

AGREEMENT

between

CITY OF BOSTON

and

OFFICE and PROFESSIONAL EMPLOYEES INTERNATIONAL UNION

LOCAL 6, AFL-CIO

Effective: July 1, 2023  
Expiring: June 30, 2026

(Housing Inspectors)

## TABLE OF CONTENTS

PERSONS COVERED BY THIS AGREEMENT .....	1
NONDISCRIMINATION.....	1
PAYROLL DEDUCTION OF ASSOCIATION DUES.....	1
PAYROLL DEDUCTION OF AGENCY SERVICE FEE .....	2
MANAGEMENT RIGHTS .....	2
DISCIPLINE AND DISCHARGE .....	2
GRIEVANCE PROCEDURE.....	3
NO-STRIKE CLAUSE .....	5
STABILITY OF AGREEMENT .....	6
HOURS OF WORK AND OVERTIME .....	6
TEMPORARY SERVICE IN A LOWER OR HIGHER POSITION .....	9
HOLIDAYS .....	11
VACATION LEAVE.....	12
SICK LEAVE .....	15
OTHER LEAVES OF ABSENCE.....	20
SAFETY AND HEALTH.....	23
MISCELLANEOUS .....	23
COMPENSATION .....	32
UNION BUSINESS.....	36
DURATION OF AGREEMENT .....	37
Appendix I .....	39

## **AGREEMENT**

THIS AGREEMENT made under Chapter 150E of the General Laws by and between the City of Boston, hereinafter called "the City", acting by and through its Mayor, or its Office of Labor Relations, and the Office and Professional Employees International Union, Local 6, AFL-CIO, hereinafter called "the Union."

### **WITNESSETH:**

#### **ARTICLE I**

##### **PERSONS COVERED BY THIS AGREEMENT**

The City recognizes the Union as the exclusive collective bargaining representative for all employees in the service of the City in the Housing Inspection Division in the following classifications:

- Housing Inspector
- Environmental Sanitation Inspector
- Senior Housing Inspector
- Senior Environmental Sanitation Inspector
- Housing Inspector Hearings Officer
- Principal Housing Inspector
- Principal Environmental Sanitation Inspector

and excluding all other employees.

#### **ARTICLE II**

##### **NONDISCRIMINATION**

The Municipal Employer and the Union agree not to discriminate in any way against employees covered by this Agreement on account of membership or non-membership in the Union, or on account of race, religion, creed, color, national origin, sex, age, or physical handicap

#### **ARTICLE III**

##### **PAYROLL DEDUCTION OF ASSOCIATION DUES**

In accordance with the provisions of Section 17 A, 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 on 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 for payroll deduction of union dues or agency fees. Remittance of the aggregate amount of dues deducted shall be made to the Union treasurer within twenty-five (25) working days after the month in which dues or agency fees are deducted.

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 IV PAYROLL DEDUCTION OF AGENCY SERVICE FEE**

Section 1. This section is intentionally left blank.

#### **ARTICLE V MANAGEMENT RIGHTS**

Section 1. 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 their Department, provided that such rules and regulations are not inconsistent with the express provisions of this Agreement

Section 2. Subcontract Clause. The City reserves and retains the right to contract out or subcontract out work. As such, the City shall not be deemed limited in any way in the exercise of its right to discontinue operation in whole or in part, or to discontinue the performance of the operations in whole or in part by employees of the City, to eliminate all or some jobs within existing job classifications, or to layoff personnel Pursuant to the exercise of this right, the City agrees to notify the Union and discuss the impacts of its decision at least twenty (20) days prior to the implementation of such contracting or subcontracting out

#### **ARTICLE VI DISCIPLINE AND DISCHARGE**

Section 1. No Employee who has completed six (6) months of actual work shall be disciplined, suspended, demoted or discharged except for just cause. Any period or periods during the first six (6) months of service for which an employee does not work (including as

little as one (1) hour) shall extend the probationary period by that amount of time. For the purposes of employees working on less than a 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 the extension. An employee who separates from service and is subsequently re-employed by the City of Boston shall serve a new one hundred and twenty (120)-day probationary period, except in cases of recall or reinstatement.

An employee who appeals their 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 their 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 shall be the exclusive procedure for resolving such grievance in accordance with G L c.150E, § 8.

Section 2. It is understood and agreed that the City's failure or refusal to request authorization from Civil Service to extend a provisional appointment beyond its original term or beyond any previously authorized extension thereof, shall not constitute discharge or other discipline hereunder and shall not be a subject of grievance or arbitration.

Section 3. An employee whose office or position is neither classified nor deemed to be classified under Civil Service Law and rules and who has completed their six-month probationary period, shall not be discharged except for just cause.

## **ARTICLE VII GRIEVANCE PROCEDURE**

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

Section 2. Grievances shall be processed as follows:

Step #1. The Union representative, with or without the aggrieved employee, shall present the grievance orally to the employee's immediate supervisor outside of the bargaining unit, who shall attempt to adjust the grievance informally.

Step #2. If the grievance is not settled at Step #1, it shall be presented in writing to the appointing authority or their delegate in the department in which the aggrieved employee serves Said presentation in writing must be made within fourteen (14) calendar days of the occurrence or failure of occurrence, whichever may be the case, of the incident upon which the grievance is based, or else the grievance is waived The appointing authority or their delegate shall schedule a hearing on the grievance, and issue a written answer thereto, within ten (10) calendar days after said presentation in writing.

