

Collective Bargaining Agreement

Between

The City of Boston

and

**The Boston Police School Traffic
Supervisors Association**



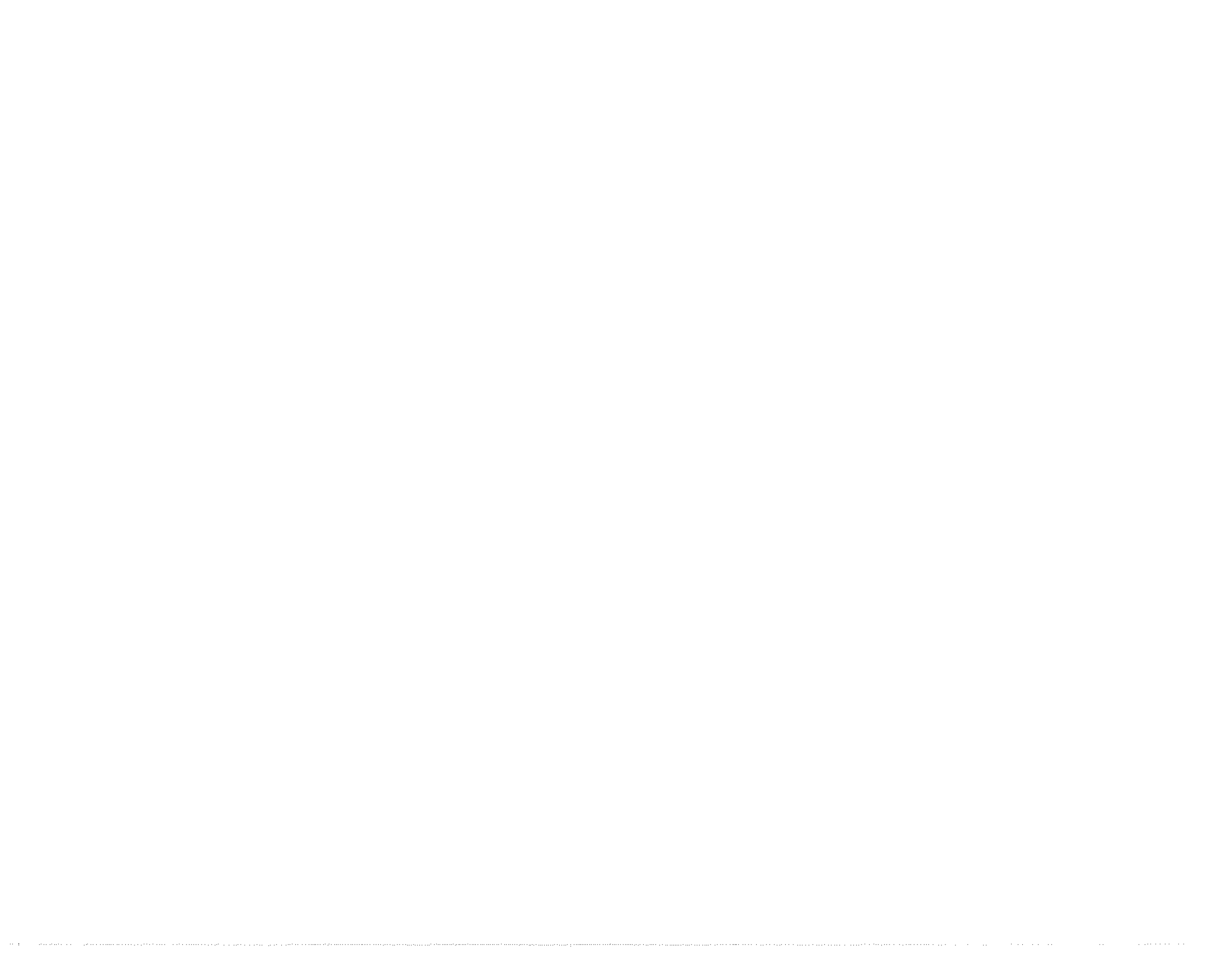
First Agreement

September 1, 2010 - August 31, 2013

Second Agreement

September 1, 2013 - August 31, 2016

Dedicated Service to Boston's Children Since 1962



If you do not complete all of the above steps within fourteen (14) days after receiving this letter, then the Department may consider you to have voluntarily separated yourself from employment.

