

A G R E E M E N T

between

CITY OF BOSTON

and

MUNICIPAL POLICE PATROLMEN'S ASSOCIATION

Effective: July 1, 1987
Expiring: June 30, 1990

AGREEMENT

THIS AGREEMENT is made under Chapter 150E of the General Laws, by and between the City of Boston, hereinafter called the "City", or the "Municipal Employer", acting by and through its Mayor, and the Municipal Police Patrolmen's Association, hereinafter called the "Association". Acting also as a party to this Agreement will be the Public Facilities Commission, hereinafter called the "Commission".

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 participation of employees in the collective bargaining process contributes to the effective conduct of the public business and police administration; and

WHEREAS, the parties to this Agreement consider themselves mutually responsible to establish stable and meaningful relations based on this Agreement;

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

ARTICLE I.

Persons Covered By This Agreement

Section 1. The City recognizes the Municipal Police Patrolmen's Association as the exclusive representative for purposes of collective bargaining relative to wages, hours, and other conditions of employment for all security employees employed by the City, including:

- a) All site officers and patrol officers in the Public Facilities Commission of the City, and
- b) All security officers and guards in the Department of Real Property of the City.

Section 2. The City and the Association agree that the following employees shall not be deemed persons covered by this Agreement:

Manager of Security - Public Facilities Commission

Assistant Manager of Security - Public Facilities Commission

Operations Manager - Public Facilities Commission

Director of Security - Real Property Department

Senior Supervisor of Security - Real Property Department

Supervisor of Security - Real Property Department

All corporals, sergeants, and lieutenants

All security officers and guards employed by the Department of Health and Hospitals of the City

All civilian employees of the Public Facilities Commission and/or Real Property Department of the City

All managerial and confidential employees of the Public Facilities Commission and/or Real Property Department of the City

All sanitary code enforcement personnel of the Commission

All other employees of the Public Facilities Commission and Real Property Department of the City.

Section 3. 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, and

(c) this Agreement shall conform in all respects with the provisions of G.L. Chapter 150E, Section 3.

The City and the Association 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

All employees hired after July 6, 1976, shall be subject to the terms of the City of Boston Residency Ordinance enacted on that date.

ARTICLE II.

NON-DISCRIMINATION

Section 1. Non-Discrimination. The City and the Association agree not to discriminate against any employee because of race, color, religion, creed, ancestry, national origin, military status, sex, sexual preference, age, physical or mental handicap, parental status, marital status, union activity and membership or non-membership in the Association.

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.

Section 3. Affirmative Action. The City and the Association agree to apply the concept of affirmative action consistent with the terms of this agreement.

ARTICLE III.

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 its Mayor 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 of 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 IV.

PAYROLL DEDUCTION OF AGENCY SERVICE FEE

Section 1. Pursuant to General Laws, Chapter 150E, Section 12, to assure that employees covered by this Agreement shall be adequately represented by the Association in bargaining collectively on questions of wages, hours, and other conditions of employment, the Collector-Treasurer of the City shall deduct from each such employee during the life of this collective bargaining Agreement and pay over to the Association, the exclusive bargaining agent of such employees, as an agency service fee, the amount determined by the

Association to be equal to the amount required to become a member and remain a member in good standing of the Association.

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

ARTICLE V.

MANAGEMENT RIGHTS

Section 1. Subject to the express provisions of this Agreement, the Municipal Employer and the Commission 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/its Department and Commission.

Section 2. The City reserves and retains the right to contract out work or subcontract out work, except as otherwise provided in the Paid Detail Article of this Agreement. 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 within the employee's department (Real Property or the Commission) which the employee is qualified to fill.

ARTICLE VI.

PROBATIONARY PERIOD

Section 1. All employees covered by this Agreement who are first hired after the date of execution of this Agreement shall serve a one (1) year probationary period. All other employees who have completed six (6) months of service with the Department or the Commission shall have completed their probationary period.

Section 2. Upon completion of the probationary period, an employee shall, for the purposes of this Agreement and the rights, obligations and benefits thereunder, be deemed a permanent City employee and for no other purposes.

ARTICLE VII.

DISCIPLINE AND DISCHARGE

Section 1. An employee who has completed his/her probationary period as that term is defined in Article VI shall not be disciplined, suspended or discharged except for just cause. An employee who appeals his suspension or discharge under Civil Service law, retirement law or any other statutory appeal procedure

shall not have access for such grievance to the grievance/arbitration procedures of this Agreement.

