

Memorandum of Agreement as of July 19, 2012
BPDBS-Forensics Group

2010-2013

AGREEMENT

On July 19, 2012, the parties reached a tentative agreement subject to ratification by the Society, and approval by the Mayor and Boston City Council of both the October 1, 2010 through September 30, 2013 and the October 1, 2013 through September 30, 2016 agreements. The October 1, 2010 through September 30, 2013 shall not take effect unless and until the Society, has ratified and the Mayor and Boston City Council have approved the October 1, 2013 through September 30, 2016 agreement

This Memorandum of Agreement ("Agreement") is between the City of Boston ("City") and the Society and is made pursuant to Massachusetts General Laws Chapter 150E.

AGREEMENT

This Agreement, entered into by and between the City of Boston, hereinafter the "City" or the "Municipal Employer", and the Boston Police Detectives Benevolent Society, Forensics Group, hereinafter the Union, is the product of collective bargaining conducted pursuant to Chapter 150E of the Massachusetts General Laws for the purpose of reaching a successor collective bargaining agreement. The provisions of this Agreement are effective by the Mayor of the City of Boston, unless specifically stated otherwise.

WITNESSETH

WHEREAS the above cited statutory provisions grant to employees of political subdivisions of the Commonwealth the right to bargain collectively with their Municipal Employer; and WHEREAS the parties to this Agreement desire to establish a state of amicable understanding, cooperation and harmony; and WHEREAS the parties to this Agreement consider themselves mutually responsible to improve the public service through the creation of increased morale and efficiency; NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties mutually agree as follows:

PREAMBLE

The collective bargaining Agreement by the Employer and the Union has as its purpose the promotion of harmonious relations between the Union and the Employer to the end that a stable, constructive and workable labor relationship be established and maintained throughout the life of this contract. The parties agree to act at all times in such a manner

as to assure proper dignity and respect for all City employees and for the people they serve.

ARTICLE 1 - PERSONS COVERED BY THIS AGREEMENT

Section 1. The City recognizes the Union as the exclusive representative for the purpose of collective bargaining relative to wages, hours and other conditions of employment, of the following employees:

- (a) All employees in the service of the City covered by the Recognition Agreement dated September 9, 2009, between the City and the Union.
- (b) Any new employee in a job title or position covered by Sections 1 and 2 of this Article, shall be covered by all terms and conditions of this Agreement.
- (c) Any hires or transfers of employees to regular City positions or vacancies within the unit shall be on the basis of the following criteria:
 - (1) experience
 - (2) attendance
 - (3) minimum qualifications and ability to do work of the position.

Disputes as to the application of these standards may be grieved pursuant to Article 7, Steps #1, #2, and #3, excluding Step #4. The City shall post available regular Unit positions and vacancies for which employees are eligible for hire or transfer in places accessible to employees for at least five (5) working days prior to any hires or transfers and shall in good faith review all applications responding to the posting.

Section 2. Employees shall be excluded from the coverage of this Agreement because of **CONFLICT OF INTEREST** if the duties and responsibilities of their position require them to:

- (a) assist and act in a confidential capacity to persons who formulate, determine and effectuate management policies in the field of labor relations, or
- (b) be responsible on behalf of the City or a recognized subdivision thereof for the investigation, processing or resolution of grievances under a collective bargaining agreement, or
- (c) regularly engage in municipal personnel work in other than a purely clerical capacity.
- (d) this Agreement shall conform in all respects with the provisions of General Laws, Chapter 150E, Section 3.

The City and the Union further agree that the question of standards for determining whether any present or any future position should be deemed a managerial exclusion shall be a matter for continued negotiations after the effective date of this Agreement and, if the parties are unable to agree within ninety (90) days, may be subject to the normal statutory impasse resolution procedures at the request of either party. During the pendency of any such dispute, no person covered by this Agreement on its effective date shall be excluded from such coverage except by mutual agreement.

ARTICLE 1A – RESIDENCY

Effective upon ratification and approvals, members of the bargaining unit must be residents of the City of Boston in accordance with the City of Boston's Residency Ordinance (Ord. 1976, c. 9 as amended), except that after ten (10) continuous years of active service from date of hire with the City of Boston, bargaining unit members will be exempted from the Residency Ordinance.

ARTICLE 2 - NON-DISCRIMINATION

Section 1. The City and the Union agree not to discriminate against any employee because of race, color, religion, creed, ancestry, national origin,

military status, sex, sexual orientation, age, physical or mental disability, parental status, marital status, union activity, and membership or non-membership in the Union.

Section 2. The parties agree that the Municipal Employer will not discriminate in any way against employees on account of political activity or lack thereof. The parties further agree that grievances filed pursuant to this section will be arbitrable notwithstanding the provisions of Article 6, Section 2.

ARTICLE 3 - PAYROLL DEDUCTION OF UNION 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, 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 Union's Treasurer within twenty-five (25) working days after the month in which dues are deducted.

ARTICLE 4 - 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 Union in bargaining collectively on questions of wages, hours, and other conditions of employment, the Collector-Treasurer of the City shall deduct from each payment of salary made to each such employee during the life of this collective bargaining agreement and pay over to the Union, the exclusive bargaining agent of such employee, as an agency service fee, an amount equal to the weekly Union dues deduction from the salary of individual employees, which amount is proportionately commensurate with the cost of collective bargaining and contract administration.

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

ARTICLE 5 - MANAGEMENT RIGHTS

Section 1. Subject to the express provisions of this Agreement, the Municipal Employer shall not be deemed to be limited in any way by this Agreement in the performance of the regular and customary functions of municipal management, and reserves and retains all powers, authority and prerogatives including, without limitation, the exclusive right of the appointing authority to issue reasonable rules and regulations governing the conduct of his/her department.

Section 2. Subcontract Clause. The City reserves and retains the right to contract out work or subcontract out work. Pursuant to the exercise of such right, no employee shall be laid off if there is available work in the same position or in a similar position which he/she is qualified to fill and is eligible to fill under Civil Service law and rules.

ARTICLE 6 - DISCIPLINE AND DISCHARGE

Section 1. No employee who has completed six months of actual work shall be disciplined, suspended, or discharged except for just cause. An employee who appeals his/her 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/her grievance under Civil Service law or otherwise under the preceding sentence elects to proceed under the grievance and arbitration procedure with the Union's approval, such dispute may be processed under the contract grievance and arbitration procedure, in which case the contract grievance and arbitration procedure shall be the exclusive procedure for resolving such grievance in accordance with G L. c. 150E, s8.

In the event of group discipline arising out of the same incident, the dispute shall be processed under the contract grievance and arbitration procedure only for those employees who sign the grievance.

Section 2. The City agrees to apply the concept of progressive discipline in all but the most serious cases. The City shall endeavor to provide counseling to employees before initiating the progressive discipline procedure. The City shall endeavor to standardize among its many departments work rules with respect to tardiness, absenteeism, discipline and other related matters.

Section 3. Documentation of any disciplinary warnings, not to include any discipline consisting of a suspension of any length of time, shall be removed from an employee's personnel file after two (2) years provided there has been no further discipline of the employee during that time.

ARTICLE 7 – GRIEVANCE PROCEDURE

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

Section 2. Grievances shall be processed in the following manner:

Step #1: The Union steward, with or without the aggrieved employee, and with or without the Union representative shall present the grievance orally to the employee's immediate supervisor outside the bargaining unit, or other Employer designee outside the bargaining unit and the parties shall attempt to resolve the grievance informally. If they are unable to do so, the Union may submit the grievance in writing to the employee's immediate supervisor outside the bargaining unit, or other Employer designee outside the bargaining unit. The Union must submit the grievance in writing within (30) thirty calendar days after the employee or Union had knowledge or should have had knowledge of the occurrence or failure of occurrence of the incident on which the grievance is based, or it shall be waived. The grievance shall state the specific Articles and Sections of this Agreement alleged to have been violated.

The Department shall respond to the written grievance, in writing, within seven (7) calendar days of the Union's submission of the written grievance.

Step #2: If the grievance is neither settled, nor resolved in favor of the Union at Step#1, or if no response is issued within the required time period, the Union may submit the grievance in writing to the Appointing Authority or his/her designee. The Union must submit the grievance to the Appointing Authority or his/her designee within fourteen (14) calendar days of submission of the written grievance at Step #1, or it shall be waived.

The Appointing Authority or his/her designee shall hold a hearing on the grievance within fourteen (14) calendar days after he/she receives it and shall issue a written answer thereto within seven (7) calendar days of conducting the hearing.

