

AGREEMENT
between
CITY OF BOSTON
and
BOSTON POLICE DETECTIVES BENEVOLENT SOCIETY

Effective: July 1, 2016

Expiring: June 30, 2020

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AGREEMENT

THIS AGREEMENT is made under Chapter 150E of the General Laws, by and between the City of Boston, hereinafter “the City” or “the Municipal Employer”, acting by and through its Mayor, and the Boston Police Benevolent Society, hereinafter called the “Society”.

WITNESSETH

WHEREAS: the Detectives employed by the City have duly designated the Society as their exclusive bargaining representative for the purpose of collective bargaining with the City with respect to wages, hours and conditions of employment; and

WHEREAS: the Society and the City desire to cooperate in establishing conditions which will tend to secure standards and conditions of employment consistent with the dignity of Detectives, and to provide methods for fair and peaceful adjustment of disputes that may arise between the Society and the City; and

WHEREAS: as a result of collective bargaining the parties have reached an Agreement, which they desire to reduce to writing; and which, except as amended and supplemented herein carries forward and preserves the terms and conditions contained in the agreement effective July 1, 2013.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties mutually agree as follows:

ARTICLE I-PERSONS COVERED BY THIS AGREEMENT

The City recognizes the Society as the exclusive representative for purpose of collective bargaining relative to wages, hours and other conditions of employment, of all

detectives, pursuant to a certificate issued by the Massachusetts Labor Relations Commission in Case No. MCR-3286 on April 20, 1982.

ARTICLE II-NON-DISCRIMINATION

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

ARTICLE III-STABILITY OF AGREEMENT

Section 1. No amendment, alteration or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by the parties hereto.

Section 2. The failure of the City or the Society to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the City or of the Society to future performance of any such term or provision, and the obligation of the Society and the City to such future performance shall continue in full force and effect.

ARTICLE IV-PAYROLL DEDUCTION OF SOCIETY DUES

In accordance with the provisions of Section 17A, Chapter 180 of the General Laws (Chapter 740 of the Acts of 1950), accepted by the City Council of the City of Boston on January 15, 1951, and approved by the Mayor on January 17, 1951, Society dues shall be deducted by the City weekly from the salary of each employee who executes and remits to the City a form of authorization for payroll deduction of Society dues. Remittance of the aggregate amount of dues shall be made to the Society Treasurer within twenty-five (25)

working days after the month in which dues are deducted. For the purpose of this Article, "dues" shall be deemed to include initiation fees and uniform assessments.

ARTICLE V-PAYROLL DEDUCTION OF AGENCY SERVICE FEE(S)

(a) Pursuant to G.L. c. 150E, Section 12, and to assure that employees covered by this Agreement shall be adequately represented by the Society 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 Society, the exclusive bargaining agent of such employee, as an agency service fee, a sum equal to the amount required to be a member of the Society, which amount is proportionately commensurate with the cost of collective bargaining and contract administration in conformance with the rules and regulations of the Massachusetts Division of Labor Relations. The Society certifies that this collective bargaining agreement is formally executed pursuant to a vote of a majority of all employees in the bargaining unit, as provided by M.D.L.R. Rules and Regulations.

(b) The Society agrees to indemnify the City for damages which the City may be required to pay by an administrative agency or court of competent jurisdiction of last resort as a result of the City's compliance with the above section, provided that any such sum of damages is limited to the amount deducted from and payable to the particular suitors (claimants) who are named party or parties plaintiff but to no other persons.

ARTICLE VI-EMPLOYEE RIGHTS AND REPRESENTATION

Section 1. Employees have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to join and assist the Society. The freedom of employees to assist the Society shall be recognized as extending to participation in the

management of the Society and acting for the Society in the capacity of a Society officer or representative, or otherwise, and including the right to present Society views and positions to the public, to officials of the City and the Department, to members of the City Council of the City of Boston and of the General Court, or to any other appropriate authority or official.

Without limiting the foregoing, the City agrees that it will not aid, promote, or finance any labor group or organization purporting to engage in collective bargaining or make any agreement with any such group or organization which would violate any rights of the Society under this Agreement or the law. Further, no representative, Departmental official, or agent of the City shall:

1. Interfere with, restrain, or coerce employees in the exercise of their rights to join or refrain from joining the Society;
2. Interfere with the formation, existence, operations or administration of the Society;
3. Discriminate in regard to employment or conditions of employment in order to encourage or discourage membership in the Society;
4. Discriminate against an employee because he has given testimony or taken part in any grievance procedures, or other hearings, negotiations or conference for or on behalf of the Society; or
5. Refuse to meet, negotiate or confer on proper matters with officers or representatives of the Society as set forth in this Agreement.

Section 2. The members of the Society Bargaining Committee, not to exceed five (5) shall be granted leave of absence without loss of pay or benefits for all meetings between the City and the Society for the purpose of negotiating the terms of a contract or supplements

thereto. Society officers, shift representatives, and bargaining committee members, not to exceed three (3) in any instance, shall be granted leave of absence without loss of pay or benefits for time required to discuss and process grievances or incidents which could lead to grievances, with the employer or others involved, and to attend all "standing committee" meetings with the City as provided in Article XIV, and may enter any premises of the Department at any reasonable time for such purpose provided they give notice of their presence immediately upon arrival to the person in charge. Such officers, shift representatives, and bargaining committee members who work with any night platoon shall have their hours of schedule of work accordingly adjusted to effectuate the purposes of this section.

Detectives covered by Section 2 shall not be compensated in any manner for Section 2 covered activities performed on a regularly scheduled day off or vacation day, or other leave days, except for meetings attended by: agents of the city, arbitrations, mediators, representatives of labor relations and labor and employment agencies who request their attendance. Detectives attending such meetings on a non-working day when the activity cannot be rescheduled shall receive a minimum of four (4) hours compensatory time, and after that shall receive compensatory time on an hour for hour basis.

Section 3. Society officers and shift representatives shall be permitted to discuss official Society business with employees prior to on-duty roll call or following off-duty roll call.

Section 4. The Society shall provide the Department and keep updated a list of its officers, bargaining committee members and shift representatives.

Section 5. Society officers, shift representatives, and Bargaining Committee members, up to a maximum of five (5) in any one instance, shall be granted leave of absence, without pay

but with no loss of benefits, if they so request, to attend meetings of the City council of the City of Boston, the General court or other public body.

Section 6. Society officers, representatives, Directors and committee members shall not be transferred out of their units, district, division or bureau, nor be reassigned nor detailed permanently from one platoon to another except upon their own request, or except for purposes other than purpose of discriminating against any such Society officer, shift representative or committee member for the exercise of the rights specified in Section 1 of this Article or of interfering with the structure or institutional life of the Society. Specific reasons, in writing, for any such transfer, detail or reassignment shall be given by the Police Commissioner or his delegate to an employee on request within three (3) days of such request. Any dispute hereunder shall be subject to the Grievance Arbitration Procedure.

Section 6A. Stability of Society Representatives.

Effective June 30, 1999, notwithstanding any contrary provision of this Agreement, and in addition to the restrictions contained in Section 6, Society officers and shift representatives who, during the life of this Agreement, become ex-officers or ex-shift representatives, shall not be involuntarily transferred for one (1) year after leaving office except for malfeasance or misconduct as charged by the Police Commissioner.

Section 7. The City agrees to recognize the following shift representative of the Society:

- | | | |
|-------------------|---|----------|
| (a) Districts | - | ten (10) |
| (b) Areas | - | five (5) |
| (c) Headquarters | - | two (2) |
| (d) Miscellaneous | - | one (1) |

(e) Drug Control Unit - one (1)

Section 7A. The Society shall be allowed to have a shift representative at any new full service police stations. A full service police station is defined as one where bargaining unit members are both permanently assigned and where bargaining unit members attend roll call.

Section 8. Shift representatives, Directors and Committee Members shall be excused from reporting and performing their tours of duty to attend all regular and not more than three (3) special meetings per year of the Society without loss of pay or benefits for the period of said meetings and reasonable time to travel to and from said meetings.

Section 9. The President, and Vice President of the Detectives' Society shall be entitled to full time paid leave status to conduct the society's business. The Officers, while on paid leave, shall enjoy all salary benefits and other privileges on the same terms available to all other members of the Society, and will not be required to report for duty or perform police duties for the term of their office. The President and Vice President shall maintain eligibility rights to perform overtime and paid details.

ARTICLE VII-MANAGEMENT RIGHTS

Subject to this Agreement and applicable law, the City (and its Mayor and Police Commissioner) reserves and retains the regular and customary rights and prerogatives of municipal management.

ARTICLE VIII-DISCIPLINE AND DISCHARGE

No bargaining unit member shall be disciplined or discharged without just cause. The filing with the Civil Service Commission of a disciplinary or discharge appeal shall constitute an election of and serve as the exclusive procedure for resolving the dispute and the disciplinary matter shall not be the subject of grievance and arbitration.

ARTICLE IX-GRIEVANCE PROCEDURE

Section 1. Definition. The term "grievance" shall mean any dispute concerning, application or enforcement of this Agreement.

Section 2. Grievances shall be processed as follows: Effective June 30, 1999, unless specific terms herein provide otherwise, the Society may proceed to the next step in the grievance process should the Department and/or the City be untimely in its answering of a grievance.

Step 1. The employee and/or the Society, with or without the presence of the aggrieved employee, shall present the grievance orally to the Superintendent of the Bureau of Investigative Services who shall attempt to adjust the grievance informally.

The first step may be omitted by mutual agreement.

Step 2. If the grievance is not settled at Step #1 within three (3) days, exclusive of Saturday and Sunday, the grievance shall be submitted in writing to the Police Commissioner. A meeting between the Commissioner and/or his designated representative(s) and the Grievance Committee of the Society, and/or its designated representatives, composed of not more than three (3) persons, shall be held within five (5) calendar days after submission of the grievance to the Commissioner. If the grievance is not satisfactorily adjusted at this meeting, the Commissioner shall give his written explanatory answer within five (5) calendar days of the meeting.

Any grievance of a general nature affecting a large group of employees may, at the option of the Society, be filed at Step # 3 of the grievance procedure.

Step 3. If this grievance is not resolved at Step # 2 within ten (10) calendar days, the grievance shall be submitted in writing to the City's Grievance Committee which may consist of (without limitation) the following officials: the Supervisor of Personnel, the Mayor's Labor Relations Representative, and/or a representative of the Corporation Counsel. A meeting between the City's Grievance committee and the Society's Grievance Committee as aforesaid shall be held within ten (10) calendar days after referral to the City's Grievance Committee. If the grievance is not satisfactorily adjusted at this meeting, the City's Grievance Committee shall give its answer or reason within ten (10) calendar days of the meeting.

Step 4. If the grievance is not resolved at Step # 3, the Society, and only the Society, may in any instance submit the grievance to arbitration by the American Arbitration Association. Such submission must be made within thirty (30) days after the expiration of the 10 calendar days referred to in Step 3. Within the said 30 calendar days written notice of said submission shall be given to the City by delivery in hand or by mail, postage prepaid, addressed to the attention of the Office of Labor Relations. Expenses of the arbitration shall be shared equally by the parties.

By mutual agreement, the State Board of Conciliation and Arbitration may be substituted for the American Arbitration Association.

Any matter which is subject to the jurisdiction of the Civil Service Commission (as, for example, discharge or suspension) or any Retirement Board established by law, and any incident which occurred or failed to occur prior to the effective

date of this Agreement shall not be the subject of any grievance or arbitration hereunder.

Section 3. Written submission of the grievance at Step # 3 and Step # 4 shall be in not less than triplicate, on forms to be agreed upon jointly, and shall be signed by the representative of the Society filing the grievance. If a grievance is adjusted at Step # 3 or Step # 4 of the grievance procedure, the adjustment shall be noted on the grievance form and shall be signed by the respective City representative(s), as the case may be, and the Society representatives reaching the adjustment. Unless specific terms herein provide otherwise, the Society may proceed to the next step in the grievance process should the Department and/or the City be untimely in its answering of a grievance.

Section 4. Grievances shall be filed at Step # 1 within twenty-one (21) calendar days after knowledge or reason to know of the occurrence or failure of occurrence of the incident upon which the grievance is based. Grievances not appealed to any next step within fifteen (15) calendar days after presentation at each step, or to arbitration within forty (40) calendars days after presentation at Step # 4, shall be deemed settled. All time limits may be shortened or extended by mutual agreement. Presentation shall be defined as the date of the hearing before a City representative.