Again, if you do not notify your Department that you intend to appeal the termination of your worker's compensation benefits and you do not intend to request a medical or other leave of absence, then you must report to work on DATE. Failure to do so shall constitute an unauthorized absence and shall be grounds for discipline, up to and including termination. Also, continued failure to report to work may increase the discipline that you may receive for your unauthorized leave.

Please contact me at (617) 343-XXXX should you have any further questions.

Sincerely,
DEPT. PERSONNEL OFFICER

cc: BPSTSA Representative
Employee's Supervisor
Personnel File

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APPENDIX B

By First-Class Mail

DATE

EMPLOYEE’S NAME
LAST KNOWN ADDRESS

Re: Return to Work Order

Dear NAME:

Since DATE, you have been absent from your position as a POSITION in the DEPARTMENT, under claim of an on-the-job injury. However, on DATE, you were notified that your worker’s compensation benefits were being terminated as of DATE. Accordingly, you are hereby ordered to report to work no later than DATE.

This letter is being sent by the personnel division of the DEPARTMENT and is not related to any communications that you or your attorney may be engaged in with the City’s Worker’s Compensation Division.

Therefore, if you do not return to work on DATE, then it is your responsibility to complete ALL of the following steps:

- **Contact your Departmental Personnel Officer and discuss your status (i.e., whether you plan to appeal the termination of your workers comp. Benefits, etc.) with him or her; AND**
- **Produce sufficient documentation for your continued absence.**

Boston Police School Traffic Supervisor Pay Rates
Effective First Pay Period December 2014
3% Wage Increase

Step	Hourly	Weekly	Annual
Step 1	14.44	216.61	11,263.84
Step 2	14.95	224.21	11,659.23
Step 3	15.46	231.90	12,058.62
Step 4	16.01	240.16	12,488.33
Step 5	16.57	248.57	12,925.65
Step 6	17.15	257.27	13,387.18
Step 7	17.74	266.12	13,838.32

Boston Police School Traffic Supervisor Pay Rates
Effective First Pay Period December 2015
3% Wage Increase

Step	Hourly	Weekly	Annual
Step 1	14.87	223.11	11,601.75
Step 2	15.40	230.94	12,009.11
Step 3	15.92	238.85	12,420.38
Step 4	16.49	247.36	12,862.99
Step 5	17.07	256.02	13,313.42
Step 6	17.66	264.99	13,779.53
Step 7	18.27	274.10	14,253.47

COLLECTIVE BARGAINING AGREEMENT
between
CITY OF BOSTON
and
BOSTON POLICE SCHOOL TRAFFIC
SUPERVISORS ASSOCIATION

THIS AGREEMENT made under Chapter 150E of the General Laws, by and between the City of Boston, hereinafter called "the City", acting by and through its Mayor, or its Office of Labor Relations, and the Boston Police School Traffic Supervisors Association, hereinafter called "the Association".

WITNESSETH:

ARTICLE I.
PERSONS COVERED BY THIS AGREEMENT

In accordance with the certification of the Massachusetts Labor Relations Commission, Case No. MCR-382 dated February 29, 1968, the City recognizes the Association as the exclusive representative, for the purpose of collective bargaining relative to wages, hours and other conditions of employment, of all school traffic supervisors employed by the City in its Police Department, excluding all other employees.

**ARTICLE II.
NON-DISCRIMINATION**

The City and the Association 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 Association.

**ARTICLE III.
PAYROLL DEDUCTION OF ASSOCIATION DUES**

In accordance with the provisions of Chapter 150E of the General Laws, union dues shall be deducted weekly from the salary of each employee who executes and remits to the Municipal Employer a form of authorization for payroll deduction of union dues. Remittance of the aggregate amount of dues deducted shall be made to the Association's Treasurer within twenty-five (25) working days after the month in which dues are deducted.