Step #3: If the grievance is neither settled nor resolved in favor of the Union at Step #2, or if no response is issued from the Department within the required timelines, the Union may submit the grievance to the City's Office of Labor Relations. The Union must submit the grievance to the City's Office of Labor Relations within thirty (30) calendar days after the grievance was submitted in writing at Step #2, or it shall be waived.

A Step #3 hearing shall be held within fourteen (14) calendar days of the receipt of the Union's submission to Step #3. 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. The City shall issue an answer to the grievance within fourteen (14) calendar days of the Step #3 hearing.

A grievance asserting a violation of Article 2 relating to political activity may be filed initially at Step #3 and shall not be deemed waived if filed within thirty (30) calendar days of the date on which the Union had knowledge or should have had knowledge of the occurrence or failure of occurrence of the incident on which the grievance is based.

A grievance asserting a violation of Article 18, Safety and Health, may be filed initially, at the Union's discretion at Step #3 and shall not be deemed waived if filed within thirty (30) calendar days of the date on which the Union had knowledge or should have had knowledge of the occurrence or failure of occurrence of the incident on which the grievance is based.

Step #4: If the grievance is neither settled nor resolved in favor of the Union at Step #3, or if no response is received from the City within the required timelines, the Union, and not any individual employee, may submit the grievance to arbitration. The Union must submit the grievance to arbitration within forty-five (45) calendar days of submitting the grievance in writing to the Office of Labor Relations at Step #3, or it shall be waived. "Submit to arbitration" means a demand for arbitration and a list of three (3) arbitrators, selected from the parties list as defined in Article 7 section 4(a), is filed with the American Arbitration Association, within the specified time limits.

Section 3 Written submissions of grievances shall be on forms to be agreed upon jointly and shall be signed by representatives of the Union filing the grievances. If a grievance is adjusted at any step of the grievance procedure, the adjustment shall be noted on the grievance form and shall be signed by the Employer's representative and the Union's representative reaching the agreement. At any step of the grievance procedure where no adjustment is reached, the grievance form shall bear a notation that the grievance is unsettled, shall be signed by the Employer's representative and the Union's representative then handling the grievance, and may be submitted by the Union's representative to the next step in the grievance procedure as provided herein

Section 4. Arbitration Procedure

(a) The procedure for arbitration shall be as follows:

(1) The parties shall maintain a list of mutually agreed to arbitrators who will serve to hear disputes at the American Arbitration Association. Either party shall have the right to remove arbitrators from the list upon giving thirty (30) calendar days notice to the other party and the American Arbitration Association, in which case another arbitrator shall, by joint agreement, be added to the list.

(2) The arbitrator shall be selected by mutual agreement of the parties. The Union shall submit to the American Arbitration Association its demand for arbitration and a list of three (3) proposed arbitrators from the parties' agreed upon list within the specified time limits. The American Arbitration Association will notify the City of the Union's intent to arbitrate and the names of the three (3) arbitrators for the City's selection. The City shall select one (1) arbitrator from the list and submit it to the American Arbitration Association who will then handle the processing of the arbitration.

(b) Arbitration hearings will be conducted as follows: A transcript of the hearing shall be made if either party so requests. Transcripts shall be paid for by the party requesting it (unless the other party also orders a copy) and in no event shall the utilization of the transcript affect any of the time limitations herein.

If either party has declared the intention to file a post-hearing brief, the brief shall be submitted within thirty (30) calendar days following the conclusion of the hearing. The arbitrator's award shall be rendered within thirty (30) calendar days following receipt of the parties' briefs. The time limits may be extended by mutual consent.

The fees and expenses of the arbitrator shall be shared equally by the parties. The decision of the arbitrator shall be final and binding on the parties. In cases where the question of arbitrability is raised, the arbitrator (as selected in accordance with this Article) may decide the arbitrability of the grievance. In the event the Employer raised the question of arbitrability, the arbitrator shall receive evidence and testimony on arbitrability and the merits of hearing the case. However, either party may move to bifurcate the case in the interest of a speedy resolution and clarification of the issue. In such case, the party requesting to bifurcate shall give the other party reasonable notice of the request and the arbitrator shall make a preliminary decision to grant or deny the request to bifurcate the case. In the event the request to bifurcate is allowed, a hearing on arbitrability shall be conducted according to the American Arbitration Association's rules on expedited arbitration. In the event a grievance is determined to be arbitrable following a bifurcated hearing, the parties may mutually agree to select a new arbitrator to hear the merits of the underlying grievance.

(c) Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the arbitrator shall be borne equally by the parties.

(d) Any issue regarding the rules and procedures for arbitration not covered above shall be subject to the voluntary Rules of the American Arbitration Association.

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

Section 6. The arbitrator hereunder shall be without power to alter, amend, add to, or detract from the language of this Agreement. The decision of the arbitrator shall be final and binding on the parties. The arbitrator shall have no power to recommend any right or relief for any period of time prior to the effective date of this Agreement.

Section 7. Any matter which is subject to the jurisdiction of the Civil Service Commission or any Retirement Board established by law shall not be a subject of grievance or arbitration hereunder. Complaints by Civil Service employees that they are being required by the appointing authority to perform work outside their job descriptions shall be referred to the Office of Labor Relations prior to making complaint to the Civil Service Commission

Section 8. Compliance When an arbitration award is granted in favor of the Union, that award shall be complied with by the City within thirty (30) calendar days of the date the award was granted, unless the City, in a timely fashion, seeks to vacate the award. If the City fails to comply with a monetary award within forty-five (45) calendar days after the date of the award, 10% interest per calendar year shall be added unless the award is ultimately vacated by a final court judgment.

If the City does not comply with an award within sixty (60) *calendar* days after the date of the award, or within sixty (60) calendar days following unsuccessful court proceedings to vacate the award, whichever comes later, the City shall pay all costs and attorneys' fees involved in successfully enforcing the award in court.

Section 9. General Grievances. In the case of a general grievance affecting employees in two or more departments, involving compliance with a written provision of this Agreement, the Union may initiate the processing of such grievances at Step #3 of the procedure set forth above. Said grievance shall be submitted to Step #3 in writing within twenty-one (21) calendar days after an employee or the Union had knowledge or should have had knowledge of the occurrence or failure of occurrence of the incident on which the grievance is based, or it shall be waived. The Union shall not process individual grievances on behalf of members who could have been named in a general grievance for the same matter.

Section 10. If a grievance is resolved at Steps # 1, or #2 of this procedure, and is not implemented within a reasonable time, the Union may immediately advance the grievance to directly to Step #3, and subsequently, to arbitration in accordance with Section 2, for a determination of all matters relating to said grievance.

If a grievance is resolved at Step #3 of this procedure, and is not implemented within a reasonable time, the Union may immediately advance the grievance to arbitration, for a determination of all matters relating to said grievance.

Section 11. In the event that any of the time limits herein fall on a Saturday, Sunday, or holiday, the date for filing shall be the following business day.

Section 12. This Article shall only apply to grievances that have been submitted in writing at Step 1 or, if permitted in this Article directly at Step 3, subsequent to the date of ratification of this Agreement. All other grievances shall be processed consistent with the language of whichever current SEIU contract (BCYF, Clerks and Techs, DND or Elderly Commission) is applicable.

ARTICLE 8 - NO-STRIKE CLAUSE

Section 1. No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, or withholding of services. The Union agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown, or withholding of services.

Section 2. Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, or withholding of services, the Union shall forthwith disavow any such strike, work stoppage, slowdown, or withholding of services and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the Municipal Employer, the Union shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown, or withholding of services and to return to work forthwith.

Section 3. In consideration of the performance by the Union of its obligations under Section 1 and Section 2 of this Article, there shall be no liability on the part of the Union nor of its officers or agents for any damage resulting from the unauthorized breach of the agreements contained in this Article by individual members of the Union.

ARTICLE 9 - STABILITY OF AGREEMENT

Section 1. No agreement, settlement, understanding, alteration or variation of the agreements, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the City's Office of Labor Relations and the Society President or his or her designee.

Section 2. The failure of the Municipal Employer or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Municipal Employer or of the Union to future performance of any such term or condition, and the

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

ARTICLE 10 – SENIORITY

Section 1. Definition For the purposes of this Agreement, "seniority" shall be defined as the total continuous service of an employee with the City of Boston, provided that service prior to an authorized leave of absence or prior to a lay off shall be counted toward total continuous service

Section 2. With the execution of this Agreement, seniority shall be the determining factor for layoff and recall pursuant to Article 13, choice of vacation, choice of break times and lunch times, the filling of vacancies on established shifts, work schedules, and days off. Seniority rights to a shift vacancy shall be limited to employees in the work unit in which the shift occurs. The supervisor shall post notice in the work unit that a vacancy is available on a specified shift. Employees wishing to transfer to that shift shall notify the supervisor in writing within one week of the posting. Nothing contained herein shall be construed to require the supervisor to fill any vacancy.