Section 5. The decision of the arbitrator shall be final and binding upon the parties, except that the arbitrator shall make no decision which alters, amends, adds to or detracts from this Agreement, or which recommends a right of relief for any period of time prior to the effective date of this Agreement, or which modifies or abridges the rights and prerogatives of municipal management under Article VII of this Agreement.

ARTICLE X-NO-STRIKE CLAUSE

Section 1. No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, or withholding services. The Society 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 Society 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 City, the Society 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 Society nor of its officers or agents for any monetary damages resulting from the unauthorized breach of the agreements contained in this Article by individual members of the Society. Any employee who breaches the agreements contained in this Article shall be subject to disciplinary proceedings under Civil Service law and rules.

ARTICLE XI-HOURS OF WORK AND OVERTIME

Section 1. Scheduled Tours of Duty or Work Shifts

Effective June 30, 1999, except for changing the shift of a squad(s) of those officers assigned to the drug control unit, including drug control officers detailed to the districts, employees shall be scheduled to work on regular work shifts or tours of duty and each work

shift or tour of duty shall have a regular starting time and quitting time. Work schedules shall be posted on all Department bulletin boards at all times and copies shall be given to the Society.

The tours of duty (work shifts) shall be as follows:

Shift 1: 11:45 p.m. to 7:30 a.m.

12:45 a.m. to 8:30 a.m.

Shift 2: 7:30 a.m. to 4:00 p.m.

8:30 a.m. to 5:00 p.m.

Shift 3: 4:00 p.m. to 11:45 p.m.

5:00 p.m. to 12:45 a.m.

5:30 p.m. to 1:00 a.m.

In addition to the above basic tours of duty or work shifts there are the following additional tours of duty or work shifts:

6:30 p.m. to 2:00 a.m.

7:30 p.m. to 3:00 a.m.

1:00 p.m. to 9:00 p.m.

The 1:00 p.m. to 9:00 p.m. shift shall be only for those detectives assigned to the burglary task force pursuant to a prior agreement between the representative of the Society and the Superintendent of the Bureau of Investigative Services.

Effective June 30, 1999, except for those officers assigned to the drug control unit, including drug control officers detailed to the districts, as specified in this Article, the City agrees to bargain collectively with the Society concerning any proposed change in any tour of duty or shift specified or referred to by this section. In equal right, the Society agrees to

bargain collectively with the City concerning the impact of any proposed change in any tour of duty or shift specified or referred to in this Section.

Effective June 30, 1999, the City agrees to give the Society two (2) weeks' notice before it implements the provisions of this Section.

Effective June 30, 1999, the Department shall give seventy-two (72) hours notice prior to changing the shift of a squad(s) of those officers assigned to the drug control unit, including drug control officers detailed to the districts. The Department may change the shifts of such officers no more than five (5) tours per calendar month. The Department shall not alter the shifts of such officers in order to avoid the court time provisions of this agreement. Such officers shall receive two (2) hours of pay at the overtime rate for each such shift that the officer works outside his/her regular shift. Moreover, where the Department alters the shift of a squad(s) of such officers under this section, the Department agrees to make an eight (8) hour overtime shift available to one officer in that area pursuant to the "low man" principle and practice (not a drug control officer). The parties recognize that this 8-hour overtime opportunity is the same opportunity referenced in the BPPA collective bargaining agreement and is not an additional eight (8)-hour overtime opportunity.

Upon receiving a written request signed by the affected Detectives(s), that Detective's commanding Detective may allow the swapping of a tour(s) of duty as described herein. A Detective may be allowed to swap tours of duty outside of his/her regularly assigned shift (day tour for night tour, etc.) and may be allowed to work out of turn for himself/herself, providing that the out of turn tour is worked prior to the regularly scheduled tour of duty being taken off. A Detective who has swapped his/her tour shall be paid at the rate of pay of his/her regularly assigned tour and there will be no additional compensatory time due, or owed by, the

Detective. The commanding Detective's discretion is paramount in these cases and his/her decisions regarding any issue in this paragraph is not subject to the grievance procedure of this agreement.

Section 1A. Day-off or Squad Schedules and Lunch Hours.

- i. All current day-off or squad schedules in force and effect for employees as of March 3, 1971, as established under Special Order dated September 10, 1980 (4 and 2 work schedule), shall continue in force and effect during the term of this Agreement, provided, that day-off or squad schedules may be changed from time to time by mutual agreement between the Police Commissioner and the Society.
- ii. All day shifts or tours shall include a half hour paid lunch period for all bargaining unit employees. During their paid lunch period, officers will remain on call in accordance with the existing "Code 10" directive dated September 18, 1979.

Compensation for each half hour lunch period shall be calculated at a straight time rate (regular weekly compensation/40 x .5) except when a lunch period occurs during an overtime shift or tour in which case the overtime rate will apply.

Such compensation shall be included in the employee's regular weekly pay for the purposes of computing sick pay, injured pay, holiday pay, and vacation pay and shall be considered regular compensation for pension and retirement purposes to the extent permitted by law.

Section 2. Scheduling and Overtime.

In emergencies or as the needs of the service require, employees may be required to perform overtime work, provided that the employees regularly scheduled for a day off or a vacation day will be the last to be called for mandatory overtime on scheduled events. Employees shall be given as much advance notice as possible of overtime work. Scheduled overtime shall be posted and distributed to all employees on an equitable and fair basis, in the same manner as set forth in Article XII hereof. Employees, other than those required to work beyond their normal tour of duty due to the exigencies of their workday (such as a late ambulance run, etc.) shall have the option of declining offered overtime; but in the event that sufficient personnel do not accept such offered overtime on a voluntary basis, or in the event of emergency situations where time is of the essence in executing the overtime job, such additional personnel as are deemed necessary by the City may be required to work overtime on an assigned basis. All employees shall be afforded the opportunity to accept overtime service, but there shall be no discrimination against any employee who declines to work overtime on a voluntary basis. The Department will seek to avoid assigning overtime (as contrasted with voluntary overtime) to employees working a "short day", so called, on days off, or working with night platoons who are required to attend court, etc. (see Article X), between their tours of duty or on days off, so that such employees may be afforded every opportunity for required rest or to attend to their personal business before and after working hours or on a day off.

Section 3. Overtime Service.

All assigned, authorized or approved service outside or out of turn of an employee's regular scheduled tour of duty (other than paying police details), including service on an employee's scheduled day off, or during his vacation, and service performed prior to the scheduled starting time for his regular tour of duty, and service performed subsequent to the

scheduled time for conclusion of his regular tour of duty, including court time as set forth in Article X, shall be deemed overtime service subject to the following rules:

A. If duty requires an employee to work beyond the normal quitting time of his scheduled tour of duty:

(1) The first fifteen (15) minutes of such service shall not be deemed overtime service. The City agrees that this provision will not be used as a basis of discrimination against or punishment of individual employees.

(2) If an employee works more than fifteen (15) minutes but thirty (30) minutes or less of such service, he shall be deemed to have performed one-half hour of overtime service.

(3) If an employee works more than thirty (30) minutes of such service, such overtime service shall be rounded off (and paid for) to the next quarter hour.

B. If an employee who has left his place of employment or last duty assignment after having completed work on his regular tour of duty is recalled to his unit, district, division, or bureau, or to any other place, and he reports thereat, or if an employee is so recalled on a scheduled day off or during his vacation, he shall be paid on an overtime basis for all such time and shall be guaranteed a minimum of four (4) hours of overtime recall pay. It is understood that the four-hour guarantee does not apply when an employee is called in early to work prior to the normal starting time of his scheduled tour of duty and works continuously from the time he reports into his normal scheduled tour of duty, in which event such employee shall receive

overtime pay only for the actual time worked prior to the commencement of such tour.

C. Overtime service shall not include:

- (1) An out-of-turn tour of duty which is substituted for a regularly scheduled tour of duty by mutual agreement between the Department and the employee;
- (2) Swapped tours of duty between individual employees by their mutual agreement (subject to District approval);
- (3) A change in the schedule of an employee who is shifted from one platoon to another platoon or from one shift (tour) to another shift (tour) for a period of fourteen (14) or more consecutive calendar days, or a change in the schedule of an employee who is shifted from one platoon to another platoon or from one shift (tour) to another shift (tour) for a period of less than fourteen (14) consecutive calendar days if for the purpose of (a) in-service training or courses, (b) bringing prisoners back into the City's jurisdiction, or (c) appearance at hearing(s) before Police Commissioner as a defendant on charges pursuant to Chapter 31, Section 43 of the General Laws;
- (4) An out-of-turn tour of duty which is substituted for a regularly scheduled tour of duty for the purpose of appearance at hearing(s) before the Police Commissioner as a defendant on charges pursuant to Chapter 31, Section 43 of the General Laws.

D. Except for those officers assigned to the drug control unit, including drug control officers detailed to the districts as specified in this Article, the scheduled tours of

duty of individual detectives or groups of detectives will not be changed or altered for the purpose of avoiding the overtime provisions of this Article.

E. The parties agree that in those situations where a detective so authorized either engages in the transport of prisoner(s) or serves as an out of state or in state witness which the Department determines shall result in an overnight stay for the detective, such detective shall be compensated with their regular pay plus eight (8) hours at the overtime rate for each day of service except that where an overnight stay causes the detective to remain away on the detective's day off, sixteen (16) hours of pay at an overtime rate shall be paid.

F. Training:

- For training programs scheduled for five (5) days or more, Detectives may be assigned to a five and two schedule;
- For overnight training assignments, Detectives shall receive two (2) hours of overtime compensation for study and preparation performed outside the scheduled training day. If the Detective is required to remain overnight on a Saturday or Sunday, he/she shall receive four (4) hours of overtime for each such day;
- With respect to overnight training, any travel that occurs outside of the five (5) work days (i.e. the Sunday before or the Saturday after a Monday through Friday training week) shall be treated as a tour worked out of turn provided that the distance traveled is greater than one hundred and fifty (150) miles from the City of Boston. Accordingly, the Detective shall

receive a compensatory day for travel occurring in the aforementioned fashion;

- For all training, the Detective shall receive eight (8) hours of straight time pay for the first five (5) days of training. Detectives shall receive overtime compensation for actual training that extends beyond eight (8) hours during the first five (5) days of training and for any training hours scheduled on the sixth (6th) and seventh (7th) days of each week;
- With respect to training programs scheduled for four (4) days or less, if the training is scheduled on one or both of the Detective's regularly scheduled day(s) off, he/she shall receive a compensatory day (WI) for each day of training;
- With respect to those training programs scheduled for four (4) days or less, if the training and the Detective's regularly scheduled day off fall on Saturday and/or Sunday, the Detective at his/her discretion shall be entitled to receive either a compensatory day(s) (WI) or overtime for the actual training on such day(s). Any compensatory day(s) (WI) awarded pursuant to this provision shall be used at any time at the Detectives discretion except on First Night, the day of the Boston Marathon and the Caribbean Festival;
- For training that does not require an overnight stay, a Detective shall not be compensated for travel time, unless the training takes place sixty (60) miles or more from Boston Police Headquarters, in which case the Detective shall receive two (2) hours of overtime for commuting to and two (2) hours of overtime for commuting from the training. Should training take place one

hundred and twenty (120) to one hundred and fifty (150) miles from the Boston Police Headquarters the Detective shall receive three (3) hours of overtime commuting to and three (3) hours of overtime commuting from the training;

- The overtime compensation benefits described herein shall not apply to the FBI Academy training in Quantico, VA. Detectives so assigned shall receive their regular compensation for such assignments.

Section 4. Method of Compensation for Overtime Service.