Step# 3. If the grievance is not resolved at Step #2, it may be presented in writing to the City's Office of Labor Relations. Said presentation in writing must be made within ten (10) calendar days after issuance of the appointing authority's Step #2 written answer, or within twenty-one (21) calendar days after the grievance is presented in writing at Step #2 if no written answer is timely issued, or else the grievance is waived. The City's Office of Labor Relations shall schedule a hearing to be held within twenty (20) calendar days after the grievance is presented in writing to it; one or more of the staff of said Office shall conduct the hearing, and issue a written answer thereto within ten (10) calendar days after the hearing; in addition, the City's committee to hear grievances may include such other persons said Office may from time to time designate.

Step# 4. If the grievance is not resolved at Step #3 the Union, and not any individual employee, may submit the grievance to arbitration. Said submission to arbitration must be made within twenty-one (21) calendar days after issuance of the Step #3 written answer, or within fifty-one (51) calendar days after the grievance is presented in writing at Step #3 if no written answer is timely issued, or else the grievance is waived. "Submission to arbitration" means a letter to the American Arbitration Association, postage prepaid, postmarked within the above time limits, with a copy to the Office of Labor Relations.

The arbitrator shall be selected by the mutual agreement of the parties (the Union and the Office of Labor Relations). If the parties fail to agree on a selection in the first instance, the American Arbitration Association shall be requested to provide a panel of arbitrators from which a selection shall be made. Expenses for the arbitrator's services shall be shared equally by the parties. The time limits at any step of the grievance procedure shall be waived by mutual consent, provided the agreed-upon form is signed by both parties.

Section 3. Written submissions of grievances at Step #2 shall be filed 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' 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. A written list of Union stewards and other representatives in each department shall be furnished to the appointing authority immediately after their designation, and the Union shall notify the appointing authority of any changes.

Section 5. Any Incident which occurred or failed to occur prior to the effective date of this Agreement shall not be the subject of any grievance hereunder.

Section 6. The arbitrator hereunder shall be without power to alter, amend, add to, or detract from the language of this Agreement. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall submit in writing their decision within thirty (30) days after the conclusion of testimony and argument, or as soon thereafter as practicable, unless extended by mutual consent. The arbitrator shall have no power to recommend any right or relief for any period of time prior to the effective date of this Agreement.

Section 7. Any matter filed with MCAD, EEOC, Civil Service Commission, or Retirement Board shall not be subject of a grievance or arbitration hereunder. Complaints by Civil Service employees that they are being required by the appointing authority to perform work outside their job description shall be referred to the Supervisor of Personnel prior to making complaint to the Director of Civil Service.

## **ARTICLE VIII 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 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 the Article by individual members of the Union.

## **ARTICLE IX 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 City's Office of Labor Relations and the Union.

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 obligation of the Union and the Municipal Employer to such future performance shall continue in full force and effect.

## **ARTICLE X HOURS OF WORK AND OVERTIME**

Section 1. The regular workweek shall consists of five (5) days from Wednesday through the following Tuesday and/or of four (4) days from Wednesday through the following Tuesday. The regular workweek for employees assigned to the five (5) day week shall be thirty-five (35) hours and the regular work day shall be seven (7) hours. The regular workweek for

employees assigned to the four (4) day workweek shall be thirty-five (35) hours and the regular work day shall be eight (8) hours and forty-five (45) minutes.

Section 2. All authorized overtime service in excess of the regular workday or the regular workweek shall be compensated on a time-and-one half basis.

Section 3. In the event that an employee is required by the City to perform six (6) or seven (7) consecutive days of actual service, service on the sixth (6th) or seventh (7th) consecutive day shall be deemed overtime service within the meaning of Section 2 of this Article.

Section 4. 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 unauthorized absence in the week in which 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 5. The City may offer and the employee may accept paid compensatory time off in lieu of monetary compensation for hours actually worked in excess of the regular workweek(s) as defined in Section 1 above. The rate of such compensatory time earned shall be one and one-half (1 ½) hours of compensatory time for each excess hour worked. The employee may choose whether to receive payment in compensatory time or in monetary compensation subject to the City's determination of its operating needs.

Section 6. Overtime work shall be distributed as equitably as possible. A list of all eligible employees shall be posted in a conspicuous place and electronically online 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.

Section 7. In the event an employee reports to their regular place of work at this regularly scheduled time and is sent home for lack of work, they shall be entitled to a day's pay.

Section 8. All employees' work schedules shall provide for a 15-minute rest period

during each one-half ( $\frac{1}{2}$ ) shift. The rest period shall be scheduled at the middle of each one-half ( $\frac{1}{2}$ ) shift whenever this is feasible. The present practice with respect to wash-up time shall continue in force for the duration of this Agreement.

Section 9(a). If an employee who has left their place of employment after having completed work on their regular shift is called back to work, they shall be paid for each hour worked on a time-and-one half ( $1\frac{1}{2}$ ) basis, and in no event shall they receive less than four (4) hours' pay on a straight-time basis.

(b) If an employee is called into work on a holiday, they shall receive, in addition to their regular weekly compensation, time-and-one-half for each hour worked on such holiday, and in no event shall they receive less than four (4) hours' pay on a straight-time basis.

(c) If an employee is called into work on a Sunday, they shall receive, in addition to their regular weekly compensation, double time for each hour worked on such Sunday, and in no event shall they receive less than four (4) hours' pay on a straight-time basis.

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

Section 10. All employees shall be scheduled to work on regular work shifts, and each work shift shall have a regular starting time and quitting time. Schedules of work days and workweeks shall be posted on all department bulletin boards and online at all times. Employees shall be given reasonable notice of any change in these work schedules.