**ARTICLE IV.
PAYROLL DEDUCTION OF AGENCY SERVICE FEE**

Section 1. Pursuant to General Laws, Chapter 150E, Section 12, to assure that employees covered by this Agreement shall be adequately represented by the Association 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 the collective bargaining agreement and pay over to the

**Boston Police School Traffic Supervisor Pay Rates
Effective First Pay Period December 2012
2% Wage Increase**

Step	Hourly	Weekly	Annual
Step 1	13.61	204.17	10,617.25
Step 2	14.09	211.34	10,990.03
Step 3	14.57	218.58	11,366.41
Step 4	15.09	226.37	11,771.45
Step 5	15.62	234.30	12,183.67
Step 6	16.16	242.50	12,610.22
Step 7	16.72	250.84	13,043.95

**Boston Police School Traffic Supervisor Pay Rates
Effective First Pay Period December 2013
3% Wage Increase**

Step	Hourly	Weekly	Annual
Step 1	14.02	210.30	10,935.77
Step 2	14.51	217.69	11,319.74
Step 3	15.01	225.14	11,707.40
Step 4	15.54	233.17	12,124.60
Step 5	16.09	241.33	12,549.18
Step 6	16.65	249.78	12,988.53
Step 7	17.22	258.37	13,435.27

APPENDIX A

Boston Police School Traffic Supervisor Pay Rates
Effective First Pay Period December 2010
0% Wage Increase

Step	Hourly	Bi-Weekly	Annual
Step 1	13.21	396.38	10,306.01
Step 2	13.68	410.30	10,667.87
Step 3	14.15	424.35	11,033.21
Step 4	14.65	339.48	11,426.38
Step 5	15.16	454.87	11,826.51
Step 6	15.69	470.79	12,240.56
Step 7	16.23	486.98	12,661.57

Boston Police School Traffic Supervisor Pay Rates
Effective First Pay Period December 2011
1% Wage Increase

Step	Hourly	Weekly	Annual
Step 1	13.34	200.17	10,409.07
Step 2	13.81	207.20	10,774.55
Step 3	14.28	214.30	11,143.54
Step 4	14.79	221.94	11,540.64
Step 5	15.31	229.71	11,994.78
Step 6	15.85	237.75	12,362.97
Step 7	16.39	245.93	12,788.19

Association, the exclusive bargaining agent of such employee, an agency service fee, an amount equal to the weekly Union dues deduction from the salary of individual employees, which amount is equal to the amount required to become a member and remain a member in good standing of the exclusive bargaining agent. The Association certifies that this Agreement is formally executed pursuant to a vote of a majority of all employees in the bargaining unit.

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

ARTICLE V. **GRIEVANCE AND ARBITRATION PROCEDURE**

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

Section 2. Grievances shall be processed as follows:

Step # 1. The Association or the aggrieved employee shall present the grievance orally to the superior officer in charge, who shall attempt to adjust the grievance informally. A grievance shall be deemed waived if not filed at Step #1 within fifteen (15) working days after knowledge or reason to know of the

occurrence or failure of occurrence of the incident upon which the grievance is based.

Step #2. If the grievance is not settled at Step #1 within two (2) working days, it shall be presented orally to the commanding officer of the employee's unit, district, division or bureau, who shall attempt to adjust the grievance informally.

Step #3. If the grievance is not settled at Step #2 within three (3) working days, the grievance shall be submitted in writing to the Police Commissioner or his delegate who shall schedule a hearing within three (3) working days after he receives it and shall issue his written answer thereto within three (3) working days after the hearing.

Step #4. If the grievance is not resolved at Step #3 within those six (6) working days, the grievance may be submitted to the City's Office of Labor Relations which shall schedule a hearing within ten (10) working days after it receives the grievance. Conducting the hearing shall be one or more of the staff of the Office of Labor Relations. In addition, the City's committee to hear grievances may include such other persons as the Office of Labor Relations may from time to time designate.