- A. A detective who performs overtime service in accordance with the provisions of this Agreement shall receive, in addition to his regular weekly compensation, time-and-one-half straight time hourly rate for each hour of overtime service. The straight time hourly rate shall be computed as one fortieth of a detective regular weekly compensation.
- B. Detectives shall not be required to accept compensatory time off in lieu of monetary compensation for overtime service.
- C. Pay for overtime service shall be in addition to and not in lieu of holiday pay or vacation pay, and shall be remitted to detectives as soon as practicable after the week in which such overtime service is performed.
- D. A detective who is not scheduled to work on a holiday but who is called in to work on such holiday shall receive double his straight time hourly rate for each hour of such service in lieu of the time-and-one half rate specified in Paragraph A of this Section (but not in lieu of holiday pay). A detective who is called in for overtime service during his vacation shall receive, in addition to the overtime compensation

otherwise provided under Paragraph A of this Section, a compensatory day off for each such day of vacation on which he performs overtime service.

Section 5. In the event that, during a situation of an emergency nature, two (2) twelve (12)-hour tours of duty are put into effect, all service in excess of eight (8) hours on any such tour shall be deemed overtime service.

Section 6. Overtime, court time and holiday pay shall be paid within thirty (30) days from the conclusion of the overtime, court time or holiday pay payroll period in which it is earned. The City agrees to pay interest at the annual rate of eight (8) percent for any amounts owed and not paid within such thirty (30) day period.

Section 7. Compensatory Time.

1. Accrual of Compensatory Time: Members of the BPDDBS may only earn compensatory time in lieu of overtime for service performed in the following categories:

A. Officer Initiated Out of Turn Service:

- i. "Officer Initiated Out of Turn Service" shall be defined as an out of turn tour of duty which is substituted for a regularly scheduled tour of duty by mutual agreement between the Department and the employee.
- ii. An officer may be allowed to swap tours of duty outside of his/her regularly assigned shift (day tour for night tour, etc.). The out of turn tour must be worked prior to the regularly scheduled tour of duty being taken off.
- iii. When an officer requests to work an out of turn tour of duty, the officer must specifically designate the regularly scheduled tour(s) of duty he/she intends to take off. Such tour(s) must be within the same Fair Labor Standards Act ("FLSA") pay period as the day the officer "worked in."

- iv. Upon receiving a written request to work an out of turn tour of duty, signed by the affected officer(s), the commanding officer may allow the swapping of a tour of duty as described herein. The commanding officer's discretion is paramount in these cases and his/her decision is not subject to Article IX ("Grievance Procedure").
- v. An officer is not entitled to a guaranteed minimum number of hours for "Officer Initiated Out of Turn Service." All time will be calculated based on actual hours worked. Accrued time must be used in full shift increments and the bargaining unit member must have sufficient accrued time for each shift he/she "works out."

B. Training: An officer is entitled to earn compensatory time in accordance with Article XI ("Hours of Work & Overtime"), Section 4 ("Training").

C. Overtime Service on a Vacation Day: An officer who is called in for overtime service during his/her vacation shall receive, in addition to the overtime compensation otherwise provided under Article XI, Section 4, D, of the collective bargaining agreement, a compensatory day off for each such day of vacation on which he/she performs overtime service.

D. Department Meetings: By mutual agreement between the Department and the employee, an officer (or officers), other than Community Service Officers, may attend a meeting other than on the officer's regular tour of duty, without regard to the "low man" principle, if there is a special need for sending the selected officer(s) to the meeting or event, i.e. sending an officer familiar with crime in a particular location to a meeting about crime in that particular location. The selected officer(s) shall accrue

compensatory time on a straight time ("hour for hour") basis for attending the meeting or event unless overtime compensation is required pursuant to the Fair Labor Standards Act (FLSA).

E. Voluntary Assignments: By mutual agreement between the Department and the employee, the Department shall have the right to grant compensatory time in lieu of pay for the following voluntary assignments:

- i. Award ceremonies
- ii. Funeral escorts/wakes
- iii. Gaelic Column
- iv. Honor Guard
- v. Community meetings and events such as mentoring programs, community crime prevention meetings, basketball games, tennis programs, or any other activity designed to improve relationships between the Department and the community.

Employees who earn comp time in lieu of overtime for the categories of service listed in Section 1(E) shall receive a minimum of four (4) hours of compensatory time.

An employee shall receive comp time on an hour for hour basis for any work that is performed in excess of four (4) hours in these above-mentioned categories, unless otherwise required by the FLSA to be 1.5 hours per hour.

F. The parties agree that a lunch break is not considered "hours worked" for purposes of accruing FLSA compensatory time.

2. Compensatory Time Banks

- A. The Department will establish two (2) compensatory time banks. One (1) compensatory time bank shall be used to record contractual compensatory time earned for each officer and the other bank shall be used to record FLSA compensatory time earned for each officer.
- a) Effective four (4) months after City Council approval of this JLMC award, the maximum number of hours an employee may have in his/her FLSA and Contractual Comp time bank combined shall be one-hundred and sixty (160) hours. Four (4) months after City Council approval of this JLMC award, the City will make a payment to each employee to bring his/her combined bank down to a total of one-hundred and sixty (160) hours.
 - b) Effective sixteen (16) months after City Council approval of this JLMC award, the maximum number of hours an employee may have in his/her FLSA and Contractual Comp time bank combined shall be eighty (80) hours. Sixteen (16) months after City Council approval of this JLMC award, the City will make a payment to each employee to bring his/her combined bank down to a total of eighty (80) hours.
 - c) Four (4) months after City Council approval of this JLMC award, if an officer accumulates more than one-hundred and sixty (160) hours in his/her banks combined, then the Department will pay the officer the number of hours necessary to bring his/her banks down to one-hundred and sixty (160) hours. The Department will process these adjustment payments at least once per calendar quarter.

- d) Effective sixteen (16) months after City Council approval of this JLMC award, if an officer accumulates more than eighty (80) hours in his/her banks combined, then the Department will pay the officer the number of hours necessary to bring his/her banks down to eighty (80) hours. The Department will process these adjustment payments at least once per calendar quarter.
- e) If an officer exceeds the applicable maximum hours in his/her banks combined, s/he shall not be permitted to perform any additional "Officer Initiated Out of Turn Service" until he/she drops below the applicable maximum hours in his/her banks combined.

3. Use of Compensatory Time

- A. Any and all requests to use compensatory time other than "Officer Initiated Out of Turn Service" which is governed by Paragraph 1(A) of this Section, shall be made pursuant to the following procedures:
 - i. The officer shall make a written request for the use of compensatory time off using form 0047-BFS-1011.
 - ii. Compensatory time may only be used in full tour increments.
 - iii. Officers requesting to use either contractual or FLSA compensatory time shall make a written request at least ninety-six (96) hours before the beginning of the first shift in which the compensatory time off would fall.
 - iv. A request to use FLSA compensatory time shall be subject to the standard as set forth in the Fair Labor Standards Act ("FLSA") and interpreted by the courts.

- v. If the Department approves an officer's request to use compensatory time, the Department shall first deduct the compensatory time from the officer's FLSA compensatory time bank. If the officer does not have any compensatory time in his/her FLSA compensatory time bank, the Department shall deduct the compensatory time from the officer's contractual compensatory time bank.

B. The following restrictions apply to the use of compensatory time.

- i. The City is not required to grant any request(s) to use compensatory time where the Police Commissioner determines that staffing levels must be temporarily increased to meet public safety needs. This includes but is not limited to the following events/circumstances: First Night, Boston Marathon, Caribbean Festival, July 4th, major sporting events, major cultural events, and weather emergencies.
- ii. If an officer is receiving minimum hours for any overtime service, i.e. court overtime and recall overtime, he/she shall not be eligible to earn compensatory time until the period for which he/she is receiving compensation for the minimum hours has concluded.
- iii. Notwithstanding Paragraph 3(B)(ii) of this Section, if an officer is off duty pursuant to a C-Day, E-Day, P-Day, L/O Day, vacation day, compensatory day, blood or cancer day, court vacation day, administrative leave, absent pending, bereavement leave, holiday, sick day, IOD, small necessities leave act day, FMLA, military leave, training day, SWO or suspension, he/she

shall not be allowed to earn compensatory time on any tour of duty during that calendar day.

iv. A request to use contractual compensatory time shall be subject to the Department's operational needs and shall not be unreasonably withheld.

C. Upon separation of employment from the Department, employees shall receive compensation for all accrued but unused compensatory time.

D. Additional use of contractual compensatory time over and above that which is outlined in this Article may be approved at the commanding officer's discretion. The commanding officer's decision to deny the additional use of contractual compensatory time over and above what is outlined in this Article shall not be subject to the grievance procedures of the contract.

E. The parties shall meet semi-annually to review the use of compensatory time. The Department shall provide details of compensatory time usage at those meetings.

Section 8. Called In

Any Detective who is subject to being ordered for last half (uniform) overtime duty, shall not be ordered to perform uniformed overtime duty if they have volunteered and are assigned to be called in. (2 designated to be called in from first half, if available; 2 designated to be called in from the day shift, if available.)

Any Detective who meets this criteria, shall be authorized to have a Department vehicle during this time (if available).

Detectives assigned to the F.D.I.T. team are not exempt from ordered overtime duty under this section. Detectives who volunteer for call-in duty shall not be eligible to perform last half details or overtime. Such scheduled availability shall not be considered work.

ARTICLE XII-SHIFT SENIORITY

When a vacancy arises in a district/unit through a transfer/promotion, etc., and it is determined by the Department that this vacancy will be filled from the investigative personnel that is presently assigned to that district/unit, the most senior detective who applies for that position (vacancy) shall be appointed to fill it.

BPD:

The BPD and the Commissioner retain the right to transfer members of the BPDBS (Detectives) from one district/unit to another district/unit at anytime without regard to seniority and to determine the personnel requirements on any shift in any district/unit.

10 % Flexibility:

Ten (10) percent of staffing for the district/unit shall be established for seniority purposes only, January of each year.

In districts/units that have numbers that do not amount to 10 %, One (1) detective shall equal 10 %.

The BPD (Commissioner) shall have the right to reassign personnel without regards to seniority within a district/unit equivalent to 10 % of the detectives staffing in that district/unit provided that he at no time exceeds that 10 % flexibility.

Example-- Area A-1 has ten (10) detectives assigned to that district. The Commissioner wants to reassign Detective B to days without regard to seniority. He may do so. At a later date, he determines that he also wants to put at least one (1) more detective on days. He would not be allowed to do this without seniority being involved. The only way that he could make another move without seniority coming into play

would be to put Detective B back to his/her original shift. Otherwise, the Commissioner would have exceeded the 10 % he is allowed.

Detective Seniority:

Detective seniority will only apply in districts and specifically excludes all specialized units. Seniority shall only apply within a district and shall not apply to assignments between districts.

Detectives assigned to the Medically Incapacitated Unit shall be able to exercise seniority rights.

Detective Seniority shall be defined as the date of permanent appointment as a sworn Boston Police Officer calculated to the date of the bid plus the date of rating as a Boston Police Detective calculated to the date of the bid divided by two (2).

In the event of a tie between two or more detectives the first tie breaker will be determined by time in grade. If the tie still exists, the next tie breaker will be determined by date of appointment. If the tie still exists the final tie will be broken by a toss of a coin in the presence of all impacted parties and witnessed by either a member of the Executive Board or a Superior Detective.

Time devoted to authorized military leaves of absence, maternity (family) leaves of absence, and paid administrative leave shall be included in the calculations of seniority.

The following categories of time spent out of service will be subtracted from the calculations of seniority:

- Voluntary leave of absence (noting above exceptions)
- Disability retirement
- Voluntary resignation

- Suspensions of more than five (5) days
 - Medical Hardship cases are the only exception to seniority requirements and may be permitted for a limited period of time upon agreement of the commanding officer and the Society Representative(s) of the station involved.
 - Employees shall have the right and option to pick their shift by seniority, with preference given to employees in the order of their seniority. A seniority pick shall be made once in each fiscal year after July 23, 2004. Each seniority pick shall remain in force for a one (1)-year period. At the end of such one (1)-year period and at the end of every consecutive one (1)-year period thereafter, there shall be a new pick.
 - When a shift opening becomes available because of a transfer or leave of absence, retirement, death, resignation, or because of a newly authorized or created position(s), or for any other reason, it shall be posted for fifteen (15) calendar days thereafter, and a seniority pick in accordance with the above provision terms of bidding for the shift opening shall thereafter be made, notwithstanding the provisions aforementioned that seniority picks shall be made on a yearly basis after July 23, 2004.
 - The Commissioner shall assign employees to shifts in accordance with such pick within ten (10) days after the pick is completed. All employees shall be required to make their pick within ten (10) days of notice therefore. All picks shall be made within one (1) month after first posting of the pick. Employees not electing to exercise their seniority rights to fill a shift opening or to make a seniority pick shall maintain their then shift assignment and their seniority rights vis-à-vis other

employees in the event of other shift openings or to make a seniority pick.