In the event that the City establishes a new shift within a work unit, the City may fill those shift vacancies regardless of seniority for a period not to exceed thirty (30) days. At the end of that period, the shift must be staffed by employees bidding for those vacancies according to seniority as outlined in this Section. If the vacancies are not filled in this manner, the City may assign employees to those vacancies in order of least seniority.

ARTICLE 11 - HOURS OF WORK AND OVERTIME

Section 1. The regular work week for full-time employees shall be thirty-five (35) hours. The regular workday for employees whose regular workweek is thirty-five (35) hours shall be seven (7) hours.

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

Section 3. An employee shall not be denied overtime compensation for authorized overtime service, as specified in Section 2 of this Article, by reason of authorized absence during the week in which such overtime service is performed. However, in the event of unauthorized absence in the week in which overtime service is performed, or in the event of absence without pay by reason of disciplinary action, such employees shall be compensated for such overtime service on a straight-time basis only.

Section 4. Based upon the operational and budgetary needs of the Department, supervisors or managers may, upon an employee's request, agree to compensate overtime with time off rather than monetary payment. Such a request will not unreasonably be

denied. The rates of compensatory time shall be the same as for monetary compensation as determined by Section 2 above. Compensatory time must be used within ninety (90) days from the date on which it was earned. Should an employee, for any reason, not use the compensatory time within ninety (90) days from the date it was earned, the Department shall convert the compensatory time to a monetary payment at the appropriate rate.

Section 5. Overtime work shall be distributed as equitably as possible. A list of all eligible employees shall be posted in a conspicuous place, and kept up to date, by the City. For the purpose of a regular rotation of overtime opportunities, but for such purpose only, overtime work refused shall be considered as overtime actually worked.

Where there is a complaint of violation in the distribution of overtime, the City shall have thirty (30) days from the date of the complaint to correct any inequity. If said inequity is not corrected within that time, then the remedy for a violation shall be a cash payment equal to the amount of money the employee would have earned if said employee had not been deprived of the overtime opportunity.

Section 6. In the event an employee reports to this regular place of work at his/her regularly scheduled time and is sent home for lack of work, he/she shall be entitled to a day's pay.

Section 7. All employees shall be provided at least one 15-minute rest period during each workday. The rest period shall be scheduled when, in the opinion of the Appointing Authority will cause the least interference with the regular work of the Department. This break may not be used to shorten the work day or extend a lunch break.

Section 8.

- (a) If an employee who has left his/her place of employment after having completed work on his/her regular shift is called back to work, he/she shall be paid for each hour worked on a time and one-half basis, and in no event shall he/she receive less than four (4) hours' pay on a straight time basis.
- (b) If an employee whose duties do not require him/her to work regularly on a day considered as a holiday under Section 1 of Article 12 is called in to work on a holiday, he/she shall receive, in addition to his/her regular weekly compensation, time and one-half for each hour worked on such holiday, and in no event shall he/she receive less than four (4) hours' pay on a straight time basis.
- (c) If an employee whose regular workweek does not include Sunday is called into work on a Sunday, he/she shall receive, in addition to his/her regular weekly compensation, double time for each hour worked on such Sunday, and in no event shall he/she receive less than four (4) hours' pay on a straight time basis.

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

Section 9. All employees shall be scheduled to work on regular work shifts, which shall be defined as the hours an employee is required to work during a work day. Work shifts shall have a regular starting time and quitting time. Work schedules, which shall be defined as the workdays an employee is required to work during the work week, shall be posted on all department bulletin boards at all times. Employees shall be given reasonable notice of any change in their work shift or schedule; reasonable notice, except in extreme circumstances shall be fourteen (14) calendar days.

Section 10. The City agrees to give the Union reasonable notice of any proposed change in scheduled work shifts and an opportunity to discuss the proposed change. In the event of the initial creation of a work schedule which includes a Saturday as a regularly scheduled day of work, the City agrees to give the Union thirty (30) calendar days notice of the change in work schedule. The City agrees that the creation of a work schedule which includes Saturday as a regularly scheduled day of work will not be done to meet an intermittent or temporary operational needs. In the event of failure to agree on this proposed change, the City shall have the right to institute the change and the Union shall have the right to take the matter up as a grievance under the grievance procedure.

ARTICLE 12 - TEMPORARY SERVICE IN A LOWER OR HIGHER POSITION AND PROMOTIONS

Section 1. Compensation for Work in a Higher Classification. A Criminalist II or III who is performing, pursuant to assignment, temporary service as a Criminalist IV or a Quality Manager, other than for the purpose of filling in for an employee on vacation, shall, commencing with the sixth consecutive day of actual service be compensated at the rate to which he/she would be entitled had he/she been promoted to such position. Any remedy based on a grievance filed under this Section shall be limited in effect to a period not to exceed five (5) days prior to the date of the filing of the grievance in writing.

Section 2. The selection of an employee to perform temporary service as a Criminalist IV or Quality Manager shall be made on the basis of qualifications and ability; and where qualifications and ability are substantially equal, seniority shall be the determining factor. The Appointing Authority's selection shall not be made arbitrarily, capriciously, or unreasonably. In the event that the senior applicant for the position is not selected, he/she shall be notified prior to the selection being posted. In the event that the senior applicant for the position is not selected, the Appointing Authority shall, upon request by the Society, submit reasons in writing why said senior employee was not selected to fill the position.

Any dispute hereunder shall be subject to the grievance and arbitration procedure.

Section 3. Provisional Promotion. In the event the Appointing Authority seeks to fill a permanent vacancy with a provisional promotion in a position covered by this Agreement at its effective date, the following procedure shall apply:

- (a) The vacancy shall be posted for five (5) consecutive working days in the department, division or employing unit in which the vacancy exists.
- (b) On the posting the Appointing Authority shall specify the job classifications eligible to fill the position. (His/her decision as to eligible classifications of employees shall be subject to Civil Service law and rules and shall not be a subject of grievance or arbitration.) The posting shall also specify the duties of the position, the grade of the position, the job posting number, and the location of the position.
- (c) The selection of an employee for provision promotion shall be made from among the eligible bidders in the manner specified in Section 3 of this Article. Notice of selection shall be posted on the original poster at the time the selection is made.
- (d) The parties agree that when the Employer fails to comply with the provisions of Section 5, set forth above, the Employer shall be required to re-post the vacancy in question and renew the entire selection process.

Section 4. A complaint by an employee who is junior to the employee selected under Section 3 or Section 4 of this Article shall not be a subject of grievance or arbitration

Section 5. The provisions of this Article shall not apply to bargaining unit positions filled for a period of six (6) months or less by an employee in a full or transitional duty capacity after the employee has received, or while the employee is receiving, benefits pursuant to M.G.L. c.152. If the employer chooses to fill the position beyond the six month period, the posting and selection provisions of this Article shall be applicable. An employee who returns in a transitional duty capacity shall be compensated at a level which is equal in amount to his/her former grade and step.

ARTICLE 13 - LAYOFF AND RECALL

Section 1. The City and the Union agree that if the City, in its discretion, decides to lay off employees covered by this Agreement, the following procedure shall apply. The City shall provide the Union with twenty (20) working days' notice prior to the effective date of a layoff.

Section 2. Definitions.

- (a) For purposes of this Article, "seniority" shall be defined as in Article 10, Section 1.

- (b) For purposes of this Article, "layoff" shall be defined as an employer initiated separation of an employee from service because of lack of work, shortage of funds, curtailment of services, or any other reason except for voluntary separation, separation due to retirement, or separation constituting discipline or discharge under Article 6.
- (c) For purposes of this Article, "vacancy" shall be defined as a vacant position which Management intends to fill.
- (d) For purposes of this Article, "job series" shall be defined as one or more departmental positions in a promotional line of work differing in difficulty or responsibility.

Section 3. Order of Layoff. If involuntary layoffs are necessary, employees shall be selected for layoff in each job classification in each Department according to the following rules:

- (a) In job classifications not subject to Civil Service law: (I) employees with less than six (6) months of seniority may be laid off at the discretion of the City provided only that such employees shall be laid off prior to layoff of other employees in their classifications in their department; (II) employees with more than six (6) months seniority shall be designated for layoff in inverse order of seniority.

Section 4. Notice. The City shall notify employees designated for layoff pursuant to Section 4 above, at least ten (10) working days prior to the intended lay off.

The City shall notify the Union at the Union office as to the names, job classifications, job sites and Departments of the employees designated for lay off pursuant to Section 4 above, at least twenty (20) working days prior to the intended layoff. Notice to an employee shall be complete upon actual notice, except that notice to an employee absent from work shall be complete three (3) calendar days after posting of notice by certified mail, return receipt requested. It is understood that notice to employees who are absent from work due to authorized vacation leave shall be stayed pending such leave. If the notice required by this section is not provided to both the employee and the Union, the employee shall be paid the difference between the number of days of notice and the required notice.