Step #5. If the grievance is not resolved at Step #4 within ten (10) working days, the Association, and only the Association may submit the grievance to

/s/ Edward Davis
Edward Davis
Police Commissioner

/s/ Meredith Weenick
Meredith Weenick,
Chief Financial Officer

/s/ John Dunlap
John Dunlap, Chief
Labor Relations and Personnel

/s/ Paul Curran
Paul Curran, Director
Office of Labor Relations

/s/ Vivian Leonard
Vivian Leonard
Director, Human Resources

Approved as to Form:

/s/ William F. Sinnott
William F. Sinnott, Esq.
Corporation Counsel

Please see the following for:

**APPENDIX A, WAGE SCALES
APPENDIX B, WORKER'S COMPENSATION NOTICE**

/s/ Jacqueline Catanesi
Jacqueline Catanesi,

/s/ Lorraine McLaughlin
Lorraine McLaughlin,
Treasurer

/s/ Joseph G. Donnellan
Joseph G. Donnellan
Counsel

ARTICLE XVI.
DURATION OF AGREEMENT

(Effective September 1, 2013 through August 31, 2016)

Section 1. 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.

Section 2. On and after April 1, 2016, the Association shall notify the City of the terms and provisions it desires in the Agreement to be effective at the termination of this Agreement, and the parties shall proceed forthwith to engage in negotiations with respect hereto with a view toward reaching agreement prior to the end of the school year in June 2016. Notification under this Section shall be accomplished by the Association's delivery of a copy of its proposals to the City's Office of Labor Relations.

This Agreement is being executed in several counterparts, each counterpart to have the same force and effect as the original.

CITY OF BOSTON:

Boston Police School
Traffic Supervisors
Association, Inc.

/s/ Thomas M. Menino

Thomas M. Menino
Mayor of Boston

/s/ Joan Flemming

Joan Flemming,
President

arbitration. Such submission must be made in writing within twenty (20) working days after the expiration of the ten (10) working days referred to herein, to the City by delivery in hand or by mail, postage prepaid, addressed to the Office of Labor Relations.

Section 3. The arbitrator shall be selected by the mutual agreement of the parties. If the parties fail to agree on a selection, either party may request the American Arbitration Association to provide a panel of arbitrators from which a selection shall be made. Expenses for the arbitrator's services shall be shared equally by the parties.

Section 4. Except as provided in this Section, any matter which is subject to the jurisdiction of the Civil Service Commission or any Retirement Board established by law, 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.

No employee who has completed one school year (September-June) of actual work shall be disciplined, suspended or discharged except for just cause. Should an employee miss regularly scheduled work days within the first school year of employment, said employee must work one additional day beyond the first school year period for each regularly scheduled work day missed before being granted just cause protection under the contract. Summer months shall not count towards completion of the school year period, unless the employee actually works during the summer.

An employee who appeals his suspension or discharge under Civil Service Law, retirement law, or any other statutory appeal procedure shall not have access for such grievance under the contract grievance and arbitration procedure.

When an employee who is eligible to appeal his grievance under Civil Service law or otherwise under the preceding paragraph elects to proceed under the grievance and arbitration procedure with the Association's approval, such dispute may be processed under the contract grievance and arbitration procedure, in which case, the contract and arbitration procedure shall be the exclusive procedure for resolving such grievance in accordance with General Laws, Chapter 150E, Section 8.

In the event of group discipline arising out of the same incident, the dispute shall not be processed under the contract grievance and arbitration procedure unless all the employees subject to the group discipline so elect to proceed thereunder.

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 any right or relief prior to the effective date of this Agreement, or which modifies or abridges the right and prerogatives of municipal management under Article VI of this Agreement.

Section 6. Notice of Summer Employment. The City agrees to notify the Association of the availability of summer employment no later than April 30th of each current year and will agree to negotiate the terms and conditions of said summer employment.

ARTICLE XV.5. **SUBSTANCE ABUSE**

In a joint desire to achieve and maintain a work force that is 100% drug and alcohol free and in further recognition that the Boston Police Department has not yet achieved such a goal, the parties hereby agree to incorporate Boston Police Department Rule 111, Substance Abuse Policy, excluding any and all references to the Annual Hair Testing Program, and apply Rule 111 to all employees covered by this collective bargaining agreement.

ARTICLE XVI. **DURATION OF AGREEMENT** **(Effective September 1, 2010 through August 31, 2013)**

Section 1. 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.

Section 2. This Agreement is being executed in several counterparts, each counterpart to have the same force and effect as the original.