- When an employee is transferred from one (1) station to another, the employee may not exercise station shift seniority rights until a shift vacancy occurs after said transfer. For the purposes of this Section, shift seniority shall flow from night shift to day shift.
- Effective to begin in November 2004, the annual shift pick shall be conducted so as to become effective January 1st. The open period for the annual shift pick shall run from November 1st through November 30th each year, at which time the bidding shall be closed and the final roster(s) posted.

ARTICLE XIII-COURT TIME

Section 1. A detective on duty at night or on vacation, furlough, or on a day off, who attends as a witness or in other capacity in the performance of duty for or on behalf of the Commonwealth or the City or in response to a lawful subpoena served by a private litigant in a criminal or other case pending in any district court, including the municipal court of the City of Boston, any juvenile court, or any superior court, or before any grand jury proceedings, or in conference with a District Attorney or Assistant District Attorney, or at any pretrial conference of any other related hearing or proceeding, or who is required or requested by any city, county, town, state, or the federal government or subdivision or agency of any of the foregoing to attend or appear before any department, agency, board, commission, division or authority, or official, of the state or federal government, or subdivision or agency of any of the foregoing, or who attends as a witness or in other capacity in the performance of his duty for the government of the United States, the Commonwealth or the City or in response to a lawful subpoena served by a private litigant in a criminal or other case pending in a federal district court, or before a

grand jury proceeding, or a United States Commissioner, or in conference with a United States Attorney or Assistant United States Attorney, or at any pre-trial conference or any other related hearing or proceeding, shall be entitled to overtime compensation for every hour or fraction thereof during which he was in such attendance or appearance.

Effective January 1, 1987, in no event less than four (4) hours such pay on an overtime service basis provided, however, that if he so attends or appears, during any one (1) day, or more than one (1) such occasion, he shall be entitled to such additional pay from the first such attendance on such day to the time of last such attendance on such day; provided further, that if any such occasion occurs on a holiday which falls on a detective's day off or during his vacation, the detective shall receive the additional pay due him under the holiday and vacation provisions of this Agreement. The attendance must be related to the Detective's job.

Section 2. A detective performing court time duty after completing a last-half tour and scheduled to report for his next regular tour of duty at 4:30 p.m. on the same day may at his option report for work at 6:30 p.m. and work until the end of his scheduled tour of duty, provided he has notified his district, division, unit, or bureau to such effect prior to 2:00 p.m. on such day.

Section 3. A detective who is scheduled to be off duty and who is required by the Department to make a delivery of drugs to, or a pick-up of drugs from the Food and Drug Administration for use in court as evidence, shall receive two (2) hours' pay on an overtime service basis for each such delivery or pick-up in addition to pay for court time otherwise provided under this Article.

Section 4. Effective June 30, 1999, detectives who have retired and who are legally summoned to court, relative to an assigned investigation, shall be paid the regular court time rate of pay for up to a period of sixty (60) working days from the date of retirement.

Section 5. Court Vacation Days

A. Court Attendance During Squad's Regularly Scheduled Tours of Duty:

In order for a Detective to receive a court vacation day, the following rules apply:

1. The Detective must receive prior written approval from his/her superior officer;
2. The Detective must submit a copy of his court summons; and
3. The Detective must contact the D.A. who is handling the case (in writing) and attempt to reschedule the case.
4. All the above mentioned documentation must be emailed to the Detective's Commander or his/her designee.

Detectives shall not receive an additional court vacation day for any court date that occurs on a single vacation day.

B. Court Attendance During Squad's Regularly Scheduled Tours off: A Detective who attends court on his scheduled squad day off during the vacation period as a witness or in other capacity in the performance of duty for or in behalf of the Commonwealth or the City or in response to a lawful subpoena served by a private litigant in a criminal or other case pending in any district court, including the municipal court of the City of Boston, any juvenile court, or any superior court, or before any grand jury proceedings, or in conference with a District Attorney or Assistant District Attorney, or at any pretrial conference or any other related hearing or proceeding, or who is required or requested by any city, county, town, state, or the federal government or subdivision or agency of any of the foregoing to attend or appear

before any department, agency, board, commission, division or authority, or official, of the state or federal government, or subdivision or agency of any of the foregoing, or who attends as a witness or in other capacity in the performance of his duty for the government of the United States, the Commonwealth or the City or in response to a lawful subpoena served by a private litigant in a criminal or other case pending in a federal district court, or before a grand jury proceeding, or a United States Commissioner, or in conference with a United States Attorney or Assistant United States Attorney, or at any pretrial conference or any other related hearing or proceeding, shall be entitled to overtime compensation for every hour or fraction thereof during which he was in such attendance or appearance, but in no event less than (4) hours such pay on an overtime service basis, provided, however, that if he so attends or appears, during any one day, on more than one such occasion, he shall be entitled to such additional pay from the time of first such attendance on such day to the time of last such attendance on such day. The Detective shall not be entitled to an additional vacation day if the court day falls on the Detective's scheduled squad day off.

ARTICLE XIV-HOLIDAYS

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

New Year's Day;

Martin Luther King, Jr. Day;

Washington's Birthday;

Evacuation Day;

Patriots' Day;

Memorial Day;

Bunker Hill Day;

Independence Day;

Labor Day;

Columbus Day;

Veterans' Day;

Thanksgiving Day;

Christmas Day;

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

For the purposes of this Article, the "holiday" is the twenty-four (24) hour period commencing at 7:30 a.m. of each day listed in this Section.

Section 2. When any of the aforementioned holidays fall on an employee's scheduled workday or on an employee's scheduled day off or during his vacation or during any period of an employee's paid injured leave not exceeding twenty-four (24) consecutive months, he shall receive, for each such holiday, in addition to his regular weekly compensation, an additional day's pay, computed as one-fourth (1/4) of his regular weekly compensation. Such Holiday Pay shall be considered part of his regular weekly compensation for purposes of sick leave, injured leave, vacation and other authorized leave compensation and for pension contribution computation.

Section 3. Notwithstanding anything in the preceding Section to the contrary, if an employee is absent on account of illness (other than paid injured leave) on a holiday which is his scheduled workday, or if an employee is absent on account of illness both on this scheduled tour of duty immediately subsequent to a holiday which falls on a scheduled day off, or if an employee is granted permission to take an unscheduled day off on a holiday which is his

scheduled workday, such employee shall receive his regular weekly compensation for the week in which such holiday falls but shall not receive additional compensation for such holiday.

ARTICLE XV-PAYING POLICE DETAILS

Definition. A paid detail is a police service performed by a full-time sworn Boston Police officer during his off-duty time which is paid for by the person or persons making the request for such service and which is related in any way to the performance of police duties such as, but not limited to, security or traffic control, whether performed in uniform or in plainclothes.

The following procedure will be adhered to in the assignment and recording of all paying police details:

- A. All employees will signify in writing from time to time their desire to accept or not to accept paying police details and a current file on this subject will be maintained in each unit, district, division and bureau. The exchanging of paying details or the use of substitutes between employees is permitted provided it is done in accordance with the existing procedure.
- B. All assignments to paying police details shall be made in accordance with the existing procedure. Employees shall be given the maximum possible advance notice of paying detail assignments. Any employee who refuses a paying detail shall not be removed from the detail list, but any such refusal shall be recorded for purposes of detail assignment as a detail actually worked under the heading "detail refusal" (DR) with the detail hours thereof noted, in determining the equitable and fair distribution of details to such employee.

- C. The recording and posting of paid details shall be done in accordance with the existing procedure. Details shall be posted on detail distribution forms acceptable to the parties hereto, which forms shall set forth the employee's name, details worked, name of person, firm, corporation or entity service, number of hours worked, and compensation received per detail, detail refusals, and applicable dates.
- D. Any employee who performs a paying detail not officially assigned by a superior officer and recorded and reported as required by this Agreement will not be protected by the provisions of G.L. (Ter. Ed.) Chapter 41, Section 100, as amended.
- E. Any detective who knowingly performs a paying detail not officially fully recorded and reported on such forms within twenty-four (24) hours after performance may be subject to Department disciplinary action. The assignment of such a detail may, at the Society's option, constitute a grievance under this Agreement.
- F. An employee's claim that he has not received his fair share of details pursuant to the provisions of this Article shall constitute a grievance under this Agreement. The Society's claim that paying details are not being distributed fairly and equitably shall similarly constitute a grievance under this Agreement.
- G. Detail distribution forms shall be official records of the Department and shall be made available to the Society for its inspection and use upon its request when and if removed from the bulletin board or other place of posting.
- H. No paying detail assignments shall be made until the person, firm, corporation or entity requesting or required to have such details has agreed to pay the following rates of pay per employee thereof, namely:

- 1) Effective July 6, 2015 the following paid detail rates shall be in force and effect: with a guarantee of a minimum of four (4) hours' pay per detail for each employee so assigned.

Rank	Hourly Rate
Police Officer	\$46.00
Sergeants	\$53.00
Lieutenants	\$55.00
Captains	\$60.00

Details shall be paid hour for hour to six (6) hours. Details that exceed six (6) hours shall be paid as eight (8) hours to the eighth (8th) hour. Time worked beyond eight (8) hours shall be paid at the straight time rate. With respect to outside construction details only, any time worked beyond four (4) hours up to the eighth (8th) hour shall be paid as eight (8) hours. Time in excess of eight (8) hours shall be paid at the straight time detail rate.

- 2) Effective with the signing of this Agreement, the Police Commissioner agrees to restore Paying Police Details in licensed premises under such conditions as the Police Commissioner may determine.
- 3) The Society and the Police Commissioner hereto may, by mutual agreement, from time to time revise upward said hourly rate and the minimum number of guaranteed hours per detail aforementioned, and establish premium rates of pay for certain details.

4) The City agrees to assign one additional officer to the paid detail section on the 4:00 P.M. to midnight shift.

I. Police cadets and reserve police officers shall not be entitled to receive extra paying details.

J. Upon execution of this Agreement, the City agrees to enforce any existing City ordinances with respect to the use of Boston police officers on paid details. Failure of a vendor to comply with the aforementioned ordinances either at the licensing state or compliance stage will not result in liability to the City if the City has made good faith effort to require such compliance.

K. The City of Boston and the Department herein agree to create a Paid Detail Fund pursuant to the provisions of G.L. c. 44, § 53C. Said Paid Detail Fund shall be created and in operation no later than October 1, 1984.

Effective June 30, 1999, employees performing a lawful paid detail shall be compensated for that paid detail out of the Paid Detail Fund no later than twenty-one (21) working days after the employee has performed the paid detail provided said employee has submitted a paid detail card to the Paid Detail Fund stating that the employee in fact performed the detail for which payment is requested.

L. Notwithstanding any other provisions of this Agreement to the contrary, for Paid Detail purposes only, Division F shall be deemed to consist of all members of the bargaining unit assigned to Police Headquarters.

All excess paid detail opportunities from other Areas or Divisions will be forwarded to Division F for distribution. In the event these paid detail opportunities are not filled by Division F, the opportunities will then be forwarded to the Paid Detail Service for distribution.

The parties agree to discuss the issue of details, including the centralization of the detail system, during the life of this agreement.

ARTICLE XVI-REPORTING AND FITNESS FOR DUTY

- A. Employees shall report for duty at the time and place specified by their superior officer or supervisor and shall be physically and mentally fit to perform their duty. They shall be properly equipped and cognizant of the information required for the proper performance of duty so that they may immediately assume their duties. They shall acquaint themselves with all matters occurring since their last tour of duty which affect their responsibilities and be accountable for compliance with all new orders, rules, bulletins and circulars.
- B. No officer shall work or be permitted to work more than the equivalent of two (2) tours of duty or more than eighteen (18) hours in any given twenty-four (24) hour period. This shall include all hours worked (including, but not limited to regularly scheduled tour of duty, overtime, court time, paid details, working in (W/I), union business, outside employment). However, if an Officer is ordered to work an assignment that will put the officer beyond the eighteen (18) hours due to the operational needs of the Department, the following shall apply:
 - 1. The Officer is required to immediately notify the supervisor ordering him to work that the ordered overtime will cause the Officer to exceed eighteen (18) hours in a twenty-four (24) hour period. Additionally, the Officer shall notify the supervisor of any court summons for which the officer is required to appear the next morning. Officers already approaching the eighteen (18)

hour limitation and already summonsed to court the following morning shall not be considered for overtime.