Notice to employees shall prominently include notice of bumping and recall rights and obligations under this Article.

Section 5. Bumping.

- (a) An employee in a job classification not subject to Civil Service Law who is

designated for layoff pursuant to Section 4 above, may, upon notice pursuant to Section 5 above, exercise the following bumping rights: he/she may bump into a vacancy in the same job classification within the department; alternatively, he/she may bump into a vacancy in an equal or lower graded job classification within the department, or he/she may bump into a filled position in an equal or lower graded job classification within the department, or he/she may bump into a filled position in an equal or lower graded job classification within the department which is held by an employee who has less seniority than himself and who is the least senior employee in that job classification, provided that such equal or lower graded job classifications are in the employee's job series, and provided that the employee is qualified to perform the duties and responsibilities of the position.

- (c) An employee who chooses to exercise the above bumping rights must so notify his/her department within five (5) working days of notice.

Section 6. Recall. An employee who is laid off, or who exercises his/her right to bump into a lower graded position, or who accepts a job in a lower graded position and who has at least six 6 months of seniority, may exercise the following recall rights:

- (a) If the employee is a non-Civil Service employee, he/she shall be notified by first class mail or actual notice of vacancies in his/her job classification in his/her department to filling said vacancies with any other person, the department shall offer the position to qualified responding employees according to seniority.
- (b) Only an employee who has notified his/her department in writing of his interest in recall prior to his/her layoff or bumping down, and who had included a mailing address, shall be entitled to notice of vacancies. The Union shall be notified of vacancies (by mail) when the employee is notified. To be eligible for recall, an employee must respond affirmatively to his/her department within seventeen (17) calendar days of the postmarked date of the notice, or fourteen (14) calendar days of actual

notice, whichever comes first. The above recall rights, shall run for two years from date of layoff

- (e) For the purposes of employees benefits, a recalled employee shall be treated as if returning from an authorized leave of absence. An employee who is recalled into a lower graded position shall be placed on the wage step at the lower graded position which is closest in amount but not higher than his/her former grade and step rate.

Section 7. Dispute Resolution. Disputes between the City and the Union regarding the meaning or application of this Article shall be resolved by grievance and expedited

arbitration. A grievance must be presented in writing to the City's Office of Labor Relations within ten (10) working days of the occurrence or failure of occurrence, whichever may be the case, of the incident upon which the grievance is based, or else it shall be deemed waived. The Union must commence the expedited arbitration procedure of the American Arbitration Association within ten (10) working days of presentation to the City's Office of Labor Relations, or else it shall be deemed waived.

Section 8. If the positions of employees are abolished as a result of the transfer of the functions of their department, board or commission to another department, board or commission within the bargaining unit, employees may elect to accept layoff or to be transferred to a similar position within the bargaining unit in such department, board or commission.

SIDE LETTER ON DEFINITIONS

The City and BPDBS, Forensic Group understand the Layoff and Recall Article to mean the following:

1. The City shall make all reasonable effort to ensure that any vacation or sick day buyback to which an employee selected for layoff is entitled shall be paid at the employee's last regular pay check. If a laid off employee elects to withdraw his/her money from the retirement fund, the City shall make all reasonable efforts to ensure that such money is paid to the employee within thirty (30) calendar days after the employee notifies the retirement fund. The City shall not require any employee notified of layoff to take his/her earned vacation credits as paid time off
2. Assuming it is permitted by the medical insurer, the City shall pay its share of medical insurance for a laid off employee for coverage through the end of the calendar month subsequent to the month of layoff. Assuming it is permitted by the medical insurer, an employee on the recall list may elect to continue his/her medical coverage after the end of the subsequent calendar month by assuming the full cost of the medical insurance payments. In this manner, medical coverage may be continued during the period that an employee retains his/her employee status by remaining on the recall list.
3. For purposes of employee benefits, a recalled employee shall be treated as if coming off an authorized leave of absence. An employee who bumps or is recalled into a lower graded position shall be placed on the wage step at the lower graded position which is closest in amount but not higher than his/her former grade and step rate.
4. Notice to employees shall prominently include notice of bumping and recall rights and obligations under this Article.

ARTICLE 14 HOLIDAYS

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

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

Or the following Monday if any day aforesaid falls on Sunday except that in a continuous operation, it shall be the actual day on which the holiday falls.

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

An employee who is assigned to a continuous operation, and who works on Thanksgiving Day, Christmas Day, or New Year's Day, shall receive, in addition to his/her regular weekly compensation, time and one-half for each hour worked on such holiday.

Section 3. Notwithstanding any provision of this Agreement to the contrary, the City reserves and retains the right to determine whether an employee who works on a holiday shall receive additional time off or additional pay.

Section 4. In addition to the holidays enumerated in Section 1 of this Article, on each January 1, employees on the payroll as of that date and who were bargaining unit members upon the ratification of this Agreement, will be eligible for two (2) "floating holidays" that may be taken during the following twelve (12) months at a time or times requested by the employee and approved by his/her immediate supervisor outside of the bargaining unit. Employees who were not bargaining unit members upon ratification of this Agreement shall not receive "floating holidays."

Section 5. "Floating holidays" shall be subject to the same notice requirements and approval as outlined in Article 15 (Vacation) of this Agreement. "Floating holiday(s)" not used by December 31st of the year in which it was received, shall not carry over into the following year and may not be redeemed for monetary compensation at any time. In the event an employee follows the appropriate notice requirements and is denied the use of his/her "floating holiday(s)" and as a result unable to use the "floating holiday(s)" by

the end of the calendar year, that employee may carry over his/her "floating holiday(s)" to the next calendar year. Any "floating holiday(s)" carried over must be used by December 31 of the following calendar year.

Section 6 In appropriate circumstances, the department head/supervisor may request that an employee who utilized sick leave on the day before or the day after a holiday provide a signed statement from a physician, nurse practitioner, or representative of a health clinic confirming the necessity for such absence prior to the granting of holiday pay.

Section 7 If at any point during this contract round, the City of Boston negotiates a more advantageous provision regarding holidays with any other bargaining unit, the City agrees to reopen negotiations with BPDDBS, Forensic Group for the sole purpose of determining whether this Agreement's Holiday provision should be modified.

ARTICLE 15 - VACATION LEAVE

Section 1 Subject to the specific provisions of this Article, every newly hired employee covered by this Agreement must complete six (6) months of actual work between July 1 and December 31 to be eligible for vacation leave on January 1.

Section 2 Vacation Entitlement. Vacation leave shall be calculated as follows:

- (a) An employee who starts work before July 1 and who actually works for six (6) months shall be entitled to one (1) week of vacation before December 31. An employee who starts work on or after July 1 shall receive one (1) week of vacation upon the completion of six (6) months of actual work. The Appointing Authority in his/her discretion, may grant an additional week of vacation leave to such employees who were hired after July 1 and who have completed six (6) months of service. In no event shall the vacation entitlement for such employees exceed that established in Section 2 (b). Any period or periods during the first six (6) months of service for which an employee is not paid (including as little as one (1) day) shall extend the effective date of eligibility.
- (b) An employee who on January 1 has more than six (6) months of continuous service, but less than four (4) years of service, shall receive two (2) weeks of vacation leave.
- (c) An employee who on January 1 has more than four (4) years of service, but less than nine (9) years, shall receive three (3) weeks vacation leave.
- (d) An employee who on January 1 has more than nine (9) years of service, but less than fourteen (14) years, shall receive four (4) weeks of vacation leave.
- (e) An employee who on January 1 has more than fourteen (14) years but less than thirty (30) years, of service shall receive five (5) weeks of vacation leave.

(f) An employee who on January 1, has more than thirty (30) years of service shall receive six (6) weeks of vacation leave.

Section 3. Any employee returning from an authorized leave of absence shall receive his/her full vacation entitlement pursuant to the City of Boston's Family & Medical Leave Policy.

Section 4. For the purpose of determining vacation entitlement in a calendar year, service with the Commonwealth of Massachusetts, the City of Boston, and the County of Suffolk shall be included in computing length of active service

Section 5. If an employee transfers into the bargaining unit without a break in service subsequent to January 1 in any given year, all prior service, as outlined in Section 3, shall be counted in accordance with Section 2 (Vacation Entitlement).

Section 6. Prior to departure on vacation leave, an employee may be advanced vacation pay up to the employee's maximum entitlement under this Article, provided that the amount advanced shall not exceed the vacation leave scheduled for such period.