In the event of group discipline arising out of the same incident, the dispute shall not be processed under said grievance/arbitration procedures unless all employees subject to the group discipline so elect to proceed in this manner.

Section 2. The City agrees to apply the concept of progressive discipline in all but the most serious cases.

ARTICLE VIII.

GRIEVANCE PROCEDURE AND ARBITRATION

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

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

Step #1. The Association Grievance Committee, not to exceed three (3) in number, with or without the aggrieved employee, shall present the grievance orally to the Director of Security or the Manager of Security or their respective designees. The parties shall attempt to resolve the grievance informally.

If they are unable to do so, the Association shall reduce the grievance to writing, within twenty (20) calendar days after the aggrieved employee or the Association 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 Director of Security or the Manager of Security shall answer the grievance in writing within

seven (7) calendar days after the Association's submission of the written grievance to him.

Step #2. If the grievance is not settled at Step #1, it shall be presented in writing to the Appointing Authority or his designee in the Department/Commission in which the aggrieved employee serves within ten (10) calendar days after the Step 1 answer is received, or it shall be waived. The Appointing Authority or his designee shall hold a hearing within ten (10) calendar days of receipt of the grievance, with the Association's Grievance Committee, and shall answer the grievance in writing within seven (7) calendar days after the hearing has been completed.

Step #3. If the grievance is not settled at Step #2, it may be submitted to the City's Office of Labor Relations within ten (10) calendar days of the Association's receipt of the Step #2 answer, or it shall be waived. A Step #3 hearing shall be held within ten (10) calendar days of the receipt of the grievance at Step #3, with the Association's Grievance Committee. 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 said Office may from time to time designate, and the Association's Committee may include its counsel. The City shall issue an answer to the grievance within ten (10) calendar days after the Step #3 hearing has been completed.

Step #4. If the grievance is not satisfactorily resolved at Step #3, the Association, and not any individual employee, may submit the matter to arbitration. Such submission must be made within thirty (30) calendar days after receipt by the Association of the Step #3 answer. "Submit to arbitration" means a letter to the Office of Labor Relations, postage prepaid, postmarked, or hand delivered with the specific time limit.

Section 3. Written submission of grievances at Step #2 shall be in not less than triplicate, on forms to be agreed upon jointly, and shall be signed by representatives of the Association 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, and dated, by

the Municipal Employer's representative and the Association's representative. Where no adjustment is reached the grievance form should bear a notation that the grievance is unsettled.

Section 4. Arbitration.

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

(1) The arbitrator shall be selected by mutual agreement of the parties. If the parties fail to agree on a selection in the first instance, the American Arbitration Association shall be requested to provide a panel of arbitrators from which a selection of a single arbitrator shall be made.

(2) The decision of the arbitrator shall be final and binding on the parties. In cases where the question of arbitrability is raised, the arbitrator may decide the arbitrability of the grievance. In the event the City raises the question of arbitrability, the arbitrator may receive evidence and testimony on arbitrability and the merits at the same hearing.

(3) The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall bear the expense of preparing and presenting its own case.

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

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

Section 6. The arbitrator hereunder shall be without power to alter, amend, add to, or detract from the language of this Agreement. The 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. Expedited Arbitration.

It is understood that a grievance alleging a violation of Article VII, Section 1, may be initiated at Step #3 of the Grievance Procedure set forth above so long as the Association notifies the Appointing Authority and the Office of Labor Relations three (3) calendar days in advance of initiation at Step #3.

Section 8. Time limits referred to in this Article may be extended by mutual agreement by the parties acting at the respective Steps of the Grievance/Arbitration Procedure.

Section 9. Grievance of a General Nature. Any grievance affecting a group or class of employees may, at the option of the Association, be filed at Step #3 of the procedures set forth above, within the twenty (20) day time limit referred to in Section 2, Step #1, of this Article.

ARTICLE IX.

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 Association agrees that neither it nor any of its Officers or agents will call, institute, authorize,

participate in, sanction or ratify any such work stoppage, strike, 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 Association 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 Association 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 Association of its obligations under Section 1 and Section 2 of this Article, there shall be no liability on the part of the Association nor of its officers or agents for any damages resulting from the unauthorized breach of the agreements contained in this Article by individual members of the Association.

ARTICLE X.

STABILITY OF AGREEMENT

Section 1. No agreement, understanding, alteration or variation of the agreements, terms or provisions herein contained shall bind the parties hereto

unless made and executed in writing by the parties hereto.