2. The Officer shall submit a Form 26 to the ordering supervisor documenting the hours worked and hours scheduled to be worked.
3. The ordering supervisor must also submit a Form 26 documenting (in detail) the reason why that Officer was required to work the ordered overtime causing them to work beyond eighteen (18) hours.

If the supervisor determines that the Officer is still required to work (after considering the hours already worked and the hours to be worked in the future including court summonses, and in order to ensure that the Officer is properly rested after working beyond the eighteen (18) hours in any given twenty-four (24) hour period), the following applies:

1. Following that ordered overtime, there must be eight (8) hours of relief or scheduled time off prior to reporting for any work. Officers receiving relief time use the appropriate code designating their relief time. During this relief time, the officers may not work any assignment, including, but not limited to regularly scheduled tour of duty, overtime, paid details, working in (W/I), union business, outside employment. Under no circumstance will an officer get more than eight (8) hours of relief.
2. The ordering supervisor shall notify the Commanding Officer, the relieving Supervisor and the Clerk's office by email of any officers affected by this order to ensure that appropriate staffing levels are maintained. For officers receiving the eight (8) hours of relief time, their Form 26, and the ordering

supervisor's Form 26, shall be forwarded to the Commanding Officer, with a copy left for the Clerks to note the relief on the BAT.

3. Commanding Officers will forward copies of all reports and overtime slips to the Bureau Chief of the Officer who will be receiving the relief time by e-mail.

C. No Officer shall work more than ninety (90) hours in one (1) week, from 8:00AM Saturday until 8:00AM the following Saturday. These hours shall include all hours worked (i.e. regularly scheduled tour of duty, overtime, court time, paid details, compensatory time, union business, outside employment). Any tour of duty missed due to illness or injury, suspension or administrative leave shall also be included in the calculation of the total hours worked for the week.

For purposes of calculating relief time, the eight (8) hours of relief time starts when the officer is relieved from duty NOT when the actual OT slip ends.

(Example: An Officer is receiving a guaranteed minimum number of hours, but is relieved after two (2) hours-the relief time starts at the end of the two (2) hours not the four (4) hour slip).

Exceptions to these limitations on maximum hours may be made only by supervising officer in the interest of public safety, specifically: Court Appearances and Mandatory Overtime; or any Public Necessity as determined by the Bureau Chief.

ARTICLE XVII-FITNESS TO RETURN TO WORK AFTER
A SERVICE-CONNECTED SICKNESS, INJURY OR DISABILITY

Section 1. A Detective absent from duty on account of sickness, injury or disability incurred in the performance of his duty shall be entitled to examination and treatment by a physician of his own choice. His physician shall be afforded full opportunity to consult with the City's Police Department physician prior to any determination by such City physician as to employee's fitness to resume police duty. If the employee's physician and such City physician disagree as to such "fitness", they shall thereupon jointly designate a physician agreeable to both who, at the City's expense, shall examine the employee and then render an advisory written medical opinion as to the employee's fitness to return to duty, copies of which shall be transmitted by him to both the City's physician and the employee's physician. In the event of their inability to agree upon third physician, a physician shall be jointly selected by them from a list or panel of physicians established or suggested by the commissioner of Public Health for Commonwealth of Massachusetts in cooperation with the parties hereto, upon which event such physician, at the City's expense, shall so examine the employee and render his opinion as aforesaid. Pending receipt of such advisory opinion and action of the City physician thereupon, the City shall not require the employee to return to duty and shall continue to fully compensate him on paid injured leave for lost time due to any such absence.

It is understood that "sickness" as used herein means sickness incurred in the line of duty resulting in paid injured leave and does not include sickness not incurred in the line of duty which may result in sick leave.

Section 2. It is understood and agreed by the parties hereto that, when an officer is injured or disabled while on duty, the injured or disabled officer shall be carried "injured on" from the date the City receives notification of said injury or disability until such time as the contrary be shown by the Department at a hearing called for that purpose and supported by

competent evidence and sustained by an arbitrator pursuant to Article IX, Section 2, Step 4 of the collective bargaining agreement. The Society agrees to reimburse the City for any and all funds paid wrongfully to any officer under an "injured on" status. The parties agree to immediately arrange an expedited arbitration process for grievances filed under this section. In the event the officer and/or the Society declines arbitration under this Article, the Department may place the employee on "sick leave status".

Section 3. The requirement that injured/sick officers remain at home unless permitted to go elsewhere by the Police Commissioner is abolished upon ratification of this Agreement. The Police Commissioner shall immediately rescind all rules and regulations with respect to the foregoing requirement.

Section 4. Special Duty or Duty Less than Full Duty

- A. If, in the opinion of the City's physician after an examination, a Detective on injured status is capable of performing less than full police duty, the Commissioner may assign the Detective to such duty consistent with the responsibilities of a Detective. The Commissioner shall inform the Detective in writing of the assignment and the responsibilities of the assignment and shall order the Detective to report for duty thereat within not less than five (5) working days. The City physician shall consider available reports of the Detective's physician when determining the Detective's fitness to perform such duty.

During this duty assignment, the Commissioner or the Detective may request the City's physician to examine the Detective to determine the Detective's fitness to return to full duty consistent with the provisions of this Agreement.

If the Detective at any time declines or is unable to perform such duty assignment, he shall immediately notify the Director of Personnel who shall place the Detective on sick leave. In the event the Detective's physician and the Department's physician disagree as to the Detective's ability to perform such duty, the Director of Personnel shall arrange for an examination of the Detective by a physician designated by the Commissioner and the Society. The physician, at the expense of the City, shall examine the Detective and render an advisory medical opinion as to the Detective's fitness to perform such duty assignment, copies of which shall be transmitted by the physician to both the City's and the Detective's physician. The City physician will then reexamine the Detective and based upon all the evidence before him make a recommendation to the Commissioner whether to continue such duty assignment or to restore the Detective to injured on status. In the event the Society believes the decision of the Department is arbitrary or capricious, this dispute may be processed through the grievance procedure.

A Detective on such duty shall be assigned to the work location to which he/she was assigned prior to the injury or to a Headquarters unit (which shall include the Identification Section).

The Department shall attempt to assign the Detective to the same shift to which he/she was assigned prior to the injury and if the Detective is assigned to a different shift, such assignment shall not be arbitrary or capricious.

- B. If an employee on sick or injured status wishes to return to less than full duty, and his physician certifies that he is fit for such duty and the department physician disagrees, then the process for resolving such dispute shall be the same as in Section A above.

C. Subject to the approval of the City physician, detectives on less than full duty as defined in this section may be eligible to perform paid details consistent with the terms of this section and his/her physical condition.

ARTICLE XVIII-REDEMPTION OF SICK LEAVE

Section 1. Annual Redemption.

A detective who has used fewer than five (5) sick days in the twelve (12)-month period ending June 30th of any year may elect to redeem sick days in a lump sum cash payment in accordance with the following schedule:

<u>Annual Sick Days</u>	<u>Sick Days Used</u>	<u>Redemption</u>
15	0	10
14	1	8
13	2	7
12	3	5
11	4	3
10	5	0

The per diem rate will be the detective's rate on June 30th but will not exceed the per diem rate for the rank of detective as specified in column 3 of the Salary Schedule in force on June 30th.

During July, the City will notify each qualifying employee of his redemption options. An employee may elect to redeem all or part of his entitlement in full days. Unredeemed sick days will be accumulated in the normal manner.

Section 2. Retirement Redemption.

Effective May 31, 1999, upon retiring from service in classification covered by this Agreement, a detective shall receive a cash payment equivalent to forty-percent (40 %) of the accrued but unused sick leave balance credited to the member on the date of retirement. The two hundred (200) day cap shall continue to apply to such members for purposes of calculation of this payment.

Sick leave buy back or redemption payments shall be paid to the employee no later than December 1st of each year.

ARTICLE XIX-LABOR-MANAGEMENT COMMITTEE

Section 1. The City and the Society shall jointly maintain and support a Labor-Management Committee. The Committee shall consist of not more than six (6) members who shall serve for the term of this Agreement. The Society shall designate three (3) members and the police Commissioner shall designate three (3) members, at least one (1) of whom shall be the rank of Superintendent. Vacancies for designated members shall be filled respectively by the Society and the Police Commissioner for the balance of the term to be served. Each party may designate alternates. At each meeting, the Committee shall select a chairman from among its members. The selection shall be made alternately from the group of members designated by the Police Commissioner and the group of members designated by the Society. A quorum shall consist of a majority of the total membership of the Committee. The Committee shall meet monthly on the second (2nd) Wednesday of each month or on any other date mutually agreeable. Each party shall provide to the other party, at least one (1) week in advance of the meeting, a written agenda of matters to be discussed.

Section 2. The Committee shall make its recommendation to the Police Commissioner in writing and the members designated by each party shall state their position(s) in writing.

The Police Commissioner shall give his answers to the recommendation and/or statement of position of the Committee or its members in writing. If such recommendation and/or statement of position are/is received by the Police Commissioner on or before the tenth (10th) calendar day following any such meeting, his written answer shall be given at the next scheduled meeting. In the event that any such recommendation and/or statement of position is received by the Commissioner after the tenth (10th) calendar day following any such meeting, his written answer shall be given on or before the second (2nd) next scheduled meeting following his receipt of such recommendation and/or statement of position.

Section 3. The function and role of the Labor-Management Committee shall extend to the following:

- A. Matters concerning the administration or interpretation of this Agreement or any supplement or amendment thereto;
- B. Department projects, programs, personnel policies and practices which may effect or bear upon wages, hours, or conditions of employment or employees covered by this Agreement, including matters not subject to the grievance and arbitration procedure. The parties shall freely exchange information to facilitate the function and role of the Labor-Management Committee.

Section 4. The provisions of this Article shall not preclude the establishment of other committees by mutual agreement, nor in any way or manner limit or derogate from the function and purpose of the Society's Grievance Committee established pursuant to Article VI of this Agreement.

Section 5. The President of the Society and the Police Commissioner shall meet once a month to discuss matters of mutual interest.

The Department and the Union agree to commence, through the Joint Health and Safety Committee, a project which will lead to the formulation of a contractual provision relative to police officers who contract infectious diseases. The Joint Health and Safety Committee will accomplish this project no later than six (6) months from the date of ratification of this Agreement, and the parties hereto mutually agree to bargain collectively with respect to the findings and recommendations of the Joint Health and Safety Committee.

ARTICLE XX-VACATION AND PERSONAL LEAVE

Section 1. Vacation Starting Time.

Effective upon the ratification of this Agreement, vacations for Detectives under this Agreement will start at 7:30A.M. on Saturday and shall run to 7:30A.M. on the following Saturday or a subsequent Saturday, depending upon the length of the vacation.Section

2. Vacations

Effective June 30, 1999, any employee who has accumulated at least three (3) weeks of vacation may elect to redeem three (3) weeks vacation leave in cash in lieu of utilizing said weeks. Any employee who prior to each January 1st has completed his or her twentieth (20th) year of service, shall receive one (1) week of vacation in addition to the vacation leave to which such employee is already entitled under this agreement.

Vacation leave shall not be accumulated beyond the end of a calendar year, except that in the event that where sickness or duty related injury prevents an employee from taking his or her vacation leave in any particular year, such vacation leave may be taken in the next succeeding year, but in no event thereafter. If the employment of any employee entitled to vacation under this agreement is terminated by dismissal through no fault or delinquency of his part or by resignation, retirement or death, without his having been granted such vacation, he

or, in the case of his death, his estate, shall be paid as provided by law an amount in lieu of such vacation provided that no monetary or other allowance has already been made thereof.