Section 11. The City agrees to give the Union reasonable notice of any proposed change in scheduled work shift and an opportunity to discuss the proposed change. 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 12. Work schedules shall include the workday, workweek and ward assignment. Said schedules shall be bid once per year. Bids shall be processed and implemented by October 1 of each year. Employees may bid the same assignment for up to two (2) years. After two (2)

years an employee may not bid on that assignment for at least one (1) year. The Department may staff any empty or understaffed ward or assignment at their discretion. All employees are assigned to both their ward and the rental term.

Employees who:

- are out on leave of absence for any reason and do not have a definite return date within two (2) months of the bid, or
- employees who have extended their return date for their current leave at any prior time, or
- employees who are unable to perform the essential functions of the position shall not be eligible to bid during the bidding period. The employee will be assigned to a ward or rental assignment on their return.

Section 13. All employees in the bargaining unit shall sign-in at the beginning of their scheduled work shift and sign-out at the end of their scheduled work shift. Failure to comply shall subject an employee to progressive discipline. Willful misrepresentation on time sheets is an offense punishable by dismissal.

Section 14. Where the City agrees that a valid complaint of a violation in the distribution of overtime exists, the City shall offer the next available overtime opportunity within thirty (30) days of the complaint, or the eligible individual shall be granted a cash payment equal to the amount of money they would have earned if not improperly bypassed for overtime.

## **ARTICLE XI**

### **TEMPORARY SERVICE IN A LOWER OR HIGHER POSITION**

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 they perform regular service, they shall be compensated at the rate of pay for the grade of the position in which they perform regular service.

Section 2. Compensation for work in a Higher Classification. 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 they perform regular service, other than for the purpose of filling in for an employee on vacation, shall commencing with the sixth (6th) consecutive day of actual service, be compensated at the rate to which they would have been entitled had they been promoted to such position.

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.

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

Section 4. When there is no existing Civil Service list for the position to be filled temporarily, the selection of an employee to perform temporary service in a higher position shall be made on the basis of qualifications and ability; and where qualifications and ability are substantially equal, seniority shall be the determining factor. In the event that the senior applicant for the position is not selected, the appointing authority shall, upon request by the Union, submit reasons in writing why said senior employee was not selected to fill the position. The appointing authority shall be the sole judge of qualifications and ability, provided that such judgment shall not be exercised arbitrarily, capriciously, or unreasonably. Any dispute hereunder shall be subject to the grievance and arbitration procedure.

Section 5. Provisional Promotion. In the event the appointing authority seeks to fill a permanent vacancy with a provisional promotion in a position covered by this Agreement at its effective date, the following procedure shall apply:

- (a) The vacancy shall be posted for five (5) consecutive working days in the department, division, or employing unit in which the vacancy exists.
- (b) On the poster the appointing authority shall specify the job classifications eligible to fill the position. (Their decision as the eligible classifications of employees shall be subject to Civil Service Law and rules and shall not be a subject of grievance or arbitration). The poster shall also specify the duties of the position and the location of the position.
- (c) The selection of an employee for provisional promotion shall be made from among the eligible bidders in the manner specified in Section 4 of this Article. Notice of selection shall be posted on the original poster at the time the selection is made.

Section 6. A complaint by an employee who is junior to the employee selected under Section 4 or Section 5 of this Article shall not be a subject of grievance or arbitration.

Section 7. Seniority, as used in Section 4 of this Article when there is no existing Civil Service eligible list for the position to be filled, shall be based upon the date on which an employee was first certified by Civil Service as a permanent appointment within the Housing Inspection Division.

Section 8. Any employee provisionally promoted, provisionally appointed, transferred and/or placed in a new position in the bargaining unit, shall serve a separate twelve (12) month evaluation period during which time the Appointing Authority, at their discretion, may return the employee to their former position.

## **ARTICLE XII HOLIDAYS**

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

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

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

Section 2. If an employee is not required to work on any of the holidays listed in Section 1 of this Article which falls on their regular workday, they shall nevertheless be paid their regular weekly compensation for the workweek in which the holiday falls. If in the course of their regular service an employee is required to work on any of the holidays listed in Section 1 of this Article, or if the holiday falls during an employee's vacation or on their regular day off (such as Saturday), they shall receive, in addition to their regular compensation, either an additional day off or an additional day's pay on a straight-time basis.

Section 3. Notwithstanding any provision of this Agreement to the contrary, the City

reserves and retains the right to determine whether an employee who works on a holiday shall receive additional time off or additional pay.

Section 4. Floating Holidays. 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 at a time or times requested by the employee and approved by their immediate supervisor outside the bargaining unit. Employees who were not City of Boston employees on January 1, 2013, or who 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 XIII ("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 their "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 their "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 XIII VACATION LEAVE**

Section 1. The "vacation eligibility year" shall be the twelve (12) months preceding January 1.

Section 2. Vacation leave shall be calculated as follows:

(A) An employee who starts work before July 1 shall receive one-week vacation during their first calendar year of employment. Upon completion of six months of service and continuing thereafter, vacation shall be calculated pursuant to the schedule in Section 2(C) below.

(B) An employee who starts work after July 1, shall not receive any vacation during their first calendar year of employment. Thereafter and upon completion of six (6) months service, vacation leave shall be calculated pursuant to the schedule in Section 2(C) below.

(C) For all employees not in their first calendar year of employment, vacation leave shall be calculated pursuant to the following schedule:

Effective January 1, 1986

Length of Service as of January 1	Vacation Entitlement in a Calendar Year
Less than six (6) months	One (1) week
More than six (6) months but less than four (4) years	Two (2) weeks
More than four (4) years but less than nine (9) years	Three (3) weeks
More than nine (9) years but less than fourteen (14) years	Four (4) weeks
More than fourteen (14) years	Five (5) weeks
More than thirty (30) years	Six (6) weeks

Section 3. For the purpose of determining vacation leave under Section 2 (c) of this Article, service with the Commonwealth of Massachusetts, the City of Boston or the County of Suffolk shall be included in computing length of service. However, the number of years computed and credited shall be capped at twelve (12) years. All members of the bargaining unit who are on the payroll as of the effective date of this Agreement, which shall be complete upon execution by the Mayor, shall be exempt from the terms of this provision.

