

Det 54

96-02



*The Commonwealth of Massachusetts*

*Joint Labor - Management Committee*

*for Municipal Police and Fire*

*One Ashburton Place*

*Room 610*

*Boston, Massachusetts 02108*

**JOHN T. DUNLOP**  
CHAIRMAN

(617) 727-9690  
FAX: (617) 727-5786

March 4, 1999

**Christopher J. Muse, Esquire**  
Six Beacon Street - Suite 915  
Boston, MA 02108

**Robert E. Holland, Esquire**  
Deutsch, Williams, Brooks  
DeRensis, Holland & Drachman, P. C.  
99 Summer Street  
Boston, MA 02110-1235

**RE: Boston Police Detectives Benevolent Society, Superior Officers Unit  
and the City of Boston** JLMC-97-47P

**To the Parties:**

**The Joint Labor-Management Committee has received and forwards copies of the Arbitration Award in the above-referenced matter. Upon receipt of the Award, the parties are encouraged to meet in order to exchange views on an appropriate joint statement or to share with one another any independent statements prior to public disclosure of the Award.**

**If you have any questions, please do not hesitate to contact the Committee.**

Very truly yours,

**James P. Costello**  
Senior Staff Representative  
for Labor

**Donald P. Hawkes**  
Senior Staff Representative  
for Management

Arb transmittal

- c: **J. T. Dunlop**
- M. A. Horowitz**
- G. Hayes**
- R. McGrath**
- T. Menino, Mayor**
- V. Tisei, Esq.**
- T. Montgomery**
- S. Polzin**

March 4, 1999

Boston Police Detectives Benevolent Society,  
Superior Officers Unit  
and  
City of Boston

JLMC-97-47P

Award of the Arbitration Panel

Background

There are four unions that represent four bargaining units of sworn police officers in the Boston Police Department: (1) the Boston Police Patrolmen's Association represents approximately 1750 patrol officers; (2) the Boston Police Superior Officers Federation represents approximately 300 uniformed sergeants, lieutenants, and captains; (3) the Boston Police Detectives Benevolent Society, Detectives Unit represents approximately 275 detectives holding the rank of patrol officer; and (4) the Boston Police Detectives Benevolent Society, Superior Officers Unit represents approximately 130 detectives holding the civil service rank of sergeants, lieutenants, and captains. A dispute over the terms of the collective bargaining agreement applicable to this fourth group of sworn police officers in the Boston Police Department is the subject-matter of this award of the undersigned arbitration panel.

Collective bargaining agreements governing all four groups of police officers, of three-year duration, expired effective June 30, 1996. The union parties to each of the four collective bargaining agreements at varying dates petitioned the Joint Labor-Management Committee for Municipal Police and Fire (JLMC) to take jurisdiction of the dispute and facilitate a resolution of the dispute under its rules and procedures. The following tabulation specifies the dates of the separate petitions and the dates the JLMC voted to take jurisdiction in each case:

		<u>Petition</u>	<u>Jurisdiction Voted</u>
(1) Patrolmen	(98-6P)	8/19/97	9/18/97
(2) Federation	(97-42-P)	5/15/97	7/10/97
(3) Detectives	(97-46-P)	6/16/97	8/07/97
(4) Detectives, superior	(97-47-P)	6/16/97	8/07/97

After staff investigation, senior staff involvement, mediation, involvement of police and management committee members, in the Patrolman's case, the JLMC voted May 1, 1998 to send the dispute to arbitration, naming an outside neutral chairman of an arbitration panel and specifying that each party name a member to the three-member arbitration panel.

Before the arbitration proceeding was completed, the Boston Police Patrolmen's Association and the City of Boston reached agreements dated July 14, 1998 resolving the issues in dispute. The Memorandums of Agreements stated, "The initial successor collective bargaining agreement shall be effective from July 1, 1996-June 30, 1998 and the successor collective bargaining agreement to the July 1, 1996-June 30, 1998 collective bargaining agreement shall be effective from July 1, 1998-June 30, 2001 and the successor collective bargaining agreement to the July 1, 1998-June 30, 2001 collective bargaining agreement shall be effective from July 1, 2001-June 30, 2002."

