND DISCHARGE

Amend Section 1 as follows:

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

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

5. ARTICLE XI - HOURS OF WORK AND OVERTIME

Section 6(e): Paid Details

Effective thirty (30) days from city council funding, the detail rate shall be increased by three (\$3.00) dollars.

6. <u>ARTICLE XVI - SICK LEAVE</u>

Amend Section 1 as follows:

Section 1.

Every employee covered by this Agreement who has completed his/her probationary period, as defined in Article VIII (Discipline and Discharge), Section I, shall, subject to Section 2 of this Article, be granted sick leave, without loss of pay, for authorized absences pursuant to the City's Attendance Policy. 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. Effective ninety (90) days from the time of the City Council funding, probationary employees will be entitled to use this benefit.

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

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

7. ARTICLE XVIII - OTHER LEAVES OF ABSENCE

Amend Section 4 as follows:

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 or member of the employee's immediate household (for a period of six (6) months or more) an employee who has completed his/her probationary period as defined in Article VIII (Discipline and Discharge), Section 1, 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 who has completed his/her probationary period as defined in Article VIII (Discipline and Discharge), Section 1, 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 who has completed his/her probationary period as defined in Article VIII (Discipline and Discharge), Section 1, and

who is in active service at the time of such death, shall be entitled to receive one (1) working days' leave without loss of 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 purposes of monitoring sick leave usage.

The Union agrees to accept the City of Boston's Bereavement Leave Policy to be effective ninety (90) days from City Council funding. An employee who is in active service at the time of death shall be granted bereavement leave as outlined in the City of Boston's Bereavement Leave Policy. Any additional leave shall run concurrently with other applicable leaves of absence. The Union waives its right to bargain over the City's decision and any impacts associated with such decision to change or eliminate the Bereavement Leave Policy. The City will provide thirty (30) day notice to the Union of any change to or elimination of the Bereavement Leave Policy. The Parties agree that if the City makes any changes to the Bereavement Leave Policy that results in a reduction of benefits from the contractual language of the 2020-2023 Agreement, the Parties will revert back to the prior contractual language.

Delete Section 10 as follows:

Section 10. Wellness Days. On a one-time only, non-precedent setting basis, the City will award two (2) Wellness Day for use during calendar year 2022 or 2023 to regular full-time active status union members hired before the execution of this Agreement.

This benefit is awarded on a "one-time basis" for calendar year 2022, and will expire on December 31, 2023, and does not establish precedent or practice. This Wellness Day shall not earry over into Calendar Year 2024 under any circumstances; nonuse of any or all of these days shall not entitle an employee to any extra leave or compensation on the basis of nonuse and is not subject to any annual buy back, rollover or severance. Use of these days is subject to approval by an employee's supervisor.

8. ARTICLE XX - MISCELLANEOUS

Amend Section 11 as follows:

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

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

Boots must conform to the Department's specifications. The Department shall reimburse the employee up to a maximum of one hundred twenty five dollars (\$125.00) one hundred seventy-five dollars (\$175.00) annually (every year) for the purchase or repair of walking boots. The Employee shall pay the first (\$160.00) with the Department paying the remaining cost for the purchase of riding boots every three years if needed. In order to receive reimbursement, the employee must submit to the Department an original receipt of purchase.

Add Section 14 as follows:

Section 14. Performance Evaluation. The City and the Union recognize the importance of improved productivity and performance in order to provide for the optimum level and highest quality of services for the City of Boston. Accordingly, the parties acknowledge that they have established a fair and reasonable performance evaluation system and instrument. The parties further agree that performance evaluations shall not serve as a basis for annual step increases nor shall they constitute discipline. Performance evaluations may be used for other purposes.

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

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

The Performance Evaluation process shall operate as follows:

- 1. Employees shall be evaluated no less than once a year. For the initial employee evaluation, all supervisors/evaluators shall meet with any employee to be evaluated at least ninety (90) calendar days prior to the employee's evaluation in order to introduce, review, and discuss the Boston Park Rangers Association Performance Evaluation System.
- 2. The performance evaluation shall be completed by an employee's supervisor outside of the Park Rangers' Association bargaining unit.

- 3. An employee may comment or respond to any or all portions of his/her evaluation on the Evaluation Form. A reasonable amount of time shall be allowed for employees to process their comments or responses.
- 4. The Performance Evaluation process shall not be subject to the arbitration or grievance procedure.
- 5. The Parties agree that Performance Evaluation Forms will evaluate employee performance on core competencies. The City will provide the Union with thirty (30) days' notice of any change to the Performance Evaluation Forms.
- 6. Should any issues or concerns arise subsequent to the implementation of the Performance Evaluation System, either party may request a meeting for the purpose of discussing said concerns.

9. ARTICLE XXA - TECHNOLOGY & ASSETS

Add Article XXA as follows:

Section 1. The Union recognizes that the City is implementing new technology resources and modernizing its business processes to replace non-existing or obsolete systems and devices. As such, the City may introduce new technology to the City's workforce. The City will provide the Union with thirty (30) days' notice of any change to technology.

Section 2. Global Positioning System.

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

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

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

10. <u>ARTICLE XXIV</u> - DURATION OF AGREEMENT

Amend Article XXIV as follows:

Amend the dates contained in Article XXIV to reflect a three (3) year contract with a duration from July 1, 2023 through June 30, 2026.

This three-year agreement is subject to the following:

- 1. The Union has ratified this Agreement covering the period from July 1, 2023 through June 30, 2026; and
- 2. The Mayor has approved this Agreement covering the period from July 1, 2023 through June 30, 2026; and
- 3. The Boston City Council has voted to fund this Agreement covering the period from July 1, 2023 through June 30, 2026.

In witness hereof, the City of Boston and the Boston Park Rangers Association, have caused the Agreement to be signed, executed and delivered on the 14 day of 00000, 2025.

CITY OF BOSTON	BOSTON PARK RANGERS' ASSOCIATION
Mayor Michelle Wu	Albert Hurd, President B.P.R.A.
Alex Lawrence, Chief People Officer	Jennifer McNeil, Treasurer B.P.R.A.
Ashley Groffenberger, Chief Financial Officer September 1988 Renee Bushey, Director, Labor Relations	Hodari Keels, Secretary B.P.R.A.

Approved as to form:

Adam Cederbaum, Esq. Corporation Counsel