Section 4. An employee may secure the benefits of Sections 2, 3, and 6 of this Article only during active service; and no rights under said sections shall accrue to an employee in the event of the termination of their employment before the vacation leave therein authorized has been actually taken, except as specifically provided in Section 8 of this Article.

Once an employee has been on leave for over twelve (12) weeks (paid or unpaid) s/he will be eligible to accrue their vacation only upon completion of actual work equal to the length of the authorized absence or completion of six (6) months of actual work, whichever is less. Any period or periods during this six (6) months of service in which the employee is absent with or without authorization (including as little as one (1) day shall extend the effective date of

vacation eligibility. Any employee on an authorized leave of absence shall accrue or not accrue vacation time in accordance with the City's Family & Medical Leave Policy (attached).

For the purpose of computing "actual work" under Section 2 of this Article, any employee who has been absent with or without authorization for a total of more than sixty (60) days excluding authorized vacation leave in any one calendar year must complete six (6) months of active service to be vacation eligible as outlined in Section 2 of this Article. Any period or periods during this six (6) months of service in which the employee is absent with or without authorization (including as little as one (1) day) shall extend the effective date of vacation eligibility. The six (6) month period shall begin to run on the day the employee returns from the last period of absence in the calendar year in which the employee has exceeded the sixty (60) day limit. In addition to the above, up to one (1) year of disability leave (Workers' Compensation) may be counted as "actual work".

Section 5. If during the vacation eligibility year prior to January 1, the employment of an employee who has actually worked for the Municipal Employer for six (6) months in the aggregate since January 1, of the preceding year and who is entitled to vacation leave under Section 2, Section 3, or Section 4 of this Article, is terminated for a reason other than death, retirement, or discharge for cause, such employee shall be paid an amount in lieu of vacation leave prorated in the proportion that the number of months of service since January 1 of the preceding year (including the month in which employment is terminated) bears to twelve (12).

Section 6. If the employment of any employee entitled to vacation leave under Section 2, Section 3 or Section 4 of this Article is terminated by death or retirement without the employee having been granted such vacation, such employee, or in the case of death, the employee's estate, or as provided in Section II of M. G. L. c. 41, the employee's surviving spouse or next of kin, shall be paid an amount in lieu of such vacation, provided, that no monetary or other allowance has already been therefore, and provided, further, if the employment is terminated by death or retirement before January 1, that the employee has actually worked for the Municipal Employer for six (6) months in the aggregate since December 31 of the preceding year.

Section 7. Immediately prior to departure on vacation leave, an employee will be permitted to be advanced vacation pay allowance up to their maximum vacation leave entitlement under this Article, provided that when the employee is departing on a vacation leave period which is less than their full vacation leave entitlement, the advancement shall not exceed

the vacation pay allowance for such vacation leave period.

Section 8. Vacation leave shall be taken at such time as, in the opinion of the Appointing Authority, will cause the least interference with the regular work of their Department Subject to the preceding sentence, vacation leave selection shall be determined by seniority. Employees may carry over up to ten (10) days of vacation from year to year.

## **ARTICLE XIV SICK LEAVE**

Section 1. Every employee covered by this Agreement shall, subject to Section 2 of this Article, be granted sick leave, without loss of pay. 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 the 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.

Section 2. Beginning January 1, 2013, every employee covered by this Agreement shall be required to comply with the City of Boston Attendance Policy (attached).

Section 3. An employee on leave because of an occupational disability may take such of the sick leave allowance to which they are entitled under this Article as, when added to the amount of any disability (Workmen's) compensation, will result in the payment to them of their 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 (Workmen's) compensation, will result in payment of a full week's salary to an employee who is on leave because they were injured in the line of duty as the result of violence by a patient or person in lawful custody.

However, an employee who while in the performance of their 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 an is receiving Workers' Compensation payment

pursuant to G.L. c. 152, shall be paid the difference between the weekly cash benefits to which they would be entitled to under Chapter 152 and their 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 4. Up to five (5) days' sick leave credit will be restored to an employee's accumulated sick leave when such employee has used sick leave allowance between the date of injury on the job and date disability (Workmen's) compensation is awarded, except that such sick leave shall be offset proportionately by a disability benefit that is awarded retroactively to date disability was incurred.

Section 5. An annual report of sick leave shall be made available upon 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:

Sick Day Used	Cash Redemption
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 their redemption options. An employee may elect to redeem all or part of their entitlement in full days Unredeemed sick leave days will be accumulated in the normal manner Sick leave buyback shall be paid by March 31.

Section 7. Sick Leave Abuse. It is agreed that employees who abuse the sick leave provisions of this Agreement shall not be entitled to paid sick leave and shall be subject to disciplinary action in accordance with the provisions of Article VI. 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 any employee for City service, the City shall redeem a percentage of the employee's accrued but unused sick leave. The City shall redeem no more than thirty percent (30%) of the total accumulative sick leave at the employee's final rate of pay for the last three (3) years of service. Effective upon ratification, in no event shall an employee receive more than fifteen thousand dollars (\$15,000) of the total accumulative sick leave at the employee's final rate of pay for the last three (3) years of service.

Effective upon ratification, new employees hired after the date of ratification of this Agreement shall not be eligible for sick leave redemption upon retirement.