Section 7. Vacation leave allowance shall be paid to an employee who separates from City service on the first available M.A.C. (Monthly Additional Compensation) payroll.

Section 8. If the employment of an employee entitled to vacation leave under this Article is terminated by death, said employee's spouse or next of kin shall be paid an amount in lieu of such vacation entitlement. If such employee has no spouse or next of kin, then the employee's vacation leave shall be paid to his/her estate.

Section 9. Vacation shall be taken at such time as, in the opinion of the Appointing Authority, will cause the least interference with the regular work of his/her department. Subject to the preceding sentence, vacation leave election shall be determined by seniority. Vacation leave may not be carried over from one year to another without the express written authorization of the Commissioner and the Director of Office of Human Resources. The Police Commissioner, with the approval of the Office of Human Resources, may authorize up to ten (10) days of vacation time be carried over into the subsequent calendar year. All approved carryover days must be used by December 31 of the following calendar year.

ARTICLE 16 - SICK LEAVE AND PERSONAL DAYS

Section 1. Every employee covered by this Agreement who has completed six (6) months of continuous service for the Municipal Employer shall, subject to Section 2 of this Article, be granted sick leave, without loss of pay, for absence caused by illness or by injury or exposure to contagious disease or by the serious illness or death of a member of the employee's immediate family or by illness or disability arising out of or caused by pregnancy or childbirth.

Sick leave shall accrue at the rate of one (1) day for each month of actual service. Sick leave not used in the year in which it accrues, together with any accumulated sick leave standing to the employee's credit on the effective date of this Agreement and not used in the current year, may be accumulated for use in a subsequent year. Sick leave not used prior to the termination of an employee's service shall lapse, and the employee shall not be entitled to any compensation in lieu thereof, except in accordance with Section 8 of this Article.

Section 2. No employee shall be entitled to sick leave without loss of pay as provided in Section 1 of this Article unless (1) the employee has notified his/her immediate supervisor of his/her absence and the cause thereof before the beginning of their work shift or as soon thereafter as practicable.

- (2) On, or within four (4) weeks after the last day of each payroll week in which any such period of absence occurs, the employee or, in case of his/her incapacity evidenced by a physician's certificate attached, or in case of his/her death, a person acting in his/her behalf, has in writing, on a form furnished by the Supervisor of Personnel, requested leave without loss of pay for such period of absence; and
- (3) the appointing authority has approved such request. For periods of absence of five (5) consecutive working days or more, the Appointing Authority may request a signed statement from a physician, nurse practitioner, or other health care provider, confirming the necessity for such absence. In addition, the Appointing Authority may request a letter at reasonable intervals for absences which are occasioned by chronic illness or illnesses.

Section 3. Effective January 1, 2013 there shall be established for all members of the Society an extended sick leave bank which shall be administered by the Office of Personnel Management, established and utilized according to the following procedures:

- a. To be eligible for membership an employee must have completed his/her initial six (6) month probationary period and must have voluntarily donated one (1) sick day per year to the sick leave bank. Sick leave donated will not adversely impact the employee's attendance record or sick leave buyback, but will be deducted from accumulated sick leave. The balance in the bank shall be the total number of sick leave days donated less the number of days granted by this Committee.
- b. Enrollment in the sick leave bank will be open from January 1 to January 31 of each year. The Office of Personnel Management will distribute information and authorization forms to employees at least thirty (30) days prior to the enrollment period. On February 1, 2013, the City will make a one-time deposit into the sick bank equal to the amount of days donated by bargaining unit members in 2013.
- c. The Sick Leave Bank Committee will be responsible for the review of requests for sick leave compensation time to be withdrawn from the sick leave bank. The

Committee will be comprised of three (3) representatives appointed by the City and three (3) representatives appointed by the union. Members of the Committee shall be granted reasonable paid time off pursuant to Article 17A. Providing the balance in the bank is sufficient, the Committee shall have authority to grant up to thirty (30) days of sick leave to an employee per fiscal year (July 1 to June 30), and shall make a determination on each application for additional sick leave within ten (10) working days of receipt of all documentation required by the Committee. The Committee may extend for an additional 30 days the grant of additional sick leave. Decisions of the Committee with respect to eligibility and entitlement shall be final, and shall not be the subject of grievance arbitration.

- d. Applications for leave to be withdrawn from the sick leave bank must be submitted in writing to the Committee administrator along with a signed statement from the employee's doctor which fulfills the criteria in E(3) below. If the Committee has denied an application for leave, the employee may request, in writing, that the application be reconsidered at a meeting of the Committee at which the employee is present. The Office of Personnel Management shall number each application for leave and shall take other steps to remove any reference to the employee's name from the medical reports or documentation. The Committee, through the Office of Personnel Management may request information from the employee's department which may be relevant to the Committee's deliberations. The Office of Personnel Management 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. The Office of Personnel Management shall make periodic status reports on the fund balance as needed by the Committee.
- e. The following criteria shall be used by the Committee in awarding sick time from the bank:
 1. The employee is eligible by virtue of meeting the criteria in Paragraph A above;
 2. The employee has exhausted all accumulated sick leave and other paid leave (such as vacation leave, personal leave, compensatory time and floating holidays);
 3. The application is accompanied by adequate medical evidence of a serious illness which prevents the employee's immediate return to work.

The Committee may require additional information or documentation prior to making a decision on any application. Sick time from the bank shall be awarded only by a majority vote of the Committee.

Section 4. An employee on leave because of an occupational disability may take such of the sick leave allowance to which he/she is entitled under this Article as, when added to

the amount of any disability (workers') compensation, will result in the payment to him/her of his/her full salary for any particular workweek.

The City agrees to support legislation authorizing it to pay such amount of compensation as, when added to the amount of any disability (workers') compensation, will result in payment of a full week's salary to an employee who is on leave because he/she was injured in the line of duty as the result of violence by a patient or person in lawful custody. The City agrees to reopen negotiations on this section, if so requested by the Union, if such legislation is enacted.

Section 5. Up to five (5) days' sick leave credit will be restored to an employee's accumulated sick leave when such employee has used sick leave allowance between the date of injury on the job and date disability (workers') compensation is awarded, except that such sick leave shall be offset proportionately by a disability benefit that is awarded retroactively to date disability was incurred.

Section 6. An annual report of sick leave shall be made available by request.

Section 7. Annual Redemption of Sick Leave An employee who has used fewer than five (5) sick days in the twelve-month period ending December 31 of any year in which this Agreement is in effect may elect to redeem sick days in a lump sum cash payment in accordance with the following schedule:

<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 days' pay
5	0 days' pay

The per diem rate will be the employee's rate on December 31 as specified in the Pay Schedule for compensation grades, inclusive in force on December 31.

During January 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 will be accumulated in the normal manner. Sick leave buyback shall be paid by March 31

Section 8. It is agreed that employees who abuse the sick leave provisions of this Agreement shall not be entitled to paid sick leave and shall be subject to disciplinary action in accordance with the provisions of Article 6. The Union agrees to cooperate with the City in dealing with problems related to sick leave

Section 9. Sick Leave Redemption. Upon the retirement of an employee pursuant to the regulation of the State/Boston Retirement board, the City shall redeem 30% of the employee's accrued but unused sick leave at the employees final rate of pay.

Section 10. Sick Leave Conversion. Employees who have accumulated fifty (50) days of sick leave and who did not utilize more than three (3) sick days in the preceding calendar year, excluding sick leave redeemed pursuant to Article 16, Section 6, may convert up to nine (9) sick days to vacation days on a three for one (3:1) basis, in a manner to be prescribed by the Office of Personnel Management.

Section 11. Personal Days. On January 1, full-time employees on the payroll as of that date will be credited annually with three (3) paid personal leave days which may be taken during the following twelve months at a time or times requested by the employee. Any employee who begins employment after January 1 but before July 1 shall be entitled to at least two personal days to be taken in that calendar year. Personal leave time shall not be taken during an employee's probationary period. These personal days shall not be considered sick leave for City purposes of monitoring sick leave usage. Personal days may not be accumulated, redeemed for monetary payment or carried forward to the following year. Employees shall provide reasonable notice prior to utilizing personal leave days which are of a non-emergency nature.

Where personal days are of an emergency nature, notification of such request shall be made within the first hour of scheduled work, or in the case of a 24 hour operation, within one hour prior to the start of an employees work shift. The Appointing Authority in his/her discretion may authorize a personal day with less notice required by this section.

Employees shall utilize personal leave between December 15 and January 2nd only with the approval of the Appointing Authority/designee.

Vacation requests shall take precedence over requests for personal days during the holiday period and shall not be unreasonably denied.

Personal days not used during the year because an employee was denied use during the holiday period, may be carried over into the next year.