If the employment of any employee entitled to vacation leave under this agreement is terminated by retirement or death without the employees having been granted such vacation, he, or in the event of his death, his estate, or his widow or next of kin, shall be paid as provided in Section 111 of Chapter 41 of the General Laws, an amount in lieu of such vacation; provided that no monetary or other allowance has already been made therefor. Employees entitled to a fifth (5th) week of vacation under this agreement may elect to redeem said week in cash in lieu of utilizing said week as vacation. Redemption payment shall be paid to eligible employees no later than December 1st of each year.

Section 3. Seniority will be used as the determining factor when there is a dispute concerning vacation assignments. Seniority for the purposes of this Article will be defined as the date the detective is appointed to the Boston Police Department as a sworn officer.

Section 4. Personal Leave Benefit.

In each fiscal year, each employee shall be credited with and shall be entitled to four (4) personal leave tours.

At the option of each employee, all or any part of any employee's annual personal leave entitlement can be taken in the year of entitlement, can be redeemed for cash payment or, can be placed in a bank of accumulated, unused personal leave.

- A. If an employee elects to redeem for cash all or any part of the annual personal leave entitlement, the employee must notify the City on each occasion of such election during the fiscal year involved; provided that the final election notice must be given by the employee no later than June 1st of each fiscal year.

The City will compensate the employees within thirty (30) calendar days of each such notice of redemption, on the basis of one-fourth (1/4th) of the employee's regular weekly compensation for each redeemed personal leave tour.

- B. If an employee elects neither to take nor redeem all or any part of the employee's annual personal leave entitlement, during the accrual year, all such portion of unused or unredeemed leave shall be accumulated for the employee's death or retirement, the employee, or in the event of the employee's death, then the beneficiary of the employee as designated on the form provided for the State-Boston Retirement System, shall receive a lump sum cash payment equal to one-fourth (1/4th) of the employee's regular weekly compensation at the time of such death or retirement for each accumulated personal leave tour to a maximum of twenty-four (24) such tours. Such payment shall be made no later than thirty (30) calendar days following the date of death or retirement. Employees who retire with more than twenty-four (24) accumulated personal leave tours will be allowed to use all such tours in excess of the twenty-four (24) tours to be compensated as leave in the year of and prior to the employee's retirement.
- C. The employee must provide the Police Department with notice of an intention to take a personal leave tour no later than noontime on the calendar day immediately prior to the personal leave tour involved.

XXI-OTHER LEAVES OF ABSENCE

Section 1. Subject to the operating needs of each unit, district, division, or bureau, determined by the superior officer in charge, leave of absence without loss of pay will be permitted for the following reasons:

- A. Attendance by an employee who is a veteran as defined in Section 21, Chapter 31, of the General Laws as a pallbearer, escort, bugler, or member of a firing squad or color detail, at the funeral or memorial services of a veteran, as so defined, or 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, Section 31, of the General Laws, as a delegate or alternate to state or national conventions or certain veterans' organizations as designated from time to time, during the life of this Agreement, by the Mayor;
- C. Inoculation required by the City;
- D. Red Cross blood donations authorized by the Department;
- E. Promotional examinations conducted under Civil Service law and rules for promotion to any position in the service of the Department;
- F. Medical examination for retirement purposes;
- G. Attendance at educational programs required or authorized by the City.

Section 2. Military leave. Every employee covered by this Agreement who is a member of a reserve component of the armed forces of the United States shall be granted, in accordance with Section 59 of Chapter 33 of the General Laws, leave of absence with pay, during the time of his annual tour of duty as a member of such reserve component; provided, however, that such leave shall not exceed seventeen (17) calendar days.

Section 3. Death in the immediate Family

- A. Five (5) days leave of absence, with pay, will be allowed an employee in the case of death of his spouse, or anybody in either of the following relationships to the

employee or employee's spouse: father, mother, brother, sister, child, grandchild, daughter-in-law, son-in-law, grandparents or a member of the employee's household who has been a member of such household for six (6) months or more. The Department retains the right to request documentation to substantiate the validity of any bereavement leave request. These leaves shall begin at the morning roll call following receipt of notice of death, and employees affected shall be excused from tours of duty intervening between receipt of notice of death and the morning roll call. Sufficient time to attend the funeral of other near relatives may be allowed without loss of pay, with an extension of such time in any particular case at the discretion of the Police Commissioner.

If an employee entitled to leave without loss of pay under this Section requires additional leave for such purposes, leave for such purpose shall be deducted from sick leave. In the event two (2) or more of the family members listed above die at the same time or as a result of the same incident, the employee shall be allowed bereavement leave for each of the deceased family members.

Section 4. Pregnancy-Maternity Leave. Whenever a female employee shall become pregnant, she shall furnish the Police Commissioner with a certificate from her physician stating the expected date of her delivery. She may continue to work so long as her physician certifies that she is able to do so provided that the Commissioner does not find her work performance is impaired. Maternity leave without pay shall be granted commencing with cessation of actual work under the preceding sentence, for a period not to exceed one (1) year after the date of delivery.

Section 5. All provisions of the City of Boston's Family Medical Leave Policy are incorporated herein.

ARTICLE XXII-MISCELLANEOUS

Section 1. Safety and Health. Both parties to this Agreement shall cooperate in the enforcement of Safety rules and regulations. Complaints with respect to unsafe or unhealthy working conditions shall be brought immediately to the attention of an employee's superior officers and shall be a subject of grievance hereunder.

The City and the Society shall establish a joint Safety committee consisting of not more than three (3) representatives of each party for the purpose of promoting sound safety practices and rules.

Section 2. Society Bulletin Boards. Space will be provided in units, districts, divisions, and bureaus at places of assembly of employees for Society Bulletin boards of reasonable sizes to be supplied by the Society for the posting of announcements relating to Society business.

Section 3. Orders. Copies of general orders, special orders, and personnel orders shall be supplied to the Society upon request and copies of such orders issued subsequent to the effective date of this Agreement shall be supplied to the Society at the time of issuance.

Section 4. Severability. Should any provision of this Agreement or any supplement thereto be held invalid by any court or tribunal of competent jurisdiction, or if compliance with or enforcement of any such provisions should be restrained by any court, all other provisions of this Agreement and any supplement thereto shall remain in force, and the parties shall negotiate immediately for a satisfactory replacement for any such provision.

Section 5. Benefits. Except as improved herein, all benefits specified in the published rules and regulations, general and special orders in force on the effective date of this

Agreement shall be continued in force for the duration of this Agreement. No employee shall suffer a reduction in such benefits as a consequence of the execution of this Agreement.

“Benefits” hereunder shall be deemed to include by way of example and not by way of limitation, sick leave, vacation leave, and paid injured leave.

Section 6. The provisions of this Agreement supersede any conflicting or inconsistent rule, regulation, or order promulgated by the Police Commissioner. In the event any statute(s) relating to members of the Police Department provides for or sets forth benefits or terms in excess or more advantageous than the benefits or terms of this Agreement, the provisions of such statute(s), to the extent not forbidden by law, shall prevail. In the event this Agreement provides or sets forth benefits or terms in excess of or more advantageous than those provided or set forth in any such statute(s), provisions of this Agreement shall prevail.

Section 7. Accidental Death Insurance

Pursuant to the provisions of General Laws Chapter 32B, Section 11D, the City shall pay ninety-nine percent (99 %) of the premium cost for service-connected group accidental death insurance of twice the maximum amount which each eligible employee would be entitled if insured for the maximum amount of group accidental death and dismemberment insurance provided under General Laws Chapter 32B, Section 11A.

Such insurance coverage shall be provided as soon as insurance can be obtained from a carrier in accordance with public contract bidding laws and the terms of said insurance have been approved by the Massachusetts Group Insurance Commission as required by General Laws Chapter 32B, Section 11D.

It is understood that the City may decide to be a self-insurer, in which case coverage shall be effective as of July 1, 1972. In the absence of an effective insurance policy, the City

shall be deemed a self-insurer hereunder. If not already accepted, the City agrees to submit Chapter 383 of the Acts of 1967 to the City Council for acceptance.

Section 8. In requesting funding for this Agreement, the Mayor shall request funds for the creation of the position of Police Department Chaplain, with the appointment to said position to be made by the Police Commissioner.

Section 9. Access to Personnel Files.

- A. No material originating from the City derogatory to an employee's conduct, service, character, or personality shall be placed in the personnel files unless the employee has had an opportunity to read the material. The employee shall acknowledge that he has read the material by affixing his signature on the actual copy to be filed. Such signature does not necessarily indicate agreement with its contents, but merely signifies that the employee has read the material to be filed.
- B. The employee shall have the right to answer any material filed and his answer shall be attached to the file copy.
- C. No material which contains an allegation of misconduct against an employee shall be included in his/her personnel file until the charges have been verified by affidavit and a hearing held. If a determination is made that the allegation is without substance, then the allegation shall not be included in the employee's file.
- D. Any detective shall have the right, on request at reasonable times, and on his own time, to examine all material in his personnel file which is neither confidential or privileged under law, in the presence of an official in the Personnel Office. A copy of any such material shall be furnished the employee at his request.

Section 10. Physician's Certificate. Notwithstanding any departmental rule or regulation to the contrary, if a physician's certificate is required by the Commissioner as evidence of an employee's absence from work due to illness, for five (5) consecutive days or more than ten (10) days in a calendar year, the department must afford such employee an opportunity to obtain such certificate from a physician in the department or a physician at Boston City Hospital. The department will assume the full cost charged by such physician(s) or by Boston City Hospital in connection with the certificate. If a detective so chooses, he may obtain a certificate from a physician other than a described above, in which case he will assume the cost thereof.

Section 11. Reimbursement for Legal Fees.

Criminal Actions. In the event that any employee is charged with committing a criminal offense in the course of his work performance and is subsequently found not guilty of such accusations in a court of law or if such accusations against him are dismissed by a court of law or by an authorized clerk of such court, the City will reimburse such employee for reasonable attorney's fees and related court costs including but not necessarily limited to stenographic fees and witness fees incurred by him in defending himself against those charges. Such payment will be made after review by the Corporation Counsel of the City of Boston.

The City will represent and indemnify bargaining unit members to the extent permitted by M.G.L. c. 258 § 9.

Section 12. Hospital Liaison Notification.

The hospital liaison officers will notify the Society Grievance Committee Chairman in writing when a bargaining unit employee is absent from duty due to injuries or illness requiring admission to hospital. The Society Grievance Committee member shall be granted leave of

absence with pay and with no loss of benefits for time required to discuss and process grievances on an incident which could lead to grievances with the sick or injured employee or other involved.

Section 13. Temporary Assignment

The right of the Police Department to temporarily assign member(s) of the bargaining unit to uniformed duty (such as, but not limited to, parades, marathons, demonstrations, and emergency situations) shall not be diminished by this agreement. The Department agrees to abide by the following terms in making such temporary assignment(s):

(a) Where the Department decides to temporarily assign member(s) of the bargaining unit who are actually assigned to an Area/District, including the Drug Control Unit, to uniformed duty within his/her Area/District, it may not do so until all non-rated officers (i.e. Anti-Crime) assigned to that Area/District have been so assigned;

(b) Where the Department decides to temporarily assign member(s) of the bargaining unit who are actually assigned to an Area/District, including Drug Control Unit, to uniformed duty in an outside Area/District, it may not do so until all non-rated officers (i.e. Anti-Crime) actually assigned to that outside Area/District as well as that member's home Area/District have been so assigned;

(c) The parties recognize that while the Youth Violence Strike Force and other specialized units not actually assigned to an Area/District are generally excluded from the requirement, such officers may be assigned by the Department to uniform duty for First Night and/or the Caribbean Festival. For First Night and/or the Caribbean Festival, the Department agrees to place the Youth Violence Strike Force in uniform where the Department has assigned other detectives to uniformed duty;

(d) Temporary assignment(s) made hereunder shall be done fairly and equitably and in a manner to ensure fundamental fairness and equality of treatment of the employee in the bargaining unit and such assignment(s) shall not be done for punitive or disciplinary purposes;

(e) In the event that a member is so assigned, he/she shall be paid at his/her regular rate of pay including detective's differential (if any).

Section 14. This Agreement specifically incorporates the provisions of St. 1982, c. 190 § 18.

Section 15. Physical Standards. Members of the bargaining unit employed by the Boston Police Department subsequent to the execution of this Agreement shall abide by and be subject to the physical standards established by the Department of Personnel Administration in document 80-4, known as "Physical Standards for Public Safety Officers" (attached hereto and incorporated herein). No amendments to the attached document, 80-4, shall apply to the bargaining unit unless mutually agreed upon.