Section 9. Personal Leave. Beginning in 2013, on January 1 of each year, full time employees on the payroll as of that date will 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 City 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. Personal leave days may be used to conduct personal business that could not be done outside of working hours Such leave shall be taken in hour-long units of not less than one (1) hour and not more than seven (7) hours in duration. (Fraction of hours shall be deemed whole hours.) No employee shall use personal leave on the day before or after vacation leave.

The employee shall endeavor to provide reasonable prior notice to the Appointing Authority as to the timing of personal leave. Approval for the use of personal leave shall be

subject to the operating needs of the Department, and shall not be arbitrarily, capriciously or unreasonable withheld.

Section 10. An employee in their probationary period who experiences a medical emergency in their immediate household relating to themselves, spouse or child, may request in writing a sick leave advance to the Commissioner of their designee, and shall include medical documentation as requested by the Commissioner. The Commissioner may, at their discretion, authorize an advance of paid sick time accrued on a pro-rata basis. In no event may an amount more than the employee has accrued on a pro-rata basis be authorized. Any advance of paid sick leave pursuant to this section shall be deducted from the employee's accrued balance. The decision of the Commissioner relative to a request shall not be the subject to the grievance or arbitration, or to challenge in any judicial or administrative form.

Section 11. Sick Leave Bank. There shall be established for all members of the 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 their 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 they 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 their 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 the first week of January to January 31 of each year.
- (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 two (2) representatives appointed by the City and two

(2) representatives appointed by the Union. Members of the Committee shall be granted reasonable time off pursuant to Article 15. 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 an additional thirty (30) day period the grant for additional leave, and in no event shall such leave exceed sixty (60) 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 shall be awarded only by majority vote of the Committee. 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 used portion pursuant to Section 8 of this Article.

## **ARTICLE XV. OTHER LEAVES OF ABSENCE**

Section 1. Subject the operating needs of the Department, determined by the appointing authority, leave of absence without loss 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 services 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) Attendance by employees, who are delegates or alternates, at the annual convention of the Massachusetts State Labor Council;
- (d) Prophylactic inoculation required by the Municipal Employer;
- (e) Red Cross blood donations, if made on the premises of the department in which an employee requesting such leave serves;
- (f) Promotional examinations conducted under Civil Service Law and rules for promotion to any position in the service of the City;
- (g) Medical examinations for retirement purposes;
- (h) Attendance at hearings in Workmen's 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;

- (i) 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 could preclude them from voting outside regular working hours, taking into consideration travel time from the polls to their regular place of employment, or vice versa;
  - (j) Reasonable time for the processing of grievances by one employees' representative on each shift The Union shall provide and keep up-dated a list of such representatives;
  - (k) Attendance at educational programs required or authorized by the City; and
- (i) Emergency medical treatment for employees injured during performance of assigned work.

Employees who have returned to regular duty or to light duty after having been injured during 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.

Section 2. Military Leave. 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 updated 2021 (attached).

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 them of their full salary for any particular workweek.

Section 4. Bereavement Leave. 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, unless it results in the reduction of benefits. The City will provide thirty (30) day notice to the Union of

any change to or elimination of the Bereavement Leave Policy.

Section 5. Parental Leave. Every employee covered by this Agreement shall be granted parental leave consistent with the City of Boston's Family & Medical Leave Policy, a copy of which is attached and as from time to time amended. 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) days' notice to the Union of any change to or elimination of the Paid Parental Leave Policy.

Section 6. Notification Requirements for Employee's 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 services and their 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 their 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 their department head in writing when they have been cleared for return to work regarding their intent to return to work or request applicable leave. Any employee who fails to notify their department head of their 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 their 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 separations 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 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 they are certified able to work at their position by their physician. The employee will then undergo City medical examination when such examination is scheduled, and the results of that examination shall control, provided that the Union may grieve said results.

## **ARTICLE XVI SAFETY AND HEALTH**

Both parties to this Agreement shall co-operate 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 XVII MISCELLANEOUS**

Section 1. 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. This section is intentionally left blank.

Section 3. 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 4. Employees 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 they have read such

material by affixing their signature on the actual copy to be filed. Such signature does not necessarily mean that the employee has read the material to be filed.

(b) The employee shall have the right to answer any material filed and their answer shall be attached to the file copy

(c) The employee shall have the right, on request at reasonable times, to examine all material in their personnel file which is neither confidential nor privileged under law, in the presence of an officer in the Personnel Office. A copy of any such material shall be furnished to the employee at their request.

Section 5. Labor-Management Committee. As soon as possible after the execution of this Agreement, there shall be formed a productivity committee composed of an equal number of representatives from the management of the Department and the Union. The respective committees shall work together in an effort to improve the delivery of City services. The formation of these committees in no way limits the right of either the Union or the City as stated in this contract or under applicable law.

Section 6. Residency. All 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 consecutive full-time service with the City of Boston, bargaining unit members will be exempted from the Residency Ordinance.

Section 7. The provisions of St 1982, c. 190, §18, are specifically incorporated into this agreement.

Section 8. Conflict of Interest and Outside Employment.

(a) It is the policy of the Department of Inspectional Services to require that all employees of the Division of Housing Inspections provide annually to the Commissioner an updated list of their outside employment.

(b) Effective July 2, 1986, and every July 2nd thereafter, employees of the Division of Housing Inspections shall submit a disclosure statement on conflict of interest together with a list of outside employment in accordance with the form attached hereto.

(c) The list shall be provided directly to the Commissioner of Inspectional Services and shall be submitted within ten (10) days of the effective date indicated in Subsection (b) above.

Such information shall be confidential in nature and shall not be discoverable by any other party.