In addition to the three (3) paid personal leave days provided for in this section, an employee may take a fourth (4th) personal leave day to be deducted from available sick time accrued pursuant to Section 1 of this Article.

ARTICLE 17 - OTHER LEAVES OF ABSENCE

Section 1. Subject to the operating needs of each department, determined by the Appointing Authority, leaves 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 of any person who died under other than dishonorable circumstances while serving in the armed forces of the United States in time of war or insurrection;
- (b) Attendance by an employee who is a veteran as defined in Section 21, Chapter 31 of the General Laws as a delegate or alternate to state or national conventions of certain veterans' organizations as designated from time to time, during the life of this Agreement, by the Mayor;
- (c) Prophylactic inoculation required by the Municipal Employer;
- (d) Blood donations, if made on the premises of the department in which an employee requesting such leave serves.
- (e) Open and promotional examinations conducted under Civil Service law and rules for any position in the service of the City; employees taking leave under this Sub-section shall endeavor to provide advance notice to their department head/supervisor;
- (f) Medical examinations for retirement purposes;
- (g) Attendance at hearings in Workers' Compensation cases as the injured person or as a witness. Any witness fees received by such injured person or witnesses shall be remitted to the Municipal Employer.
- (h) Voting time up to a maximum of two (2) hours for voting in a state, municipal or other election, provided that the hour of opening and closing the polls in the City or Town in which an employee is registered to vote would preclude him/her from voting outside regular working hours, taking into consideration travel time from the polls to his/her regular place of employment, or vice versa.
- (i) Attendance at educational programs required or authorized by the City.
- (j) Emergency medical treatment for employees injured during performance of assigned work. Employees who have returned to regular duty or to light duty after having been injured during performance of assigned work will be permitted reasonable time off without loss of pay for the purpose of attending follow-up physician's appointments which cannot be scheduled during off-duty hours.

- (k) Attendance in court when required (by a subpoena) to testify as a witness in a criminal case where the employee is to testify on matters which occurred during the course of employment for the purpose of filing a complaint against a person for action which took place during the course of employment.

Section 2. Military Leave. *Every employee covered by this Agreement shall be granted Military Leave consistent with the City of Boston's Military Leave Policy.*

Section 3. Jury Duty. Every employee covered by this Agreement who is required to serve on a jury shall be granted leave of absence, without loss of pay. Upon presentation of satisfactory evidence relating to jury service and payment therefore, the City will pay such employee such sum of money as, when added to the amount received by such employee as compensation for jury service, will result in the payment to him/her of his/her full salary for any particular workweek.

Section 4. Bereavement Leave. In the event of the death of a spouse, child, father, father-in-law, mother, mother-in-law, brother, sister, brother-in-law, sister-in-law, or member of the employee's immediate household (for a period of six (6) months or more), an employee 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.

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 who is in active service at the time of such death, shall be entitled to receive one (1) working day's leave without loss of pay for the purpose of attending funeral services or arranging for burial.

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 service shall be entitled to this time off without pay for the purpose of bereavement.

All employees shall be permitted one (1) day's leave without pay in order to attend the funeral of a relative not included above. An employee may choose to use accumulated sick leave, if any, for this purpose. Employees shall provide their supervisors with as much advance notice as possible.

If an employee requires additional leave for bereavement purposes due to the death of someone specified above, 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.

Section 5. Parental Leave. *Every employee covered by this Agreement shall be granted parental leave consistent with the City of Boston's Family & Medical Leave Policy.*

Section 6. Educational Leave. Subject to the operating needs of the department as determined by the department, an employee shall be entitled to leave of absence without pay or benefits of up to one (1) year for furthering his/her education. Preference for selection of such leaves shall be based on seniority. If an employee is rejected for an educational leave then a written explanation must be furnished to the employee stating the reason(s) for the denial

Section 7. Medical Leave. *Every employee covered by this Agreement shall be granted parental leave consistent with the City of Boston's Family & Medical Leave Policy.*

Section 8. 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 on City-approved forms both the worker's compensation service and his/her department head of the date, time, location and nature of the injury.

The Department's personnel officer or designee shall endeavor to contact the employee at his or her last known address (using the letter attached as Appendix I) upon receipt of notice from the City's Worker's Compensation Division that the employee's benefits have been terminated. However, the employee shall bear the responsibility for notifying both the worker's compensation service and the employee's department head of all developments in the employee's worker's compensation case. In particular, the employee must notify the department head when the employee appeals any rulings of the City's Worker's Compensation Division or of the Commonwealth of Massachusetts Division of Industrial Accidents, or related entities.

Also, the employee must immediately notify his/her department head 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 of his/her ability to return to work after being medically cleared to do so through the Worker's Compensation process shall be subject to

discipline or discharge. Any employee who fails to notify his/her department head accordingly, and within fourteen (14) days of receiving medical clearance to return to work fails to return may be considered to have voluntarily separated from service. Such separation shall only be a subject of the grievance and arbitration article hereunder through Step 3 and shall not be subject to arbitration.

All employees returning to work from work related injuries may be ordered to submit to a medical examination.

ARTICLE 17A - UNION BUSINESS

Section 1. Union Representatives. The Union shall furnish the Office of Labor Relations with a list of elected officials and the capacity in which they serve as well as with a list of the Union stewards for the Forensic Group. Lists shall be furnished to the Office of Labor Relations as soon as practicable after designation and the Union shall immediately notify the Office of Labor Relations of any changes.

The maximum number of such stewards shall not exceed two(2) .

Section 2. Paid Leave of Absence for Union Business. Release time without loss of pay shall only be considered for the following reasons and shall be subject to the operating needs of each department/division as determined by the employer:

- a. Reasonable time for stewards, as defined in Section 1 above, for the investigation of grievances, representation of employees at departmental hearings, or attendance at meetings of committees authorized by this Agreement. Requests for such leave must be given in writing to the steward's supervisor outside the bargaining unit indicating the date, time and reason for the requested leave. The steward shall provide this request with as much advance notice as is feasible.
- b. Stewards, grievants and witnesses who are scheduled to work at the time of the hearing but are called by the Union to testify at a grievance, arbitration, Labor Relations Commission, or Civil Service hearing. Requests for such leave shall be made in writing at least one week in advance of the hearing or with as much advance notice as is possible, to the Office of Labor Relations, except that with regard to Step 2 grievance hearings, requests in writing shall be made to the Appointing Authority/Designee.
- c. Attendance by a maximum of four (4) bargaining unit employees at negotiation sessions with the City for a successor collective bargaining agreement. Requests for such leave shall be made in writing to the Office of Labor Relations at least one week in advance of the first negotiation session.
- d. No more than eight (8) hours per month each for no more than two (2) Executive Board members for appropriate meetings. Requests for such leave shall be submitted in writing to the Office of Labor Relations at least one week in advance of the meeting.
- e. Prior to bargaining for a successor collective bargaining agreement, the City shall provide paid release time for up to two (2) bargaining unit members who are scheduled to work at the time of the session, to meet with the City and establish ground rules for the conduct of negotiations. Those ground rules shall include total number of representatives

to be granted release time and whether compensatory time off shall be granted when bargaining takes place during non-working hours.

Section 3. Unpaid Leave of Absence for Union Business. Should a member of this bargaining unit be elected to the position of President, , the City shall, upon request, permit him/her leave without pay for the period of such service to the union.

Subject to the operating needs of each department, each steward identified in Section 1 shall be entitled to three (3) days' leave without pay, each year for the purpose of attending Union conferences, trainings, and/or conventions. The Union shall provide two (2) weeks' prior notice to the Office of Labor Relations for stewards who seek leave to attend such conference and/or convention.

Section 4. Access to Premises. Representatives of the Union shall be permitted to enter the premises of any department at any reasonable time for the purposes of discussing or processing grievances, provided they do not interfere with the performance of duties, and provided that they give notice of their presence immediately upon arrival to the person in charge of such department. Only representatives of this Union shall be granted access to the premises to discuss wages, hours, and conditions of employment regarding persons covered by this Agreement.

Section 5. Steward's Meetings. No more than two (2) stewards shall be allowed release time with loss of pay for training and/or communication purposes for no more than two (2) hours per month per steward. Such release time is subject to the operating needs of the Department. Requests for such leave must be given in writing to the steward's supervisor outside the bargaining unit indicating the date, time and reason for the requested leave. The steward shall provide this request with reasonable notice.

ARTICLE 18 - SAFETY AND HEALTH

Section 1. Both parties to this Agreement shall cooperate in the enforcement of safety rules and regulations, and compliance with federal and state laws governing employee work environments. Complaints with respect to unsafe or unhealthy working conditions shall be brought immediately to the attention of the employee's supervisor and shall be a subject of grievance hereunder. (The City's failure to adhere to federal or state laws shall not be the subject of grievance and arbitration.) At the Union's discretion, violation of this Article may be grieved initially at Step 3.