Section 2. The failure of the Municipal Employer of the Association 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 Association to future performance of any such term or condition, and the obligations of the Association and the Municipal Employer to such future performance shall continue in full force and effect.

ARTICLE XI.

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 by the serious illness or disability arising out of or caused by pregnancy or childbirth.

Sick leave shall accrue at the rate of one and one-quarter ($1\frac{1}{4}$) days for each month of actual service not to exceed fifteen (15) working days in any calendar

year provided, however, employees hired after the date of execution of this Agreement shall accrue sick leave at the rate of one (1) day for each month of actual service, not to exceed twelve (12) working days in each calendar year, only during their first twelve (12) months of employment, and at the rate of one and one-quarter ($1\frac{1}{4}$) days for each month of actual service thereafter. Sick leave shall not be used prior to it having accrued.

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.

Section 2. No employee shall be entitled to sick leave without loss of pay as provided in Section 1 of this Article unless the employee has notified his/her immediate superior of his/her absence and the cause thereof at least one hour prior to the start of the employee's scheduled shift or as soon as practicable thereafter.

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. In the event that an employee desires to leave work early as a result of personal illness, he is required to be seen by a physician of his choice or a physician at the Boston City Hospital prior to receiving authorized sick leave.

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 payments (Workmen's Compensation), will result in the payment of his/her full salary for any particular workweek.

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 the date disability (Workmen's) Compensation is awarded, except that such sick leave shall be offset proportionately by a disability benefit that is awarded retroactively to the date disability was incurred.

Section 6. An annual report of sick leave shall be made available upon 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:

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

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

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 sick leave and shall be subject to disciplinary action in accordance with the provisions of Article VI.

Section 9. Personal Days. Every employee who has completed six (6) months or more of service, shall be eligible for two (2) personal days to be taken in the calendar year, charged to sick leave, at a time or times requested by the employee. Effective January 1, 1987, only one (1) personal day shall be charged to sick leave. Every employee who has completed less than six (6) months of service shall be eligible for one (1) personal day, charged to sick leave, to be taken during the calendar year.

Any employee hired after the execution date of this Agreement shall be entitled to one (1) personal day upon completion of six (6) months of service, charged to sick leave, and to two (2) personal days upon completion of the probationary period.

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. Reasonable notice shall be given for personal days in accordance with present practice.

Section 10. Sick Leave Committee. A Sick Leave Committee is hereby established, to consist of the Director of Security and the Manager of Security, and three (3) Association representatives to be designated by its Board of Officers. The Committee shall meet

every other month to review sick leave records of employees.

Section 11. Sick Leave Buyback Committee. The City and the Association agree that an equal number of members from both parties may meet to discuss and study the concept of sick leave buyback upon retirement.

ARTICLE XII.

VACATION LEAVE

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

Section 2. Vacation leave shall be calculated as follows:

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

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

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

Length of Service as of January 1 Vacation Entitlement
In Calendar Year

Less than six (6) months.....one (1) week

More than six (6) months,
but less than four (4) years.....two (2) weeks

More than four (4) years,
but less than nine (9) years.....three (3) weeks

More than nine (9) years,
but less than fourteen (14) years.....four (4) weeks

More than fourteen (14) years.....five (5) weeks

Each vacation week shall consist of five (5) work days.

Section 3. For the purpose of determining vacation leave under Section 3 and Section 4 of this Article, all service with the Commonwealth of Massachusetts, the City of Boston, or the County of Suffolk shall be included in computing length of service.

Section 4. An employee may secure the benefits of Sections 2, 3, and 6 of this Article only during active service; and no rights under said sections shall accrue to an employee in the event of the termination of his employment before the vacation leave therein authorized

has been actually taken, except as specifically provided in Sections 8 and 9 of this Article.

For the purpose of computing "actual work" under Section 2 of this Article, up to twelve (12) weeks may be counted during the vacation eligibility year for any of the following causes:

All Paid Vacation Leave:

Paid Sick Leave.....up to four (4) weeks;

Military Leave.....up to four (4) weeks.

In addition to the above, up to one (1) year of disability leave (Workers' Compensation) may be counted as "actual work".

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

Section 6. If the employment of any employee entitled to vacation leave under Section 2, Section 3

or Section 4 of this Article is terminated by death or retirement without the employee having been granted such vacation, such employee, or in the case of death, the employee's estate, or as provided in Section 111(I) of M.G.L. c 41, the employee's surviving spouse or next of kin, shall be paid an amount in lieu of such vacation, provided, that no monetary or other allowance has already been paid therefore, and provided, further, if the employment is terminated by death or retirement before January 1, that the employee has actually worked for the Municipal Employer for six (6) months in the aggregate since December 31 of the preceding year.