- (d) Any employee of the Division of Housing Inspections who fails to file the disclosure form by the due date shall be subject to disciplinary action up to and including discharge.
- (e) Should a potential conflict appear apparent in the submission or shall present a potential conflict, the employee shall be notified. The Commissioner, or their designee, shall meet with the employee to resolve the potential conflict of interest informally. No contact will be made with any outside employer until such meeting is completed.
- (f) Should such efforts fail, the Commissioner, or their designee, shall seek an advisory opinion from the Corporation Counsel. Such opinion shall be forwarded to the State Ethics Commission.
- (g) Should the Ethics Commission determine that a conflict of interest does exist, the employee shall be notified immediately and shall have 30 days to sever such outside employment.
- (h) Any employee who fails to sever such outside employment after 30 days shall be subject to disciplinary action up to and including discharge.
- (i) Such information is provided for the good of the Department and shall not be used arbitrarily or capriciously.

#### Section 9. Personnel Evaluations for Division of Housing Inspections.

- (a) It is the policy of the Department of Inspectional Services to require that all employees of the Division of Housing Inspections be evaluated for job performance.
- (b) Such evaluation shall be done at least once a year and shall include all employees within the Division of Housing Inspections. The evaluations shall be undertaken by the Director of Housing Inspections and or their designated management staff and shall be approved by the Commissioner.
- (c) The evaluation shall be done on forms developed by the Department. The Parties agree

that Performance Evaluation Forms will evaluate employee performance on fixed categories of competencies. All forms distributed shall include (1) the name of the employee to be evaluated; (2) their length of service; (3) the period of evaluation.

(d) Whenever such evaluation is completed, such employee shall be promptly notified and given a copy of such material. Any employee may file a written statement setting forth their opinion as to the accuracy or propriety of such personnel evaluation, such statement along with the evaluation shall be placed in their personnel file. Such personnel evaluations shall not be a subject of grievance or arbitration.

(e) Should the City wish to change or eliminate the Performance Evaluation Forms, it will provide the Union with thirty (30) days notice.

Section 10. Training, Professional Certification and Career Ladder Committee. The employer and the Union recognize the importance of training programs, professional certification, and the development of career ladders, and seek here to establish a mechanism for generating such program recommendations and their implementation.

Section 11. Weekly on-Call Pay. An on-call list shall be established on a voluntary basis. Employees who volunteer to be on the on-call list will be assigned to the on-call assignment on a rotating basis. When an employee volunteers to perform on the on-call duties, they are required to remain on the list for six (6) months. The parties further agree that, in the event there are no volunteers or insufficient volunteers to perform this duty, the Department has the right to ensure that this work is performed and shall assign bargaining unit employees to be on call in inverse order of seniority on a rotating basis. Each contract year, the on-call list for mandatory assignment purposes shall reset (such that the City shall start with the assignment of the lowest seniority employee and proceed thereafter in order of inverse Seniority). The City shall not make mandatory assignments of more than two (2) employees in a given week, except in the case of adverse weather conditions.

When an off-duty employee is called out to work outside of their regular hours they shall receive:

(a) On call pay at time and one-half for the hours actually worked on the call out;

- (b) An on-call allowance of two hundred and fifty dollars (\$250.00) for each week they are on-call. To be eligible for the on-call allowance an employee must be available to work at all times during their scheduled on-call week.
- (c) Employees shall be entitled to travel time for one half (½) hour to and from any call out at a straight time rate.
- (d) The Department shall attempt to contact the employee at home. If unsuccessful, the Department will contact the employee by city provided cellular phone.
- (e) 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, their name shall be removed from the on-call list for one (1) year and they shall be subject to progressive disciplinary action.
- (f) Any employee who is on-call shall be responsible for ensuring that their city provided cellular phone is in working order at all times (see subsection (E)).
- (g) 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.

Section 13. Alcohol and Drugs. As a condition of employment no alcohol or illegal drugs shall be used or possessed by an employee during the work shift of an employee including, all work breaks Failure to comply with this Section shall subject an employee to progressive discipline. For the purposes of this Section, "possession" shall mean possession on City property or City Equipment.

Section 14. Certification.

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

Section 15. The Union agrees that the Principal Inspector title shall be removed from the

bargaining unit when current incumbents vacate the position.

Section 16. Productivity Incentive Committee. The parties agree to form a productivity incentive committee. The purpose of this committee will be to explore and formulate a productivity incentive program for bargaining unit members which will be aimed at setting specific unit and individual goals. The Committee shall be comprised of two (2) representatives of management and two (2) members of the bargaining unit. The Committee shall meet as determined by the Appointing Authority and shall negotiate towards developing an incentive program. Upon final completion and approval by the Appointing Authority, the City shall implement the productivity incentive program.

Section 17. Identification Cards. Members of the bargaining unit shall be required to wear identification cards at all times during working hours. Identification cards shall be supplied at the City's expense.

Section 18. 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 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 19. Health Insurance Opt-Out. The bargaining unit members declining the City's health insurance benefit shall be eligible for the City's opt-out insurance benefit pursuant to the City's health insurance policy. Those bargaining unit members shall receive fifteen hundred dollars (\$1,500) for opting-out of an individual plan or twenty-five hundred dollars (\$2,500) for opting-out of a family plan under the above mentioned policy.

Eligibility: To participate employees must currently be enrolled in medical coverage through the City of Boston and drop the coverage during the Open Enrollment period for at least one year;

Employees are eligible for the payment if they have coverage under another plan. Other plans include:

- (a) Your spouse's/partner's plan (as long as they are 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 20. GPS Technology. To improve deployment and supervision of personnel, to decrease incident/service response times, to protect its property and increase employee safety, the City intends to install GPS or other similar technology on its equipment and vehicles. Without waiving their rights in this matter the parties agree that the City shall provide the Union with written notice one hundred and eighty (180) calendar days prior to such installation. The City agrees to meet at least six (6) times to bargain during the one hundred and eighty (180) days. In its written notice to the Union, the City shall identify the types of equipment and types of vehicles within which it intends to install GPS technology.