#### Detectives Benevolent Society, Superior Officers Unit

On September 29, 1998 a subcommittee of the JLMC held a Section 3(a) hearing in both the Detectives (JLMC-97-46P) and Detectives, Superior Officers Unit (JLMC-97-47P) cases. Under date of November 2, 1998 the JLMC advised the parties in both Detective cases that the "dispute shall be submitted to Mediation/Arbitration to be conducted by a Panel consisting of neutral Chairman John T. Dunlop, Management Representative Gerard J. Hayes, and Police Representative Raymond F. McGrath." The Committee had mediation sessions for the Detective Superiors case and the Detectives case at 10:00a.m. and 1:00p.m. respectively on November 16, 1998.

On December 23, 1998 the Chairman met as mediator with the negotiators for the Detective Superiors and the City of Boston. The negotiators reached full agreement on all issues in dispute, shaking hands on the agreement. The Tentative Agreement was submitted to the membership for ratification and rejected by a reported vote of 64 to 51.

The Detectives, Superior Officers Unit and the City of Boston are reported to have held numerous bargaining sessions over the collective bargaining agreement to follow that which expired on June 30, 1996. They reached three tentative agreements, including that reached on December 23, 1998, that failed of ratification. In September 1997 the bargaining representatives reached a three-year agreement for the period July 1, 1996 through June 30, 1999. In May 1998 the parties reached a second tentative agreement for a five-year period, July 1, 1996-June 30, 2001. (For a brief statement of the terms of these settlements see the City of Boston, Pre-Hearing Brief, Bargaining history.)

Under date of January 19, 1999 the JLMC advised the parties in the Detectives, Superior Officers Unit (JLMC-97-47P) that the "Committee now moves the dispute to arbitration" before the undersigned panel with a hearing on January 25, 1999 and pre-hearing briefs to be presented at the hearing.

#### Dispute Resolution Processes of the JLMC

For more than 21 years the JLMC has followed a consistent and distinctive approach to dispute resolution over the terms of firefighter and police collective bargaining agreements in municipalities in Massachusetts. The agency and the process is tripartite, involving Committee members representing state-wide organizations of municipal officials, professional firefighters and police who have an active role in dispute resolution.

These members have a capacity to understand and to communicate with parties directly in a dispute. The Committee has developed a series of successive steps to encourage settlement, from staff investigation and mediation, senior staff involvement, committee member roles in settlement, and involvement of the neutral chairman and vice chairman or the appointment of outside neutral fact-finders or arbitrators, including voluntary arbitration, with specific prescription of the form of arbitration and the issues to be resolved. The JLMC is enabled to shape processes and procedures to the characteristics of particular disputes. These diverse procedures were affirmed by Chapter 589 of the Acts of 1987.

These integrated procedures are not replicated in the processes of other states with specialized fire and police procedures. They are markedly different from the all-public Board of Conciliation and Arbitration that the JLMC replaced in 1977 for fire and police disputes over the terms of collective bargaining agreements.

These processes have resulted in between 85 and 90 percent of all disputes before the JLMC being resolved by voluntary means rather than by imposed arbitration decisions. The Committee seeks always to enhance further the voluntary component of settlements in cases that come before it. This perspective of the Committee is well understood by parties in Massachusetts. (See, *JLMC Twenty Year Report, 1978-1997; Report on Clause 3(a) to the Legislature*, January 6, 1999, p. 6.)

In this perspective, the JLMC does not accept the view that an imposed arbitration procedure goes back to the original positions of the parties. Rather, imposed arbitration should be built on the negotiations and agreement-making of the parties even though no final agreement may have been achieved. That is the purpose of the various procedures the JLMC brings to bear in each case and its oft specification and limitation of the issues that may be presented in arbitration. The authorized negotiators are the best judges of their common interests, the interrelations among provisions, and the most appropriate terms and conditions to be incorporated in a collective bargaining agreement. In its choice of dispute resolution procedures, the Committee seeks to achieve the results that collective bargaining would have achieved had it not been frustrated.