It is understood between the parties that no member of the bargaining unit employed prior to the execution date of this contract shall be expected to comply with this section so long as the bargaining unit member remains employed by the Boston Police Department.

This section, subject to the exception above only, shall apply to all members of the bargaining unit.

Section 16. Bulletproof Vests.

Effective June 30, 1999, the Department shall provide to all officers a bullet proof vest at no expense to the officer and all officers employed by the department shall be required to wear such vest during the performance of any planned and/or situational event(s) where a reasonable possibility of armed confrontation exists and/or where under similar circumstances

the officer's bureau chief reasonably deems it necessary. The failure of an officer to wear a bulletproof vest shall not be applicable to the issue of an officer's "injured on" status. This provision is not intended to replace or diminish existing department rules which mandate the wearing of a vest nor is it intended to impose a general requirement of wearing a vest.

The Society and the Department both agree to take affirmative steps, including the education of members, regarding the merits of wearing a vest while on duty.

Section 17. Substance Abuse.

The parties agree that the Substance Abuse Policy (as amended) which is contained in the Boston Police Department's Rules and Regulations is incorporated herein.

- A. Three (3) hair samples will be collected at the time of testing.
 - 1. Two (2) samples will be sent under applicable chain of custody standards to testing lab (Psychemedics);
 - 2. The third (3rd) sample will be maintained under secure storage conditions by BPD.
- B. To be identified as positive for cocaine, the initial test must have:
 - 1. Minimum of 5ng/10mg of cocaine; and
 - 2. Contain norcocaine (1 ng); or
 - 3. Contain Benzyleconine at a ratio of 5% or greater.
- C. If the initial test is positive, the lab will perform a second (2nd) test on the second (2nd) hair sample. If the result of that test is within thirty percent (30%) of the result of the first (1st) test, the result of the first (1st) test will be deemed confirmed, provided that the result meets the minimum standard set forth in Section B. Otherwise the test will be deemed negative.

- D. A bargaining unit member whose two test results are positive may, at the Detective's expense, have the third hair sample tested at an independent laboratory, Quest Laboratories, at that laboratory's limit of detection for the substance(s) in question. If the test result does not meet that laboratory's limit of detection¹ for the substance(s) in question, the test shall be deemed negative.
- E. Bargaining unit members who receive a verified positive test result for illicit drugs and who enter into the Rehabilitation Agreement will be subject to random urine testing for the remainder of his/her career.
- F. If the overall result is negative all remaining samples will be destroyed.

Section 18. 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). All bargaining unit members who are on the Department payroll as of July 1, 1994, shall be exempt for their tenure with the Boston Police Department. After ten (10) years of consecutive full-times service (or, in the case of bargaining unit members who have had a break in service due to a work-related disability, ten (10) years of full-time service in total) from date of appointment to the Academy as a student police officer, bargaining unit members will be exempted from the Residency Ordinance.

Section 19. Extended Sick Leave Bank Committee.

Effective June 30, 1999, there shall be established for all members of the bargaining unit an extended sick leave bank which shall be administered by the Police Department's Office of Human Resources according to the following procedures and policies:

¹ 50 pg/mg for all drugs except carboxy THC (marijuana) which is 0.05 pg/mg.

- A. To be eligible for membership, an employee must have voluntarily donated one (1) sick day per year to the extended sick leave bank. An employee may donate up to three (3) sick days per year to the extended sick leave bank during the enrollment period. Donated days shall be deducted from the employee's accumulated sick leave but shall not be considered sick leave for the purposes of monitoring sick leave usage or the annual redemption of sick leave. In lieu of any cash redemption upon retirement from the City, an employee may elect to donate his/her percentage redemption to the extended sick leave bank. The balance in the bank shall consist of the total number of sick days donated less the number of days granted by the Extended Sick Leave Bank Committee (Committee).
- B. Enrollment in the extended sick leave bank will be open from January 1 to January 31 of each year. The Department's Office of Human Resources will distribute information and authorization forms to employees at least thirty (30) days prior to the enrollment period.
- C. The Committee will be responsible for review of employee requests for sick leave compensation time to be withdrawn from the extended sick leave bank. The Committee shall consist of two (2) representatives appointed by the Department and two (2) representatives appointed by the Society. Society members on the Committee shall be granted reasonable time off pursuant to Article VI, Section 2. Providing that the balance of 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 (January 1 through December 31). The Committee shall make its decision within ten (10) working days of receipt of all documentation. The Committee may

extend an additional thirty (30) days of leave, and in no event shall any one (1) individual receive more than sixty (60) days in total per calendar year. Decisions of the Committee with respect to eligibility and entitlement for sick time 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 time shall be granted.

- D. Applications for leave to be withdrawn from the extended sick leave bank must be submitted in writing by the employee to the Committee Administrator with a signed statement from the employee's doctor which fulfills the criteria in subsection E(3) below. If the Committee has denied the 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 Department's 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. While the employee requesting to draw from the bank bears the burden of providing medical documentation, the Committee, through the Department's Office of Human Resources, may request additional medical documentation which may be relevant to the Committee's deliberations. The Department's 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 Department's 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 subsection A above.
2. The employee has exhausted all accumulated sick leave and other paid leave (such as vacation leave and personal leave).
3. The application is accompanied by adequate medical evidence of a serious illness or injury which prevents the employee's immediate return to work. The Committee may require additional medical information or documentation prior to making a decision on any application. Sick leave which is granted but unused shall revert into the extended sick leave bank upon an employee's return to work, resignation, retirement, discharge, or death. No employee who is granted sick time pursuant to this section shall be allowed to redeem any unused portion under Article XVIII.

Section 20. Detective's Exam.

In an effort to maintain a list of qualified individuals who may be rated as detective, the City agrees that within eighteen (18) months following either (1) the date that the current list of qualified individuals who may be rated as detective contains no more than fifty (50) remaining individuals or (2) five (5) years from the date the then-existing list of qualified individuals to be rated as detective was established, the City will conduct an exam for the purpose of determining a new list of eligible candidates who may be rated as detective (a "Rating Exam"). In the event that during this eighteen (18)-month period, any Civil Service promotional exam(s) or process(es) (or any part of such an exam or process) is conducted for the purpose of

promotion within the Boston Police Department, then the deadline by which the City must conduct a Rating Exam shall be extended to a date eighteen (18) months following the establishment of the list(s) created by the Civil Service promotional exam(s) or process(es), but in no event shall a Rating Exam be conducted more than twenty-one (21) months following the conclusion of the Civil Service promotional exam(s) or process(es). Nothing in this Section shall limit the City's discretion to conduct a Rating Exam earlier than otherwise required.

The City will conduct a Rating Exam within three years of the date of the funding of the JLMC award Number 12-2078 by the Boston City Council.

Section 21. Body Worn Cameras.

At the request of either party during the term of the contract, the parties will bargain about extending, expanding or in any way continuing the use of body worn cameras beyond the terms of the existing body worn cameras agreement, including beyond the current trial period, in accordance with M.G.L. c. 150E.

Section 22. Dashboard Cameras.

At the request of either party during the term of the contract, the parties will bargain about the use of dashboard cameras in accordance with M.G.L. 150E.

ARTICLE XXIII-COMPENSATION

Section 1.

Wages : There shall be the following wage increases :

Effective FPP July 2016-2%

Effective FPP July 2017 - 2%

Effective FPP July 2018 - 2%

Effective FPP July 2019 - 2%

Detectives shall not receive accumulated retroactive overtime pay for fiscal years 2011 through 2013 but shall receive accumulated retroactive overtime pay for fiscal years 2014 through 2016.

Section 3. Detective Differential. The Detectives' differential shall be considered as a part of regular weekly compensation for the purposes of overtime and holiday pay and for purposes of sick, injury, vacations and other authorized leave compensation and for pension contribution to the extent permitted by law. Effective the second pay period in October, 1995, the detective differential shall be added to the strip base for all purposes and shall cease to be a distinct differential.

Section 4. Uniform and Clothing Allowance. Effective January 2008 the annual clothing allowance is \$800.00. The parties agree to form a committee to discuss new departmental uniform specifications and compliance standards.

Section 5. Night Shift Differential.

An employee who is regularly scheduled to work on a night shift (any shift or tour commencing at or after 4 P.M. and prior to 7:30 A.M.) shall receive, in addition to his regular weekly salary, a weekly night shift differential in the amount equal to nine percent (9 %) of his base plus weekend differential. Night shift differential shall not be included in the base pay for the purpose of computing overtime but shall be so included for the purpose of determining holiday pay, vacation pay, sick and injured leave pay, and pay for in-service training, and shall be considered as regular compensation for retirement and pension purposes to the extent permitted by law. The provisions of this section shall apply to the special burglary task force if assigned to the 1:00 P.M. to 9:00 P.M. shift.

Section 5. Annual Honorarium. Those Detectives who have received or who will receive the Department Medal of Honor for performing extraordinary police service shall receive a \$50.00 annual honorarium each December so long as they remain active members of the Department.

Section 6. Weekend Differential. In addition to any other regular or premium compensation to which Detectives are entitled, all members of the bargaining unit shall receive the following weekend differential to be considered as part of regular weekly compensation and shall be included in base pay for the purposes of computing overtime, court time, sick pay, injured pay, holiday pay, vacation pay, paid lunch time, and night differential and shall be considered regular compensation for pension and retirement to the extent permitted by law. The weekend differential is computed as six and six-hundredths percent (6.06 %) of the base weekly compensation in effect on July 1, 1989. Effective the First Pay Period July 2009 increase 0.5%.

Section 7. Hazardous Duty Pay.

Effective the first pay period in July 2008, there will be hazardous duty pay of 1.5% of the strip base for all Detectives. Effective the first pay period in July 2009, there will be an increase in hazardous duty pay of 0.15%, for a total hazardous duty pay of 1.65% of the strip base for all Detectives. Effective the First Pay Period July 2017 (FY 18) there will be an increase in hazardous duty pay to 2.65%. Effective the First Pay Period July 2018 (FY 19) there will be an increase in hazardous duty pay to 3.65%. Effective the First Pay Period July 2019 (FY 20) there will be an increase in hazardous duty pay to 4.65%.

Hazardous duty pay payments made under this section shall be made weekly and shall be included in base pay for the purpose of computing overtime, court time, sick pay, injured

pay, holiday pay, vacation pay, paid lunch time, and night differential and shall be considered regular compensation for pension/retirement purposes to the extent permitted by law.

Section 8. Direct Deposit.

Effective the first pay period of January 2008, all bargaining unit members shall be required to receive his/her compensation via direct deposit, if such arrangement has not already been made by the employee prior to this date.

Section 9. Cumulative Risk Enhancement Adjustment

After the 2% base wage increase in July 2016, a new five (5) year Strip Base, equal to the 3rd year Annual Strip Base Wage plus \$1500, will exist effective July 2016 (FY 17). This new five (5) year Strip Base Wage will be the new Strip Base for all BPDDBS members with five (5) to nine (9) years of service, regardless of eligibility to receive other career or education payments. After the 2% base wage increase in July 2016, a ten (10) year Strip Base, equal to the 3rd year Annual Strip Base Wage plus \$3000, will exist effective July 2016 (FY 17). This new ten (10) year Strip Base will be the new strip base for all BPDDBS members with ten (10) to fourteen (14) years of service, regardless of eligibility to receive other career or education payments. After the 2% base wage increase in July 2016, a fifteen (15) year Strip Base, equal to the 3rd year Annual Strip Base Wage plus \$6000, will exist effective July 2016 (FY 17). This new fifteen (15) year Strip Base will be the new strip base for all BPDDBS members with fifteen (15) or more years of service, regardless of eligibility to receive other career or education payments. This adjustment does not impact the 3rd year Annual Strip Base.