Section 2. Any employee covered by this contract who is sent home because of exposure or suspected exposure to a communicable disease or infection shall not have the resulting absence used against him or her for any present or future disciplinary purpose.

Section 3. Technological Change.

(a) The Union and the City recognize that there may be adjustments precipitated by the introduction of new technology to the City's workforce.

To ease that adjustment, the Union and the City agree to work together during the introduction and implementation process. The Union and the Employer recognize that the introduction of technological change should have a positive impact on the quality of work life and job tasks of those who use the new technology.

Both parties recognize that the Union's role is purely advisory, and the City assumes final responsibility and authority.

In accordance with the City's desire to provide for a healthy and safe working environment, the City will make every effort to purchase and maintain quality and well-designed equipment.

The City will provide the Union and employees with prior notification of technological change and will involve the Union and the affected employees in the planning process. The City recognizes the value of work performed by its employees and will make an effort to prevent any undesirable consequences.

- (b) The City agrees to meet with the Union to discuss any labor/management issues regarding these proposed changes.
Such issues may include:

1. Planning the introduction of new equipment;
2. The introduction of new job classifications and any changes in current job classification or descriptions;
3. Training requirements and availability;
4. Health and safety considerations, including ergonomic factors;
5. Machine monitoring and/or machine pacing.

No wages, benefits or fringes shall be reduced by the introduction of new technology to current job classification(s).

ARTICLE 19 – MISCELLANEOUS

Section 1. Bulletin Boards. Bulletin board space will be provided for Union announcements. Such announcements shall not contain anything political, denunciatory, or inflammatory; nor anything derogatory of the Municipal Employer or any of its officers or employees. Any Union authorized violation of this section shall entitle the Municipal Employer to disregard its obligations under this section.

Section 2. Separability. Should any provision of this Agreement be held unlawful by a court or administrative agency of competent jurisdiction, all other provisions of this Agreement shall remain in force for the duration of the Agreement.

Section 3. Nothing in this Agreement shall prevent the City and the Union from discussing problems of mutual concern at the departmental level at any time

during the life of this Agreement.

Section 4. Injury Through Act of Violence. The City will support legislation to broaden the coverage of Chapter 800 of the Acts of 1970 to apply to bodily injury resulting from an act of violence of any person on the premises.

Section 5. Injury Through Act of Violence

The City will support legislation to broaden the coverage of Chapter 800 of the Acts of 1970 to apply to bodily injury resulting from an act of violence of any person on the premises.

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 6. Light Duty. Employees who are receiving benefits under the City's workers' compensation program shall be required to comply with the City of Boston's Light Duty policy. (Attached).

Section 7. Attendance- Every employee covered by this Agreement shall be required to comply with the City of Boston Attendance Policy beginning January 1, 2013. (Attached.)

Section 8. Employee 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/she has read such material by affixing his/her 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/her answer shall be attached to the file copy.
- (c) Any employee shall have the right, on request at reasonable time, to examine all material in his/her personnel file which is neither confidential nor privileged under

law, in the presence of an officer in the Personnel Office, and with a Union representative if requested by the employee. A copy of any such material shall be furnished the employee at his/her request.

Section 9. Insurance Benefits. In the event that the General Court should amend the law to permit collective bargaining concerning the level of group insurance benefits, the Union will be given the opportunity, upon its request, to discuss group insurance benefits, including health and welfare plan, dental plan, optical plan, and life insurance and medical care plans.

Under the direction and supervision of the Director of the Health Insurance Benefits Division of Administrative Services, a Union/Management advisory committee shall be established to investigate cost-containment programs and the possibility of expanding health benefits available to City employees. The report and work of the advisory committee are advisory only and not subject to Article 7 of this Agreement. The Union shall be entitled to three (3) members, with reasonable release time granted by the City, not to exceed one-half (½) work day per month, to participate in a meaningful way on the committee.

Section 10. Orientation. The Employer shall provide orientation for new members of the bargaining unit during which a representative of the Union shall be permitted fifteen minutes to address new employees and provide materials. The City shall provide to the Union, upon request, copies of the orientation materials. On a monthly basis, the City shall provide the Union with a list of new employees hired into bargaining unit titles.

Section 11. Blood Donations. Blood donation made solely to the Menino Pavilion shall be reciprocated by the granting of four (4) hours compensatory time off, which may be taken by the employee upon the approval of the employee's department head/supervisor and subject to the operating needs of the department. The compensatory time must be used within ninety (90) days of the actual donation or the time will be forfeited. The department head/supervisor may request verification from the Blood Donor supervisor prior to granting compensatory time.

Section 12. Health and Fitness. The City and the Union acknowledge the need for affirmative measures to address the health and well being of City employees. Therefore, the parties agree to cooperate in the planning and implementation of programs and measures which encourage the health and longevity of all employees covered by this Agreement.

Section 13. Direct Deposit. All members of the bargaining unit shall be required to receive his or her compensation via direct deposit.

Section 14. Reassignment. When the City wishes to fill a position with a reassignment, the Union shall be given reasonable notice of such reassignment, which shall contain the title, grade, position description and the exact location of the position.

Section 15. Drug and Alcohol Testing

(a) POST-ACCIDENT DRUG AND ALCOHOL TESTING

Employees who are involved in an accident, while operating a City owned vehicle, shall be subject to an alcohol and drug test following the accident whenever:

1. the accident involved a fatality; or
2. an individual suffered a bodily injury that required immediate medical treatment away from the scene of the accident and/or the employee received a citation for a moving traffic violation arising from the accident; or
3. one of the vehicles involved in the accident was towed away from the scene and/or the employee received a citation for a moving traffic violation arising from the accident.

A reportable accident does not include:

- a. an occurrence involving only boarding and alighting from a stationary motor vehicle; or
- b. an occurrence involving the loading or unloading of cargo.

Although testing will never delay necessary and immediate medical treatment, testing should be performed as soon as possible following the accident.

City's Responsibility: The City shall provide employees with necessary post-accident information, procedures and instructions before the employee operates a City vehicle to enable employees to comply with the post-accident testing requirements. The City is responsible for adhering to the following timeline.

Time Lapsed

Action Required

2 hours ALCOHOL- If the employee has not submitted to an alcohol test at this time, the City of Boston shall prepare and maintain on file a record stating the reason a test was not promptly administered.

8 hours ALCOHOL- Cease attempts to administer alcohol test and prepare and maintain record described above.

32 hours DRUGS- If the employee has not submitted to a drug test at this time, the City of Boston shall cease attempts to administer the test and prepare and maintain on file a record stating the reason a test was not promptly administered.

Employee's Responsibility: An employee is obligated to follow the post-accident instructions supplied by the City and to see that the alcohol and/or drug tests are conducted.

- An employee who is subject to a post-accident test must remain available for testing. An employee who leaves the scene before the test is administered or who does not make himself/herself readily available may be deemed to have refused to be tested and such a refusal shall be treated as a positive test.
- Further, the employee must submit to an alcohol test within eight (8) hours following the accident. During the eight (8) hour period following the accident, the employee must refrain from consuming alcohol for eight (8) hours or until the employee submits to an alcohol test, whichever comes first.
- Likewise, the employee must submit to a drug test within thirty-two (32) hours following the accident.

Under the Influence of Alcohol or Drugs shall be defined as the presence of a measurable amount which is .04% or higher of alcohol in the blood, or a verified positive drug test result, at levels specified by the Substance Abuse and Mental Health Services Administration.

Controlled Substance is any drug included in Schedules I through V, as defined by Section 802(6) of Title 21 of the United States Codes [21 USC 802(6)], the possession of which is unlawful under Chapter 13 of that title. The term does not include the use of prescribed drugs which have been legally obtained and are being used for the purpose for which they were prescribed.

All specimens will be tested at a laboratory certified by the Substance Abuse and Mental Health Services Administration (SAMHSA).¹

ARTICLE 20 – COMPENSATION

All relevant Wage Scales for all grades and steps are inserted at the end of the contract book.

Section 1, Section 1A. Base wage increases as follows:

¹ The City will inform the Union, if and when, SAMHSA makes any changes in testing levels.

Effective FPP January 2011 – 0%

Effective FPP January 2012 – 1% (based on the 2006-2010 SEIU pay scale)

Effective FPP January 2013 – 0% (bargaining unit members will be placed on new pay scale)

Section 1B.-Lump Sum Payment

Employees who had any portion of their FY2010 base wage increase delayed for a the three hundred and sixty four (364) day period will receive a lump sum payment equal to the actual dollar value of base wages not earned during the three hundred and sixty four (364) day period, less all applicable taxes and deductions. The lump sum payment will be based on an employee's base wage and will not include any retroactive payment of overtime or additional earnings that occurred during the FY10 wage delay period.