#### Discussion of the Detectives, Superior Officers Unit Dispute

The present dispute has some distinctive, if not eccentric, features from the perspective of the JLMC experience. Unlike some other parties, negotiators in this case have reportedly held over 40 negotiations sessions. There is every evidence of good faith negotiations. They have reached three agreements that have been rejected in ratification votes of the membership. The third agreement was negotiated in the presence of the JLMC chairman, known in advance to be the designated chairman of the arbitration panel of the JLMC. More than 70 percent of the sworn police officers of the Boston Police Department were covered by the Boston Police Patrolmen's Association collective agreement signed by the Mayor on July 14, 1998.

As the City stated in its pre-hearing brief, bargaining history, "in many ways, it [the December 1998 Tentative Agreement] mirrored the six-year contract reached between the City and the BPPA in June 1998." Two further collective bargaining agreements - Detectives and the Federation - remain in dispute beyond the Detectives, Superior Officers Unit, within the jurisdiction of the JLMC. Three of the oldest five disputes on the agenda of the JLMC currently include the pending Boston Police Department cases.

In these complex and difficult circumstances the Arbitration Panel has carefully read and evaluated the arguments, including legal positions, presented in the pre-hearing briefs and at the arbitration hearing on January 25, 1999. In the considered judgement of the Arbitration Panel the appropriate resolution of this dispute is to adopt the final tentative agreement developed by the joint negotiators. They worked conscientiously, in good faith, and in full appreciation of the problems and aspirations of each other, as well as the setting of other collective bargaining agreements in the Police Department, to find a mutually acceptable resolution. We believe that agreement should govern these parties. We are loathe to nitpick or to alter individual provisions of the final tentative agreement, although the parties are free, of course, to make changes by mutual agreement.

#### Further Comments

1. In a number of cases before the JLMC, delays in negotiations virtually exhaust or more than span the normal three-year period since the expiration of the previous agreement. In these circumstances it is the universal practice of the parties and the Committee to develop agreements of two or three years duration that follow one after the other. It would make little practical sense for these parties already in negotiations for almost three years to continue in negotiations for an unknown period for still another agreement. Collective bargaining envisages periodic negotiations rather than continuous on-going negotiations with no settlements.

It is to be observed that both the Patrolmen's agreement and the tentative agreement in this Detectives, Superior Officers Unit case provide for such a succession of agreements.

2. On drug testing, seventy percent of the sworn police officers in Boston are already governed by the form of annual drug testing within a known period introduced by the Police Commissioner. It would indeed be strange for the supervisors of the drug units in the police force not to be subject to the same processes as the patrolmen in such units. Moreover, the budget of the Boston Police Department includes substantial federal funding and a comprehensive Communities Program that includes Treatment Provisions within the Boston Drug Diversion Courts.

3. None of the members of the arbitration panel is a member of the bar. The chairman has read the various opinions in the following cases: *Skinner v. Railway Labor Executives' Association*, 489 U.S. 602, 109 S.Ct. 1402; *National Treasury Employees Union v. Van Raab*, 489 U.S. 656, 109 S.Ct. 1384 that relate to the Fourth Amendment of the U.S. Constitution.

Article 14 of the Declaration of Rights of the Massachusetts Constitution provides: "Every subject has a right to be secure from all unreasonable searches, and seizures, of his person, his houses, his papers, and all his possessions." The opinions in the following cases have been examined: O'Connor v. Police Commissioner of Boston, 408 Mass. 324, 557 N.E. 2d 1146; Guiney v. Police Commissioner of Boston, 411 Mass. 328, 582 N.E. 2d 523; Bennett v. MBTA, 1998 WL 52250.