Section 4. Reporting. Employees shall report directly to their crossing posts at the commencement of the day's work and shall report to their District stations at the completion of the day's work. If it is determined by the District commander that employees are failing to report timely to their crossing posts at the commencement of the day's work, an individual employee abusing timely reporting requirements, or all employees if such abuse is widespread, may be required to report to the District station at the commencement of the day's work in addition to reporting at the completion of the day's work.

Section 5. Sick Leave. Every Traffic School Supervisor, who has completed six (6) months of continuous employment in that position shall be granted sick leave, without loss of pay, for absence caused by illness or injury and exposure to contagious disease or by serious illness or death of a member of the employee's immediate family. Such leave shall accrue at the rate of one (1) day for each month of actual service during the summer, and shall be added to sick leave accrued by an employee during the school year which combined shall not exceed twelve (12) working days in any calendar year.

No employee shall be entitled to sick leave without loss of pay as provided in this Article unless the employee has notified her/his immediate superior of her/his absence and the cause therefore as soon as possible prior to the time for duty on the day of absence.

**ARTICLE VI.
MANAGEMENT RIGHT**

In the interpretation of this Agreement, the City and its Police Commissioner shall not be deemed to be limited in any way in the exercise of the regular and customary rights and prerogatives of municipal management including the right to assign employees from one district to another.

**ARTICLE VII.
NO-STRIKE CLAUSE**

No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown or withholding of services. The Association agrees that neither it nor its officers or agents will call, withhold, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown or withholding of services.

**ARTICLE VIII.
STABILITY OF AGREEMENT**

No amendment, alteration or variation of the terms and provisions of the Agreement shall bind the parties hereto unless made and executed in writing by the City's Office of Labor Relations and the Association.

ARTICLE IX.
COMPENSATION

(Effective September 1, 2010 - August 31, 2013)

Section 1. Effective the first pay period in December 2010, provide a 0% base wage increase; effective the first pay period in December 2011, provide a 1% base wage increase; and effective the first pay period in December 2012, provide a 2% base wage increase. **Please see Appendix A.**

(Effective September 1, 2013 - August 31, 2016)

Section 1. Effective the first pay period in December 2013, provide a 3% base wage increase; effective the first pay period in December 2014, provide a 3% base wage increase; and effective the first pay period in December 2015, provide a 3% base wage increase. **Please see Appendix A.**

Section 2. School Traffic Supervisors for the first year of their employment will be compensated at the rate(s) specified in column 1. On completion of each year of service with the Department, all School Traffic Supervisors shall be advanced to the rate specified in the next numerically numbered column. Pay will be allowed for all holidays and school vacation periods which occur during the regular school year and for any day when school sessions are officially canceled for special reason. Whenever a School Traffic Supervisor is absent from duty because of illness or other personal reason, and is not entitled to receive paid sick leave

commencing at the end of each school year. Such voluntary summer employment shall continue until the commencement of the following school year.

Section 2. Compensation. The daily rate or pay, based upon three hours work per day, and the weekly rate of pay, based upon fifteen (15) hours of work per week, shall be as set forth in Article IX of the Agreement. July 4th holiday and Labor Day shall be paid holidays for participating employees at the applicable daily rate of pay.

Section 3. Assignment.

A. Location. Employees will not be assigned outside the District in which they reside unless an employee assents in advance to such outside assignment.

B. Duties. The Association and the City agree that summer employment may include intersection crossing duties, ordinance enforcement, listing, clerical duties, community based surveys, assisting in summer activities of the Mayor as required and other duties as necessary and other related duties in the District where the members of the bargaining unit are assigned.

C. Seniority. Subject to the seasonal needs of the Department, Seniority for the purposes of summer assignments shall be determined as defined in Article XIV, Section 1.

Supervisor shall deliver the completed STS Reassignment Request Form to the Community Service Officer assigned to their district. If no vacancy exists when the application is made, the School Traffic Supervisor will be placed on the waiting list for the desired District ahead of all external applicants. If two or more current School Traffic Supervisors properly apply for a transfer to the same District, they will be placed on the District waiting list ahead of all external applicants arranged in descending order according to seniority as defined in Section 1 above.