It is understood that disciplinary actions against or excessive monitoring of City employees is neither the primary purpose, nor its intended result of the implementation of GPS or other similar technology. To that end, any disciplinary action which is based in any part upon a GPS finding or report must also be based on independent facts and justification which comport with the "just cause" standard in Article VI, Section 1 of the Collective Bargaining Agreement.

Section 21. Post-Accident Drug and Alcohol Testing.

The parties agree to incorporate the post-accident drug and alcohol testing provision of the City's Drug Testing Policy for members of the bargaining unit who operate a City vehicle as follows.

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
2 hours	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 properly admitted
8 hours	ALCOHOL - Cease attempts to administer alcohol test and prepare and maintain records 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 themselves 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 0.04% 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.

Section 22. Attendance. Every employee covered by this Agreement shall be required to comply with the City of Boston's Attendance Policy beginning January 1, 2013 (attached).

Section 23. 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 (attached).

Section 24. Cancer Screening. All employees covered by this Agreement shall be permitted to use up to seven (7) hours 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 healthcare 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.

Section 25. Technological Changes. 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. As stated in Article XVIII, Section 9, Compensation Grade Appeals, perceived changes in job duties related to new technology are not a basis for reclassification.

## **ARTICLE XVIII COMPENSATION**

### Section 1.

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

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

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

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

Retroactive pay, if any, shall be limited to employees of the City on the date that the Union ratifies this Agreement. Employees who have separated from employment for any reason prior to the date the Union ratifies this Agreement 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 only, then the next scheduled base wage increase and base dollar amount increase will be delayed by one year from the scheduled date. However, all base wage increases and base dollar amount increases due under this Agreement will be paid to employees prior to the expiration of the Agreement. The parties agree that this provision of the Agreement shall lapse, expire and sunset on July 1, 2027.

Section 2. The parties agree that all bargaining unit members must be certified as a constable as part of their regular duties and responsibilities. The assignment of constabulary duties shall remain at the discretion of management. The parties recognize that this obligation arose through bargaining and that the differential that existed as of July 1, 1997 was rolled into the base wages.

Section 3. Travel allowance for employees on those days on which they are required to use their own automobiles shall be \$16.00 per day

Section 4. An employee covered by this Agreement who furnishes satisfactory evidence of designation as a registered sanitarian shall receive, in addition to their regular weekly compensation, additional compensation in the amount of five (\$5) dollars per week.

Section 5. No employee shall lose pay upon promotion (e.g. when promoted from a position to which they had been provisionally promoted).

Section 6. This Section 6 intentionally left blank.

Section 7. Tuition Reimbursement.

The distribution of the tuition reimbursement fund will follow the procedures in the Memorandum of Agreement signed February 28, 2007, attached to the end of this agreement.

(a) The City agrees to fund an amount for tuition reimbursement to permanent employees taking courses in preparation for the Commonwealth of Massachusetts Registered Sanitarian Examination.

(b) Upon submission of evidence satisfactory to the Commissioner of successful completion by a permanent employee of a course which the State recognizes as a prerequisite for taking the Registered Sanitation Examination, the Department shall reimburse the cost of tuition up to \$150 in a calendar year, provided such employee agrees to work for the Department for not less than one year after such reimbursement. An employee whose tuition is reimbursed under this paragraph and who resigns without having worked for one year after such reimbursement shall repay the City the amount of tuition cost paid by the City.

Section 8. The City and Union shall follow a prescribed process for review of Compensation Grade Appeals (CGA).

The procedure set forth in this section shall be the exclusive procedure for changing the compensation grade for any position that this Agreement covers. Specifically, an arbitrator is without authority to change the grade of a position through a grievance citing Article XI (Temporary Service in a Higher or Lower Position).

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 City 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, substantial, and permanent change in the job content of said position that could have the effect of changing its compensation grade. To warrant an upgrade, the employee must demonstrate that they actually perform a majority of the higher grade job functions listed in the higher graded job descriptions the majority of the time. The review shall not consider perceived changes in job duties related to new technology, state or federal mandates, and/or to increase in the volume of work or duties. Further, the review shall not consider where other employees in higher graded jobs actually perform the duties listed in the higher graded job description.

The procedure:

1. The Union shall submit a completed CGA application on behalf of a member(s) to the Office of Labor Relations (OLR). Incomplete applications shall be returned to the Union.
2. OLR shall forward the application to OHR Classification and Compensation Unit and to the employee's Department not more than five (5) calendar days after receipt.
3. OHR Classification and Compensation Unit staff shall review the application and will reach out to the Department and/or the union for additional information. Applications that meet the standard for upgrading a position shall be granted. Applications that do not meet the standard for upgrading a position shall be denied and returned to the Union. OHR Classification and Compensation Unit shall complete this review and OLR will notify the Union within sixty (60) days from receipt.

4. Within twenty (20) calendar days of receipt of OHR's denial of a CGA, the Union may request in writing a review before the City's Director of Human Resources or her/his/their designee.
5. Upon receipt of the Union's request, the Director of Human Resources or her/his/their designee shall offer to schedule a date for the review within seven (7) days. The Union must cooperate in the scheduling of the review or else the review will not be held and the application will be denied. The review shall occur within ninety (90) days of receipt of the request of the Union.
6. After the review, the Director of Human Resources may either grant or deny the CGA. The Director's review of the CGA shall be completed and a decision issued within ninety (90) days of receipt of the request from the Union.
7. Should the Director of Human Resources deny a CGA after review, the Union may file a grievance in accordance with Article VII Grievance Procedure.
8. In any arbitration under this Section, the Arbitrator will be limited to the question of whether or not the City was arbitrary or capricious in its determinations the CGA did not meet the standard for upgrading a position.
9. An arbitrator is without authority to award any remedy for any period of time predating the date that the Union submitted the completed CGA application.