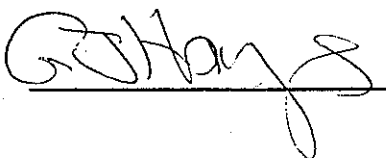
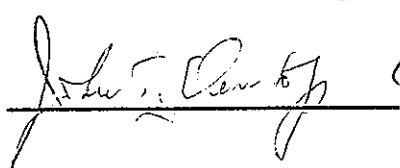
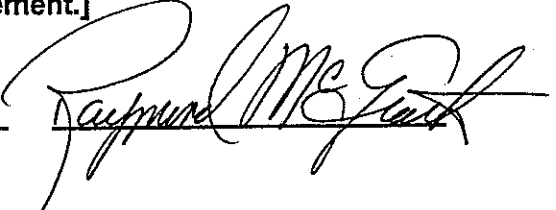
The arbitration panel concludes that the drug testing in the tentative agreement for the Detectives Superior Officers Unit is *reasonable* under all the circumstances of the present case since seventy percent of the sworn police in Boston are now covered, and it is appropriate that superior officers supervising drug units are to be covered by the same rules governing patrolmen in the same teams. The Patrolmen's Agreement, and the tentative agreement for the Detectives Superior Officers Unit, further stated, "In a joint desire to achieve and maintain a work force that is 100% drug free and in further recognition that the Department has not yet achieved such a goal..." It is also to be noted that officers carry firearms. The Police Commissioner urges that this form of drug testing is essential to public safety.

4. The financial provisions of the tentative agreement provide for substantial wage and benefit increases to the Detectives, Superior Officers Unit over the term of the agreements. (See, Exhibit.) These increases yield substantial pension benefits to officers facing retirement in the period ahead.

5. Arbitrators are enjoined to pay attention to public policy standards in considering awards. The National Institute of Justice of the U.S. Department of Justice (in its Annual Report to Congress, August 1998) reports on its programs of grants for "Breaking the Links between Drugs and Crime". As noted above Boston participates in federal grants for Treatment Provisions within the Boston Drug Diversion Courts. A public policy of "Breaking the Links between Drugs and Crime" would require assurance that the police forces bearing firearms administering the policy be drug-free.

Award

[See attached Tentative Agreement.]

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

MARCH 4, 1999

Date

**MEMORANDUMS OF AGREEMENT**  
**BETWEEN THE**  
**CITY OF BOSTON**  
**AND THE**  
**BOSTON POLICE DETECTIVES BENEVOLENT SOCIETY,**  
**SUPERIOR OFFICERS UNIT**

July 1, 1996 – June 30, 2002

**DRAFT-TENTATIVE AGREEMENT**

These Memorandums of Agreement, entered into by and between the City of Boston, hereinafter called the "City," and the Boston Police Detectives Benevolent Society, Superior Officers Unit, hereinafter called "the Society" or "the Union", are the product of collective bargaining conducted pursuant to Chapter 150E of the Massachusetts General Laws for the purpose of reaching successor collective bargaining agreements to the July 1, 1993 - June 30, 1996 collective bargaining agreement. The initial successor collective bargaining agreement shall be effective from July 1, 1996 - June 30, 1998 and the successor collective bargaining agreement to the July 1, 1996 - June 30, 1998 collective bargaining agreement shall be effective from July 1, 1998 - June 30, 2001 and the successor collective bargaining agreement to the July 1, 1998 - June 30, 2001 collective bargaining agreement shall be effective from July 1, 2001 - June 30, 2002. The parties agree that they will do all that is necessary to ensure the enforceability and applicability of the one year contract to be effective July 1, 2001 - June 30, 2002. Except where specifically amended by the provisions and conditions of the aforementioned Memorandums of Agreement, all terms and provisions and conditions of the Agreement in effect June 30, 1996 are to remain in full force and are incorporated into these Memorandums of Agreement. The provisions of these Memorandums of Agreement are effective upon execution by the Mayor, unless specifically stated otherwise.

**ARTICLE VII Hours of Work and Overtime**

**Section 1 Scheduled Tours of Duty or Work Shifts**

Modify the first sentence to read as follows:

"Except for those officers assigned to the drug control unit including drug control officers detailed to the districts, officers shall be scheduled to work on regular work shifts or tours of duty, and each work shift shall have a regular starting time and quitting time."

Insert the following new paragraph:

"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 of such officers under this section, the Department agrees to make an eight hour overtime shift available to one superior officer in that area pursuant to the 'low man' principle and practice (not a drug control officer)."

Modify the first sentence in the paragraph covering the notice/negotiation obligation to read as follows:

"Except for those officers assigned to the drug control unit including drug control officers detailed to the districts, the City agrees to bargain collectively with the Society concerning the impact of any proposed change in any tour of duty or shift specified or referred to in this Section."