A School Traffic Supervisor who is awarded a transfer shall work at the same traffic location as the replaced individual. The transferred School Traffic Supervisor shall remain at said traffic location until the annual traffic location selection process (described below) is conducted.

Prior to the start of every school year, School Traffic Supervisors shall select their preferred traffic locations within their assigned Districts based on seniority as defined in Section 1 above. Except for this annual traffic location selection process, School Traffic Supervisors shall be required to remain at their respective traffic locations within their respective Districts for the entire calendar year.

ARTICLE XV.
SUMMER EMPLOYMENT

Section 1. Duration of Summer Employment. This Agreement sets forth the provisions applicable to the voluntary employment of School Traffic Supervisors

or bereavement leave, deduction will be made at the rate of one day's pay for each day of such absence.

Section 3. No monies shall be paid under this Agreement unless and until the monies necessary to implement this Agreement have been appropriated.

Section 4. The provisions of Acts of 1982, Chapter 190, Section 18, are hereby incorporated into this Agreement.

ARTICLE X.
SICK LEAVE AND BEREAVEMENT LEAVE

Section 1. Sick Leave. Every School Traffic Supervisor who has completed six (6) months of continuous employment in that position shall be granted sick leave, without loss of pay, for absence caused by illness or injury and exposure to contagious disease or by the serious illness or death of a member of the employee's immediate family. Such leave shall accrue at the rate of one (1) day for each month of actual service in any school year. In any event, such sick leave shall not exceed twelve (12) working days in any calendar year. Every employee who actually works a full school year shall not receive less than ten (10) days sick leave.

No employee shall be entitled to sick leave without loss of pay as provided in this Article unless the employee has notified her/his immediate superior of her/his absence and the cause thereof as soon as possible prior to the time for duty on the day of absence.

An employee who while in the performance of his/her duty receives bodily injuries resulting from acts of violence of a citizen, documented by a police report, and who as a result of such injury has been accepted for and is receiving Workers' Compensation payment pursuant to G.L. c. 152, shall be paid the difference between the weekly cash benefits to which he/she would be entitled under said chapter 152 and his/her regular salary, without such absence being charged against available sick leave credits, even if such absence may be less than six (6) calendar days duration. The provisions in this section shall be limited to ninety (90) calendar days after a bargaining unit member has been accepted and is receiving Workers' Compensation. This section shall not apply to injuries caused by another City of Boston employee or injuries sustained prior to the ratification of this agreement.

Section 2. Sick Leave Buyback Upon Retirement.

Upon execution of the Agreement all employees may buyback, at their retirement, a portion of their accumulated sick leave. Such buyback will be limited to twenty five percent (25%) of a maximum of one hundred and twenty-five (125) accumulated sick leave days.

<u>Accumulated Sick Days</u>	<u>Redemption</u>
10	2.5
20	5
30	7.5
40	10
50	12.5
60	15

**ARTICLE XIV.
SENIORITY**

Section 1. Definition. For the purposes of this Agreement, seniority shall be determined by the employee's date of hire as a Traffic Supervisor in the Boston Police Department. If two or more employees share the same date of hire, their respective seniority status shall be determined by their City identification number. The employee with the lower identification number shall be deemed to have the greater seniority. This provision shall not be subject to the Agreement's grievance and arbitration process.

Section 2. Vacancies and Transfers. The Department shall designate a Police District, as determined by its operating needs, for each School Traffic Supervisor. The Department shall also designate within each District, as determined by its operating needs, street/intersection assignments (school crossing locations).

At any time, regardless of whether a permanent vacancy exists, a School Traffic Supervisor may apply to be transferred to another District. To properly request a transfer, Traffic Supervisors must fully and properly complete a STS Reassignment Request Form provided by the Department's Human Resources Division. In order to be considered for a specific vacancy, a Traffic Supervisor must submit her STS Reassignment Request Form to her current Community Service Officer no later than 5:00 p.m. on the last day of work of the incumbent whose position the applicant Traffic Supervisor seeks to fill. Upon completion, the School Traffic

Section 9. The parties agree that the following policies of the City of Boston may be implemented upon the effective date of this Collective Bargaining Agreement:

- a. Military Leave (dated April 13, 2012);
- b. Family & Medical Leave (dated April 20, 2012);
- c. Attendance (dated August 24, 2011, to take effect on January 1, 2013); and
- d. Light Duty for Employees on Worker's Compensation.