The City will compensate employees within ninety (90) calendar days from the date the City Council approves the funding of this agreement.

Section 2. *Mileage. Effective upon execution of this Agreement, the mileage allowance shall be the IRS rate.*

Section 3. Compensation Grade Appeal. The City and Union shall create a joint Compensation Grade Appeal Committee (Committee) comprised of up to two (2) individuals designated by the Union and up to two (2) individuals designated by the City. The Committee shall meet periodically in order to review a claim by the Union that certain position(s) should receive a compensation upgrade. The Committee may ensure that a job audit is completed as part of its review.

The Union agrees that any position for which an appeal is made was properly graded on the effective date of this Agreement. In considering an appeal, the Committee shall not examine changes in the job content in the position for which the appeal is claimed that occurred prior to the effective date of this Agreement. Rather, the review shall be restricted to a review on the issue of whether, after the effective date of this Agreement, there was a fundamental and substantial change in the job content of such position that could have the effect of changing its compensation grade. Further, the review shall not consider perceived changes in job duties related to new technology, state or federal mandates, and/or to increases in the volume of work or duties.

At the completion of its review, the Committee shall issue a non-binding recommendation to the City relative to the claim. The Union has the right to file and advance a grievance filed over the outcome of such recommendation under and in conformance with Article 7 of this Agreement except that in no event shall such grievance be subject to arbitration without the written agreement of the City of Boston's Office of Labor Relations.

In the event that the Committee unanimously recommends an upgrade, written agreement from the Office of Labor Relations shall not be withheld. Such arbitration shall be a de novo proceeding based on the standards set forth in paragraph two (2) of this section. In such arbitration, the Committee's recommendation and deliberations are not admissible. Furthermore, the arbitrator shall draw no inferences or base any findings on the fact that the dispute is before him/her.

Section 4. No moneys shall be paid under this Agreement unless and until the funds necessary to implement this Agreement have been appropriated. The provisions of Section 18 of Chapter 190, Acts of 1982, are incorporated into this Agreement.

Section 5. Promotional Raises. No employee shall lose pay upon promotion (e.g., when promoted from a position to which he/she had been provisionally promoted); nor shall any employee receive an increase in pay upon promotion of less than \$10.00 unless a \$10.00 increase would raise that employee's salary higher than the highest step in the grade to which he/she has been promoted, in which case the employee shall go to the highest step in such grade.

Section 6. All compensation adjustment letters (letters of special circumstances as defined in Section 9F and 9(F) (1) of the City of Boston's Compensation Plan) shall be posted on a bulletin board set up for that purpose in a convenient and public place at the Personnel Divisions in City Hall, Frontage Road and Boston Police Department.

ARTICLE 23 – INSURANCE

Section 1. Health Insurance Opt-Out. Bargaining unit members declining the City's health insurance benefit shall be eligible for the City's opt-out insurance benefit pursuant to the City's health insurance policy. Those bargaining unit members shall receive fifteen hundred dollars (\$1,500)

annually for opting-out of an individual plan or twenty-five hundred dollars (\$2,500) annually for opting-out of a family plan under the above-mentioned policy.

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

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

- (a) Your spouse's/partner's plan (as long as he or she is covered by someone other than the City of Boston, Boston Water and Sewer Commission, or the Boston Public Health Commission;
- (b) A private plan;
- (c) A plan offered through a second employer (if you have a job that provides health care benefits); or
- (d) A retiree health plan from an employer other than one of the City of Boston groups.

Section 2. Health Insurance. The City's contribution to group hospitalization premiums shall be as follows:

- (a) The City shall cease to offer Master Medical to bargaining unit members. On July 1, 2007, the City shall offer the indemnity PPO known as Blue Care Elect Preferred. The City's rate of contribution for the indemnity PPO shall be 75%. The employee's rate of contribution shall be 25%.
- (b) the City's rate of contribution for all approved and authorized health maintenance organizations shall be 87.5%. The employee's rate of contribution for all approved and authorized health maintenance organizations shall be 12.5%.
- (c) the City's rate of contribution for all approved and authorized point of service products shall be 82.5%. The employee's rate of contribution for all approved and authorized point of service products shall be 17.5%.
- (d) the City's rate of contribution for all approved and authorized health maintenance organizations shall be 85%. The employee's rate of contribution for all approved and authorized health maintenance organizations shall be 15%.
- (e) the City's rate of contribution for all approved and authorized point of service products shall be 80%. The employee's rate of contribution for all approved and authorized point of service products shall be 20%.
- (f) Adoption of M.G.L. Chapter 32B § 18.
The following three paragraphs are effective October 1, 2007:
 - i. The Union agrees to support legislation that would allow Cities and Towns to adopt Section 18 and have the option of applying the provisions of Section 18 prospectively.
 - ii. In the event the legislature takes no action on the above-mentioned matter by June 30, 2008, the Union will support the adoption of Section 18, in its current form, by the Boston City Council.

iii. Upon adoption by the Boston City Council, the City will meet with the Union and bargain over the impact that the adoption will have on current members upon their retirement. The Union agrees that it will not require the City to bargain such impacts as part of a subsequent successor bargaining agreement even if the parties are already in negotiations for a successor bargaining agreement.

(g) If the City enters into any voluntary agreement with any of the City's other municipal unions, except for Water and Sewer and the teachers, and if that particular union receives a lower share of health insurance premium cost at any point of the last year of our contract, then we will re-open the contract with regards to the employee contribution to the HMO and POS premium. Effective only through the life of the contract.

Section 3. Dental/Vision. The City will continue the current dental/optical insurance through the Massachusetts Public Employees Fund available to the members of the bargaining unit, paid in full by the employer. No dispute or claim relative to any and all aspects of the dental/vision plan, including but not necessarily limited to claims related to the Fund's administration of such plan, the level of benefits provided by such plan, and/or any modification(s) to such plan, is subject to Article 7 (Grievance Procedure) of the collective bargaining agreement.

ARTICLE 24 – DURATION OF AGREEMENT

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. In witness whereof, the City of Boston and the Society, hereto have caused the Agreement to be signed, executed and delivered on the 19th day of July, 2012.

By First-Class and Certified Mail

DATE
EMPLOYEE'S NAME
LAST KNOWN ADDRESS
LKA

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**
- **Make a proper written request for a medical or other leave of absence; AND**
- **Produce sufficient documentation for your continued absence.**

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) 635-XXXX should you have any further questions.

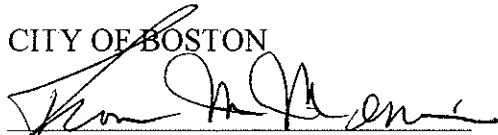
Sincerely,

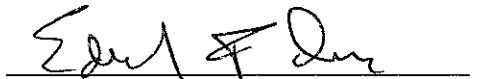
DEPT PERSONNEL OFFICER

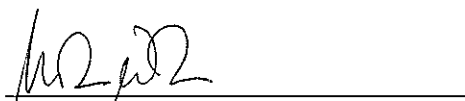
cc: Union Representative
Employee's Supervisor
Personnel File

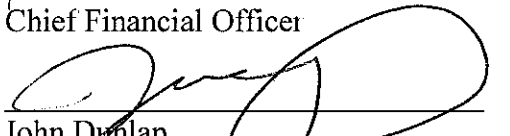
In witness hereof, the City of Boston and the Boston Police Detectives Benevolent Society, Forensics Group, have caused the Agreement to be signed, executed and delivered on the _____ day of _____, 2012

CITY OF BOSTON



Thomas M. Menino, Mayor of Boston


Edward Davis, Police Commissioner



Meredith Weenick,
Chief Financial Officer

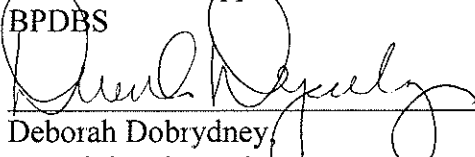

John Dunlap,
Chief of Labor Relations and Personnel



Paul Curran, Director
Office of Labor Relations


Vivian Leonard, Director
Office of Human Resources

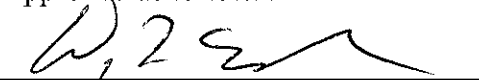
BPDBS-Forensics Group


Gerlando Sanfilippo, President
BPDBS


Deborah Dobrydney,
Bargaining Committee


Kevin Kosiorek,
Bargaining Committee

Approved as to form:


William F. Sinnott,
Corporation Counsel