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

Section 8. Vacation leave shall be taken at such time as, in the opinion of the Appointing Authority, will cause the least interference with the regular work of his department/commission. Subject to the foregoing, vacation leave selection shall be determined by an employee's seniority only within the Department or the Commission, as set forth in the Seniority Article.

Vacation leave may not be carried over from one calendar year to another without the express written authorization of the Employer.

Section 9. Each employee shall be entitled, at his option, to take not more than two (2) weeks of his vacation eligibility during the summer vacation period June 1 to September 15. Summer vacations must be picked by April 1st, and shall be posted at least 30 days prior to April 1st. Winter Vacations must be picked by September 1st, and shall be posted at least 30 days prior to September 1st. The vacation time period will be from Sunday to Sunday.

Section 10. Employees may take one (1) week of their vacation period in individual day(s), provided they give at least 48 hours notice to the Department/Commission, and provided, further, they obtain the approval of the Appointing Authority for such day(s), which approval shall not be unreasonably denied, subject to the operating needs of the Appointing Authority.

ARTICLE XIII.

HOURS OF WORK AND OVERTIME

Section 1. Scheduled Tours of Duty or Work Shifts. Employees shall be scheduled to work on regular work shifts or tours of duty and each work shift or tour of duty shall have the following regular

starting and quitting time. Work schedules shall be posted on all bulletin boards at all times and copies shall be given to the Association.

The tours of duty (work shifts) and hours of work of the day and the two night platoons are as follows:

Tours of duty (work shifts) are number 1, 2 and 3.

The hours of the tours of duty for the security officers and guards of the Real Property Department of the City are as follows:

The hours of tour of duty #1 are from 11:45 P.M. to 7:30 A.M. (Midnight Shift).

The hours of tour of duty #2 are from 7:30 A.M. to 4 P.M. (Day Platoon).

The hours of tour of duty #3 are from 4:00 P.M. to 11:45 P.M. (Evening Shift).

The hours of the tours of duty for the patrol officers and site officers of the Public Facilities Commission are as follows:

The hours of tour of duty #1 are from 11:00 P.M. to 7:00 A.M. (Midnight Shift).

The hours of tour of duty #2 are from 7:00 A.M. to 3:00 P.M. (Day Platoon).

The hours of tour of duty #3 are from 3:00 P.M. to 11:00 P.M. (Evening Shift).

Platoons are numbered First, Second and Third. The First Platoon is a night Platoon and works tour of duty #1. The Second Platoon is the day platoon and

works tour of duty #2. The Third Platoon is a night platoon and works tour of duty #3.

In addition to the above basic tours of duty or work shifts, there are the following additional tours of duty or work shifts for the patrol officers and site officers of the Public Facilities Commission:

<u>OVERLAP CAR SHIFT OR TOUR</u>	12 Midnight to 8 A.M.
	4 P.M. to 12 Midnight
<u>CANINE UNIT</u>	6 P.M. to 2 A.M.
<u>EDIC PARKING LOT</u>	6 A.M. to 2 P.M.
<u>HYDE PARK MUNICIPAL BUILDING</u>	2 P.M. to 10 P.M.
<u>CURTIS HALL</u>	2 P.M. to 10 P.M.
<u>26 COURT STREET</u>	7 A.M. to 3 P.M.
	3 P.M. to 11 P.M.

Section 2. Work Schedules, Day-Off or Squad Schedules.

(a) All employees shall receive not less than one hundred twenty-one and one-third (121 1/3) regular days off annually, and not less than two (2) consecutive regular days off weekly, in accordance with and characteristic of the present "four and two" work schedule. Under such schedule, all employees shall receive fourteen (14) regular days off in each six week period; within each six week period, the work cycle for the four and two work week shall be completed. An employee's day off drops back one (1) day every week.

Employees shall work four (4) consecutive days on and then receive two (2) consecutive days off.

(b) Excepted from the regular four and two work schedule set forth in paragraph (a) above, shall be employees assigned to the Day Platoon as follows, each of whom shall work five (5) consecutive days on, Monday through Friday, and receive two (2) consecutive regular days off, Saturday and Sunday:

- (i) Employees attending school, training or courses on assignment by the Director of Security or the Manager of Security,
- (ii) Employees assigned to an approximate twelve (12) week or longer period of training at a Police Academy,
- (iii) Employees assigned to administrative schedules as specified in Appendix A attached.