**ARTICLE XII.
OVERTIME**

Each member of the bargaining unit who is required to work in excess of her/his regularly scheduled work hours per day, not to exceed three (3) will be entitled to overtime at a straight time rate which is to be determined by one-third (1/3) of her/his daily base pay. The members will not be entitled to any overtime pay unless they work more than fifteen (15) minutes after the normal three-hour (3) workday.

**ARTICLE XIII.
PARENTAL LEAVE**

Every employee covered by this Agreement shall be granted parental leave consistent with the City of Boston's Family & Medical Leave Policy (See Article XI, above).

<u>Accumulated Sick Days</u>	<u>Redemption</u>
70	17.5
80	20
90	22.5
100	25
110	27.5
120	30
125	31.25

All credit for accumulated sick leave days shall commence upon execution of this Agreement.

Section 2A. Sick Leave Buyback. An employee who has used fewer than five (5) sick days when working a full school year of any year in which this Agreement is in effect may elect to redeem sick days in a lump-sum cash payment in accordance with the following schedule:

<u>Sick Days Used</u>	<u>Cash Redemption</u>
0	5 days' pay
1	4 days' pay
2	3 days' pay
3	2 days' pay
4	1 day's pay
5	0 day's pay

The per diem rate will be the employee's rate on the last day of the last month of sick leave accrual for the school year. During July, the City will notify each qualifying

employee of his/her redemption options. An employee may elect to redeem all or part of his/her entitlement in full days. Unredeemed sick leave days shall be accumulated in the normal manner. Payment is to be made by November 30th of the year in which it is due.

Section 3. Bereavement Leave. In the event of the death of a spouse, child, father, father-in-law, mother, mother-in-law, brother, sister, brother-in-law, sister-in-law, step-child, step-mother, step-father, step-brother, or step-sister, or member of the employee's immediate household (for a period of six (6) months or more) an employee with six (6) months or more of continuous active service and who is in active service at the time of such death, shall be entitled to receive five (5) working days' leave without loss of pay for the purpose of attending funeral services or arranging for burial. It is understood that these days must be days upon which the employee is regularly scheduled to work.

In the event of the death of a grandparent or grandchild, an employee with six (6) months or more of continuous active service and who is in active service at the time of such death, shall be entitled to receive three (3) working days' leave without loss of pay for the purpose of attending funeral services or arranging for burial.

In the event of the death of a niece, nephew, aunt or uncle, an employee with six (6) months or more of continuous active service and who is in active service at the time of such death, shall be entitled to receive one (1) working day's leave

While the City does not agree to that at this time, that subject matter shall be subject to reopening and reconsideration pursuant to a Retirement Board Contributory Retirement Appeals Board, and/or a Court Order permitting, allowing, providing for, or ordering such recapture time.

Section 6. Direct Deposit. Effective January 1, 2008, each member of the bargaining unit shall be required to receive his or her bi-weekly compensation via direct deposit, if such arrangement has not already been made by the employee prior to that date.

Section 7. GPS Technology. To improve the Department's deployment and supervision of personnel, to decrease incident/service response times, to protect its property and increase employee safety, the City intends to install GPS or other similar technology on its equipment and vehicles. By making this proposal, the City offers to bargain about the impacts, if any, resulting from its decision to implement such technology. The City shall also provide the Union with written notice thirty (30) calendar days prior to such installation. In its written notice to the Union, the City shall identify the types of equipment and types of vehicles within which it intends to install GPS technology.

Section 8. Should any provision of this Agreement be held unlawful by a court or administrative agency of competent jurisdiction, all other provisions of this Agreement shall remain in force for the duration of the Agreement.