This section replaces any prior CBA, Supplemental Agreement, Side Letters to the CBA, Settlement Agreements, Memoranda of Agreement, Memoranda of Understanding, policies, or by practice, related to this issue.

Section 9. No moneys shall be spent under this Agreement unless and until the funds necessary to implement the Agreement have been appropriated.

Section 10. Longevity Program

"Employees with ten (10) years of service but less than fifteen (15) years - \$200.00. "

"Employees with fifteen (15) years of service but less than twenty (20) years - \$250.00"

"Employees with twenty (20) years of service but less than twenty-five (25) years - \$300.00 "

"Employees with twenty-five (25) or more years of service - \$350.00"

"Such payment shall be made to the employees on the anniversary date of their employment

with the City "

Section 11. The City shall allocate four thousand eight hundred dollars (\$4,800) in annual funding to fund job related training and education as authorized and approved by the Appointing Authority.

Section 12. Direct Deposit. All members of the bargaining unit shall be required to receive their compensation via direct deposit. Employees will receive electronic pay stubs.

Section 13. Effective upon ratification and each July thereafter, every employee covered by this Agreement shall receive a clothing/footwear allowance in the amount of two hundred and fifty dollars (\$250.00) per fiscal year.

## **ARTICLE XIX**

### **UNION BUSINESS**

Section 1. Union Representative. The Union shall furnish the Office of Labor Relations with a list of officers and stewards as soon as practicable after designation of the officers/ stewards and shall keep the list current.

Section 2. Access to Premises. Representatives of the Union shall be permitted to enter the premises of the Department at any reasonable time for the purpose of discussing or processing grievances, provided that they do not interfere with the performance of duties and provided they give notice of their presence immediately upon arrival to the person in charge.

Section 3. Paid Leave of Absence for Union Business. Release time without loss of pay shall only be permitted for the following reasons and shall be subject to the operating needs of the Department as determined by the Appointing Authority:

1. Reasonable time for one officer or steward to investigate grievances or represent employees at departmental hearings or investigatory interviews (i.e. "Weingarten" situation). The officer or steward must request such leave at least twenty-four (24) hours in advance in writing to the supervisor outside the bargaining unit indicating the date, time, and purpose of the requested leave. The Department will respond with requests for leave within a reasonable period of time.
2. Reasonable time for Grievant(s), the Union President or their designee, and witnesses who are called to testify at a grievance, arbitration, Department of Labor Relations, or Civil Service hearing who are scheduled to work at the time of their appearance at the hearing. The Grievant(s), the Union President or their designee, and witnesses must

request such leave in writing at least one week in advance of the hearing to the Office of Labor Relations, except that for Step #2 grievance hearings, requests shall be made to the Appointing Authority/ designee as far in advance as possible.

3. Actual meeting time for employer authorized labor/management committee meetings.
4. Attendance by employees who are delegates or alternates at the annual conventions of the Massachusetts State Labor Council, and Office of Professional Employees International Union, AFL-CIO. 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.
5. No more than three members of the Union (exclusive of counsel or non-employee Business Representative of the Union) may attend meetings between the City and the Association for negotiating the terms of a collective bargaining agreement. The members must request such leave at least twenty-four hours (24) in advance in writing from the Office of Labor Relations and must indicate the date, time, and purpose of the requested leave.

## **ARTICLE XX**

### **DURATION OF AGREEMENT**

Section 1. Except as otherwise provided herein, this Agreement shall take effect as of the date of execution on July 1, 2023 and shall continue in force to and including June 30, 2026, until superseded by a new Collective Bargaining Agreement. On or after March 15, 1996, the Union or the City may notify the other of the terms and provisions it desires in a successor agreement. The parties shall proceed to negotiate with respect thereto. Notification under this Section shall be accomplished by the Association delivering a copy of its proposals to the Office of Labor Relations, or Vice Versa.

In witness hereof, the City of Boston and the Office and Professional Employees International Union, Local 6, have caused the Agreement to be signed, executed and delivered on the 29 day of June, 2024

CITY OF BOSTON

OPEIU, Local 6

  
\_\_\_\_\_  
Mayor Michelle Wu

  
\_\_\_\_\_  
Patrick Daly, Business Manager


  
\_\_\_\_\_  
Alex Lawrence, Chief People Officer

  
\_\_\_\_\_  
Patrick Sullivan, Business Agent

  
\_\_\_\_\_  
Ashley Groffenberger, Chief Financial Officer

  
\_\_\_\_\_  
Renee Bushey, Director, Labor Relations

Approved as to form:

  
\_\_\_\_\_  
Adam Cederbaum, Esq.  
Corporation Counsel

## Appendix I

### **By First Class Mail**

EMPLOYEES NAME

LAST KNOWN ADDRESS

LKA

Re: Return to Work Order

Dear NAME:

Since DATE, you have been absent from your position as 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 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 statutes (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 documentation for your continued absence.**

Again, if you do not notify your Department within fourteen (14) days of the receipt of this letter 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 disciplinary action. Also, continued failure to report to work may

increase the discipline that you may receive for your unauthorized leave.

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

Sincerely,

Dept.

Personnel Officer

cc: Union Representative  
Employees Supervisor  
Personnel File