Modify the sentence covering two week notice requirement to read as follows:

"The City agrees to give the Society two (2) weeks notice before it implements the provisions of this Section except as specified herein for drug control officers."

### Section 3 Overtime Service

Delete subsection D and replace it with the following:

"Except for the potential changing of shifts of officers assigned to the drug control unit including drug control officers detailed to the districts, the scheduled tours of duty of individual employees or groups of employees will not be changed or altered for the purpose of avoiding the overtime provisions of this Article."

Effective upon execution of the agreement, add a subsection E which provides that:

"The parties agree that in those situations where an officer 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 officer, such officer shall be compensated with his/her regular pay plus eight hours at the overtime rate for each day of service except that where an overnight stay causes the officer to remain away on the officer's day off, sixteen hours of pay at an overtime rate shall be paid.

The parties agree that where a duly authorized officer attends a training program or similar seminar or conference (hereinafter referred to as "program"), which the Department determines shall result in an overnight stay for the officer, the following payment shall apply. During the first seven days that the officer is attending the program,



such officer shall be compensated with his/her regular pay plus eight hours at the overtime rate for those days that fall on the regularly scheduled work days for such officer. Also during the first seven days that the officer is attending the program, sixteen hours of pay at an overtime rate shall be paid for such day that falls on the officer's day off. Commencing with the eighth day and continuing until the officer's is no longer attending the program, the officer shall receive his/her regular pay plus four hours at the overtime rate for each day of service irrespective of when the day(s) falls."<sup>1</sup>

## ARTICLE XI Vacation Leave

### Section 2

Modify vacation start time by inserting "Saturday" for all references to "Monday."

## ARTICLE XIII Temporary Service in a Higher rank

### Section 1

Effective upon execution of the agreement, modify section by inserting "first day of service" in place of "sixth consecutive day of service".

## ARTICLE XIV Paying Details

### Section 3

Effective ten (10) calendar days after execution of the agreement, increase the paid detail rate for outside details and inside details by three dollars (\$3).

### Section 5

Insert "twenty-one working days" in place of the current "fourteen working days" for time for payment.

---

<sup>1</sup> The Society agrees that it shall withdraw case no. MUP-2018 with prejudice and it shall not take any steps to amend case no. MUP-1379 to have that case apply to this bargaining unit. Moreover, the Society shall withdraw with prejudice any other pending related MUP(s) (if any) and grievance(s) (if any) over this issue.

ARTICLE XVII Compensation

Section 1

Increase base wages as follows:

Effective July 3, 1996	4%
Effective July 2, 1997	4%
Effective July 1, 1998	3%
Effective July 7, 1999	3%
Effective July 5, 2000	0%
Effective July 4, 2001	0%

Section 1A Educational Incentive Plan and Transitional Career Awards Program

Effective July 5, 2000, delete the existing section, Program, and Plan in its entirety and replace with the following:

"Transitional Career Awards Program

Officers that are both on the Department payroll and with five (5) or more years of service as of July 1, 1998 but less than twenty (20) years of service shall receive \$1500 annually, where such officers are otherwise not eligible for Quinn Bill benefits. Officers that are both on the Department payroll and who have twenty (20) or more years of service as of July 1, 1998 shall receive \$3500 annually, where such officers are otherwise not eligible for Quinn Bill benefits.

Payments made under the Transitional Career Awards Program shall be made weekly, shall be included in base pay for the purpose of computing overtime, court time, sick pay, injured pay, holiday pay, vacation pay, lunch pay and shall be considered regular compensation for pensions and retirement purpose to the extent permitted by law.

Educational Incentive Plan

1. Contemporaneous with the submission of the cost items of this contract to the Boston City Council pursuant to M.G.L. c.150 E §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 an 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 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, day district commander 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.

6. An officer who misses work due to sickness, injury on duty, contractual leave and/or administrative leave maintains his/her eligibility for Quinn Bill benefits.

7. 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.

8. 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%, or 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.

9. Quinn Bill payments shall be made on an annual basis in late November or early December."

#### Section 2 Detective's Differential

Effective the first pay period in March 2002, bargaining unit members shall receive \$20 added to their weekly base pay.