Any employee who fails to notify his/her department head accordingly, and within fourteen (14) days of receiving medical clearance to return to work, fails to return (or who fails to request applicable leave) may be considered to have voluntarily separated from service. Any such separation occurring on or after 14 days from medical clearance may be a subject of grievance and arbitration, but only with respect to the factual question of whether the employee satisfied each and every obligation under the terms of this Section of the Agreement. In any such arbitration, the arbitrator will be without authority to reinstate any employee who has not fully complied with each and every obligation. Moreover, in any such arbitration, the arbitrator will be without authority to substitute a suspension or other lesser form of discipline for the separation. Finally, nothing in this paragraph limits, modifies or abridges the employer's right to discipline or terminate employees for cause for failing to return to work less than fourteen (14) days after medical clearance.

All employees returning to work from work related injuries may be ordered to submit to a medical examination prior to being allowed to resume duty. **Please see Appendix B.**

Section 4. All members of the bargaining unit shall be subject to the terms of the City of Boston Ordinance enacted July 6, 1976 as amended (Ord. 1976, c.9).

Section 5. The parties acknowledge the Association's request for recapture of time lost due to lay-off (July 21, 1981 - December, 1982) because of Proposition 2 1/2.

without loss of pay for the purpose of attending funeral services or arranging for burial.

Bereavement shall not be granted in the event of the death of a person not specifically enumerated above.

It is understood that bereavement days must be days upon which the employee is regularly scheduled to work. Leave without loss of pay under this paragraph shall not be deducted from sick leave or vacation leave. An employee with less than six (6) months of continuous service shall be entitled to leave as set forth above, without pay, for the purpose of bereavement.

If an employee requires additional leave for bereavement purposes, leave for such purposes shall be deducted from sick leave allowance, if any. If sick leave is used for any bereavement purposes described in this Section, it shall not be considered as sick leave for City purposes of monitoring sick leave usage.

ARTICLE XI. MISCELLANEOUS

Section 1. Reasonable time off without loss of pay shall be granted for negotiation conferences with the City or for the processing of grievances within the City when such matters cannot be scheduled during off-duty hours.

Section 2. Uniforms. All employees covered by this Agreement will be responsible for purchasing their own

uniforms. Effective November 1, 2012, employees will be provided a yearly clothing allowance of four hundred and eighty five (\$485.00) dollars November 1st of each year this agreement is in place.

The granting of the foregoing clothing allowance shall be effective on the commencement date of a new hire, except that such allowance shall be pro-rated over the ten-month period of time congruent with September 1 through June 30 of the following year. For example, if someone starts employment on September 1, she/he shall obtain the benefit of the full year's clothing allowance, but if someone starts on October 1, she/he shall obtain nine-tenths of that full year's clothing allowance, and so forth. Anyone starting from the 1st through the 15 of the month, shall obtain credit for the full month as of the 1st of the month; anyone starting work on the 16th through the 30th /31st of the month, shall obtain credit as of the 1st of the next following month.

The Department reserves and retains the right to determine appropriate dress, to alter, amend, add to, revise and/or revoke the existing dress code, and to implement any such changes after reasonable notice of its intent to do so has been given to the Association and members of the bargaining unit.

Section 3. The City shall supply disability compensation coverage under the Workmen's Compensation Law.

Section 3A. Notification Requirements for Employees Receiving Worker's Compensation Benefits.

Any employee injured at work must immediately, or as soon as physically capable, notify in writing both the worker's compensation service and his/her department head (or his/her designee) of the date, time, location and nature of the injury. A Department's personnel officer or designee shall endeavor to contact the employee at his or her last known address upon receipt of notice from the City's Worker's Compensation Division that the employee's benefits have been terminated. However, the employee shall bear the responsibility for notifying both the worker's compensation service and the employee's department head (or his/her designee) of all significant developments in the employee's worker's compensation case. In particular, the employee must notify the department head (or his/her designee) when the employee appeals any rulings of the City's Worker's Compensation Division or of the Commonwealth of Massachusetts Division of Industrial Accidents.

Also, the employee must immediately notify his/her department head (or his/her designee) in writing when he/she has been cleared for return to work regarding his/her intent to return to work or request applicable leave. Any employee who fails to notify his/her department head (or his/her designee) of his/her ability to return to work after being medically cleared to do so through the Worker's Compensation process (or who fails to request applicable leave) may be disciplined or discharged.