The fifteen (15) year strip base shall replace both the twenty (20) year strip base and the twenty-five (25) year strip base awarded in 2015 pursuant to JLMC Case No. 12-2078. Effective the first pay period of July 2014, employees with 20 years of service shall

receive \$3,000 per annum and employees with 25 years of service shall receive \$6,000 per annum.²

ARTICLE XXIV-EDUCATIONAL INCENTIVE/CAREER AWARD

1. Contemporaneous with the submission of the cost items of this contract to the Boston City Council pursuant to M.G.L. c. 150E § 7, the Mayor shall transmit to the City Council an order accepting the provisions of M.G.L. c. 41 § 108L (Quinn Bill), and thereafter shall exert said Mayor's best efforts to procure the passage of said order, provided, however, that in no event shall said order take effect prior to July 5, 2000 and in no event earlier.
2. In the event a legal action is brought on behalf of any employee of the Boston Police Department claiming entitlement to the Quinn Bill benefit on a date earlier than July 5, 2000, economic improvements under this agreement that have not yet been implemented shall be suspended pending the completion of the litigation. If the court upholds the Quinn Bill implementation date provided herein, economic improvements herein shall be implemented as of the stated effective date(s).
3. In the event a court of final jurisdiction orders the City to implement the Quinn Bill on a date earlier than July 5, 2000, then any economic improvements provided under this agreement shall not be implemented and the parties shall immediately commence

² After the 3% base wage increase on October 1, 2013, a new twenty (20) year Strip Base, equal to the 3rd year Annual Strip Base Wage plus \$3,000, will exist effective July 2014 (FY 15). This new twenty (20) year Strip Base Wage will be the new Strip Base for all BPDBS members with twenty (20) to twenty-four (24) years of service, regardless of eligibility to receive other career or education payments.
After the 3% base wage increase on October 1, 2013, a new twenty-five (25) year Strip Base, equal to the 3rd year Annual Strip Base Wage plus \$6,000, will exist effectively July 2014 (FY 15). This new twenty-five (25) year Strip Base will be the new strip base for all BPDBS members with twenty-five (25) or more years of service, regardless of eligibility to receive other career or education payments. This adjustment does not impact the 3rd Annual Strip Base.

negotiations in order that the economic benefits provided hereunder shall be relatively equivalent to what is agreed to hereunder.

4. In the event that the Quinn Bill is not adopted as provided for in paragraph 1, above, the parties shall immediately commence negotiations in order that the economic benefits provided hereunder shall be relatively equivalent to what is agreed to hereunder and consistent with the City's 50 % contribution to Quinn Bill benefits.
5. The base pay upon which the annual payment made pursuant to M.G.L. c. 41 § 108L is calculated shall include the detective's differential, weekend differential (if applicable), day shift differential (if applicable), night shift differential (if applicable) and holiday pay but no other pay and/or economic benefit. The annual payment made pursuant to M.G.L. c. 41 § 108L shall not be included in base pay for any purpose except for pension/retirement and overtime pay only as required by federal law, but not for the purposes of overtime pay paid under the provisions of the parties' collective bargaining agreement.
6. In the event that M.G.L. c. 41 § 108L is repealed by the General Court and such repeal causes the cessation of reimbursement to the City by the Commonwealth of the Commonwealth's share of the cost of educational incentives paid pursuant to M.G.L. c. 41 § 108L, then eligible employees shall receive only fifty percent (50 %) of the appropriate educational incentive provided by M.G.L. c. 41 § 108L.
7. If for any fiscal year the reimbursement from the Commonwealth does not fully meet its fifty percent (50 %) share of educational incentives paid pursuant to M.G.L. c. 41 § 108L, then eligible employees shall subsequently be paid educational incentives equal to 5.0 %, 10.0 %, 12.5 % based on the degree held and certified, plus the percentage of

the remaining 5.0 %, 10.0 % or 12.5 % that equals the percent of the Commonwealth's share that was actually reimbursed by the Commonwealth for the prior fiscal year.

8. Quinn Bill payments shall be made on an annual basis in late November or early December.
9. Quinn incentives will remain at fifty percent (50%) through FY 13. Incentives will increase starting on July 1, 2013 as follows:
 - FY14: 65%
 - FY15: 70%
 - FY16: 50% + 25% converted to a flat dollar sum based upon the salary of a given detective, meaning after the application of the COLA increase for FY 2016, the calculation for the last 25%, which will become a frozen amount, is based upon the salary of a given detective.
10. Incentives will increase starting with the First Pay Period of July 2016 as follows:
 - FPP July 16 (FY 17) from the existing 50% +the flat amount that equals approximately 75% to an actual 75%.
 - FPP July 17 (FY 18) to 85%;
11. FPP July 18 (FY 19) to 100%.Educational Incentive Plan. Starting in July 2013 (FY 14), post-Quinn hires with equivalent education will receive a New Education Incentive equal to the benefits described in Section 9 of this Article, except there will be no program incentive for post BA degrees.
12. Longevity Benefits Program: Longevity benefits will replace the Transitional Career Awards Program. Longevity benefits shall be only be available to those members not

receiving educational incentives. Starting in July 2013 (FY 14), the Longevity benefits will be as follows:

5 Years of service: \$2,000

10 Years of service: \$4,000

15 Years of service: \$6,000

20 Years of service: \$8,000

ARTICLE XXV-HEALTH INSURANCE

The City's contribution to all group hospitalization insurance premiums shall be as follows:

- A. 75 % of the total monthly premiums for the indemnity plan selected by the employer, including Master Medical or the equivalent coverage and benefits;
- B. 90 % of the total monthly premium for all approved and authorized health maintenance organizations.

Should the City develop an RFP for an indemnity plan other than BC/BS Master Medical, it shall meet with the Society in advance of the advertisement of said RFP. The meetings shall be for the purpose of soliciting comments and suggestions from the Society prior to finalizing the RFP. The Society shall be furnished a copy of the finalized RFP.

The parties agree to meet and negotiate over the impact, if any, of national health care reform should legislation pass during the life of this Agreement.

ARTICLE XXVI-DEPARTMENTAL COMMUNICATION AND DEVELOPMENT SYSTEM

The City of Boston, the Boston Police Department and the Boston Police Detectives Benevolent Society in order to achieve its jointly agreed upon goal of making the City a safer place for its citizens and visitors do agree on the establishment of a Communication and

Development System (Systems) in and for the members of the Boston Police Detectives' Benevolent Society.

In a joint desire to improve the morale and productivity of detectives, communications within the department, and the positive career development of all detectives, the Department and Society both agree that consistent with the terms of this Article, the Department may implement the Developmental Roundtable Review System and the Society will cooperate in such implementation. Furthermore, the Department may take such evaluations into account in training decisions. The Department shall not discipline, promote, demote and/or remove a Detective's rating from a member as the result of a subpar evaluation.

ARTICLE XXVII-DURATION OF AGREEMENT

The initial successor collective bargaining agreement shall be effective from July 1, 2016 to June 30, 2017. The successor collective bargaining agreement to the July 1, 2017 to June 30, 2020 collective bargaining agreement shall be effective from July 1, 2013 to June 30, 2016.

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

PREAMBLE

The parties establish this system in order to improve whenever possible the efficiency of the Bureau of Investigative Services (the Bureau); to improve the quality of the Bureau's Services; to improve the productivity and morale of the members of the bargaining unit to improve communications within the Bureau; and to improve communication between Detectives and their supervisors.

The parties agree that nothing contained in this system or in its implementation and/or administration is in any way a diminution of the Police Commissioner's authority to manage and direct the Police Department, including the Bureau. The Commissioner's and/or the City's authority, managerial prerogatives, and administrative power derived from all applicable laws or statutes including, but not limited to Ch. 322 of the Acts of 1962, M.G.L. c. 150E, M.G.L. c. 31, continue without any modification by this Agreement.

The parties further agree that the form used to administer the system shall not be used in any manner which may result in an adverse employment decision effecting a Detective.

OPERATION

The Commissioner with his designee shall exercise his managerial prerogative to set the goals, objectives, and methods of operation for the Bureau.

The Bureau Superintendent shall meet with the Union to inform it of the goals and objectives and to obtain feedback from the Union. All supervisory personnel are to be encouraged to seek input from their respective staffs on the goals, objectives and methods of operation. It is hoped that a full, free and frank exchange of views will assist the parties in fulfilling the system's objectives.

Once established the Detective and his or her immediate supervisor shall meet according to the following schedule:

- A. An initial meeting to establish the objectives for the following year.
- B. A mid-year meeting to assess the established objectives, progress made, problems encountered and to devise remedial actions necessary to accomplish goals.

- C. An end of the year meeting to determine what objectives were met, problems encountered, any remedial actions necessary.

Nothing contained above precludes additional meetings between the Detective and his/her supervisor during the year as the need may arise.

The records kept pursuant to this System shall be maintained in the Detective's personnel file. A Detective has the right to review these records upon reasonable advance notice and to make a copy of his/her Communications and Development System Form.

A Detective who feels that he/she is aggrieved by his/her supervisor's year-end determination shall have the right to:

- A. Attach written comments to the year-end determination;
- B. Have the year-end determination reviewed by the next supervisory level, which shall make written findings that are to be attached to the form; and
- C. Have the year-end determination reviewed by a board composed of three (3) people; one (1) chosen by the Boston Police Detectives Benevolent Society, one (1) chosen by the Bureau, one (2) jointly agreed upon by the first two (2).

These three (3) people shall review the forms, hear any explanations proffered by the detectives and the supervisor and make a written determination which shall become part of the year-end determination.

This shall be the sole and exclusive method of contesting the comments. There shall be no access to the grievance procedure established under the contract and/or appeal to the Civil Service Commission to dispute the comments obtained within forms.

SIDE LETTER 1

It is further agreed that the City and the Union shall execute a SIDE LETTER OF AGREEMENT relative to the use of "E" days for Union members on an administrative schedule, consistent with Special Order 86-44.

SIDE LETTER 2

The parties agree to the following amendment to Rule 102, Section 10, which shall hereafter read as follows (see Article XVI).

SIDE LETTER 3

The parties agree that the Society will not oppose a home rule petition intended to amend M.G.L. c. 31 by creating a residency preference for promotional examinations utilizing a two (2) point preference credit.

SIDE LETTER 4

The City of Boston (City), the Boston Police Department (Department), and the Boston Police Detectives Benevolent Society (the Detectives) agree as follows:

1. Members assigned to the Sexual Assault Unit shall receive, while so assigned, a weekly differential of twenty-five dollars (\$25.00).
2. The SAU differential shall not be included in the base pay for purposes of computing overtime, holiday pay, pay for in-service training, or compensation for retirement and pension purposes, but shall be considered regular weekly compensation for vacation pay, and sick/injured leave compensation.
3. The parties in agreeing to paragraph 2 represent to the best of their knowledge that this pay provision does not conflict with any state or federal law. If paragraph 2 is found by competent jurisdiction to be invalid, neither party shall be liable under such provision,


rather, the parties shall negotiate immediately for a satisfactory replacement of said paragraph.


4. In consideration thereof, the Detectives agree to waive any and all claims arising out of the facts underlying the Sexual Assault Unit's differential or payment for the nature of work performed in the Unit.

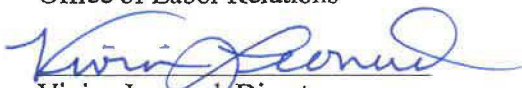
In witness hereof, the City of Boston and the Boston Police Detectives Benevolent Society, Detectives Unit, have caused the Agreement to be signed, executed and delivered on the ____ day of ____, 2019.


CITY OF BOSTON


Martin J. Walsh, Mayor of Boston



Emme Handy, Chief Financial Officer,
Collector-Treasurer


Ann Marie Noonan, Director
Office of Labor Relations



Vivian Leonard, Director
Office of Human Resources


Paul Mahoney,
Deputy Superintendent, BPD

Approved as to Form:

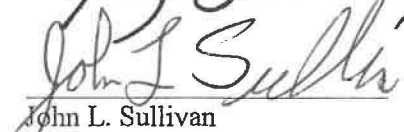

Eugene L. O'Flaherty,
Corporation Counsel

BPDBS – Detectives Unit

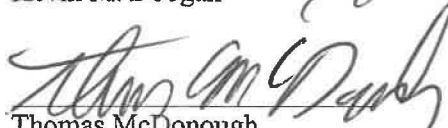

Donald O. Caisey, Jr., President


Martin M. O'Malley, Vice President


Troy E. Hangrove, Secretary



John L. Sullivan


Kevin M. Doogan


Thomas McDonough


Brian Mulrean


Richard G. Moriarty


Scott W. Dunlap, Esq.
Labor Counsel