## ARTICLE XVIII Miscellaneous

### Section 3A

Effective upon the execution of the agreement, members 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 current 260 day cap is not changed.

### Section 16 Bullet Proof Vests

Delete current language in section 16 and insert the following:

“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 bullet proof 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 21 Substance Abuse

Effective April 1, 1999, modify Rule 111, Substance Abuse Policy by inserting additional section “G.” into “Section V. Testing” to read as follows:

“G. Annual Drug Testing - In a joint desire to achieve and maintain a work force that is 100% drug free and in further recognition that the Department has not yet achieved such goal, the parties agree that all sworn personnel shall be subject to an annual drug test to be conducted through a fair, reasonable, and objective hair analysis testing system. Each officer shall submit to such annual test on or within thirty (30) calendar days of each officer’s birthday. The Department shall schedule each examination and so notify each officer as far in advance as practicable. Hair testing does not contemplate or include testing for alcohol.

The Department agrees that it will establish and adhere to the written collection and testing procedures for hair samples. These procedures shall be fair and reasonable so as to ensure the accuracy and integrity of the test and process. These written procedures will be appended to this Rule and become incorporated thereto. The union, should it so request, shall meet with the Department in order to discuss issues relative to the collection and testing process. Nothing contained herein alters the current policy as it relates to other drug/alcohol testing, procedures, or requirements.”

The parties agree that pursuant to this provision, if the Department so desires it may drug test bargaining unit members with birthdays from January 1 through March 31 at any time from April 1, 1999 through June 1, 1999.

### EXTENDED SICK LEAVE BANK

Insert a new provision into the Miscellaneous Article which provides the following:

“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:

- 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, but in any event, the employee must donate at least one (1) day per year to be enrolled. 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 representatives appointed by the Society. Society members on the Committee shall be granted reasonable time off pursuant to the applicable provision (s) of the Collective Bargaining Agreement. 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 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 the Collective Bargaining Agreement."

## DEPARTMENT COMMUNICATION AND DEVELOPMENT SYSTEMS

Insert the following clarification:

"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 shall cooperate in such implementation. Furthermore, the Department may take such evaluations into account in training decisions. The Department shall not assign, discipline, demote, and/or remove a detective's rating from a member as the result of a subpar evaluation."

## MODIFY CAP ON HOURS

Amend the sideletter covering Rule 102 by revising the first paragraph of section (c) to read:

"No officer shall work more than ninety-six (96) hours in one (1) week, from 8:00 A.M. Wednesday until 8:00 A.M. the following Wednesday or more than three hundred and twenty (320) hours in any four week period. These hours shall include regularly scheduled tours of duty, court time, overtime, and paid details. Any tour of duty missed due to illness or injury shall be included in the total of hours worked for a week."

ANNUAL VACATION LEAVE BUYBACK

Effective upon execution of the agreement, modify the applicable contract provisions to increase the vacation leave that officers may annually redeem for cash by one (1) week.

In witness whereof, the parties hereto have caused their names to be subscribed as the duly authorized officers and representatives on the \_\_\_ day of \_\_\_\_\_, 199\_

CITY OF BOSTON

DETECTIVES BENEVOLENT SOCIETY

By \_\_\_\_\_  
Thomas M. Menino, Mayor

\_\_\_\_\_  
Tommy Montgomery, President

Date: \_\_\_\_\_

\_\_\_\_\_  
Herbert Spellman, Vice President

\_\_\_\_\_  
Dennis A. DiMarzio  
Chief Operating Officer

\_\_\_\_\_  
Bargaining Committee Member

\_\_\_\_\_  
Edward J. Collins  
Chief Financial Officer

\_\_\_\_\_  
Bargaining Committee Member

\_\_\_\_\_  
Paul Evans, Commissioner  
Boston Police Department

\_\_\_\_\_  
Bargaining Committee Member

\_\_\_\_\_  
John Ferguson, Deputy Supt.  
Boston Police Department

\_\_\_\_\_  
Bargaining Committee Member

---

Virginia Tisei, Director  
Office of Labor Relations

---

Vivian Leonard, Director  
Office of Human Resources

APPROVED AS TO FORM:

---

Merita A. Hopkins  
Corporation Counsel  
Date: \_\_\_\_\_