Under the five (5) day work week above-mentioned, each such employee so assigned shall be entitled to and shall receive, in addition to the two (2) consecutive regular days off weekly, seventeen and one-third ($17 \frac{1}{3}$) additional regular days off annually, so that each such employee so assigned shall receive the same number of regular days off annually as will employees working the four and two schedule described in paragraph (a) above. These seventeen and one-third ($17 \frac{1}{3}$) additional regular days off shall be taken one (1) each

three (3) weeks, on holidays, when a holiday falls during an employee's attendance at school, etc., or at Police Academy training in accordance with the provisions of subparagraphs (i) and (ii) above or otherwise in accordance with a schedule that shall be determined by the Chief of Security and the Manager of Security and the Association

(c) The City agrees that all work shifts, work week and day off or squad schedules specified in or referred to in this Article shall remain in force and effect, unless changed by mutual agreement of the parties.

(d) All employees, shall be entitled to a lunch/dinner relief, in accordance with present practice, including employees working a day tour of duty in the Real Property Department, subject, however, to the needs of said Department and the Public Facilities Commission.

Section 3. Overtime Service. All assigned, authorized or approved service outside or out of turn of an employee's regularly scheduled tour of duty (other than paying details), including service on an employee's scheduled day-off, or during his vacation, and service performed prior to the scheduled starting time for his regular tour of duty, and service performed subsequent to the scheduled time for conclusion of his regular tour of duty, and including court-time,

shall be deemed overtime service subject to the following rules:

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

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

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

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

B. If an employee who has left his place of employment or last duty assignment after having completed work on his regular tour of duty is called back to work, or if an employee is so recalled on a scheduled day off or during his vacation, he shall be paid on an overtime basis for all such time and shall be guaranteed a minimum of four (4) hours of overtime pay therefor. It is understood that the four (4) hour guaranty does not apply when an employee is called in early to work prior to the normal starting time of his scheduled tour of

duty, in which event such employee shall receive overtime pay only for the actual time worked prior to the commencement of such tour.

C. Overtime service shall not include:

(1) an out-of-turn tour of duty which is substituted for a regularly scheduled tour of duty by mutual agreement between the Department or the Commission and the employee;

(2) swapped tour(s) of duty between individual employees by their mutual agreement, on reasonable notice and subject to the approval of the Director of Security or the Manager of Security, which approval shall not unreasonably be denied;

(3) a change in the schedule of an employee who is shifted from one platoon to another platoon or from one tour to another tour for a period of fourteen (14) or more consecutive calendar days, or for a period of less than fourteen (14) consecutive calendar days if for the purpose of in-service training or courses.

D. The scheduled tours of duty of individual employees or groups of employees will not be changed or altered for the purpose of avoiding the overtime provisions of this Article.

Section 4. Scheduling of Overtime. In emergencies or as the needs of service require, employees may be required to perform overtime work. Employees shall be given as much advance notice as possible of

overtime work. Scheduled overtime shall be posted and distributed to all employees on an equitable and fair basis. Employees, other than those required to work beyond their normal tour of duty due to the exigencies of their workday, shall have the option of declining offered overtime; but in the event that sufficient personnel do not accept such offered overtime on a voluntary basis, or in the event of emergency situations where time is of the essence in executing the overtime job, such additional personnel as are deemed necessary by the City may be required to work overtime on an assigned basis. All employees shall be afforded the opportunity to accept overtime service, but there shall be no discrimination against any employee who declines to work overtime on a voluntary basis. The Department will seek to avoid assigning overtime (as contrasted with voluntary overtime) to employees working with night platoons who are required to attend court, etc. before or after their tours of duty or on days off, so that such employees may be afforded every opportunity for required rest or to attend to their personal business before and after working hours or on a day off.

Section 5. Method of Compensation for Overtime Service.

A. An employee who performs overtime service in accordance with the provisions of this Agreement shall

receive, in addition to his regular weekly compensation, time and one-half his straight-time hourly rate of pay for each hour or fraction thereof of overtime service. The straight-time hourly rate shall be computed as one-fortieth of an employee's regular weekly compensation.

B. Employees shall not be required to accept compensatory time off in lieu of monetary compensation for overtime service.

C. Pay for overtime service shall be in addition to and not in lieu of holiday pay or vacation pay, and shall be remitted to employees as soon as practicable after the week in which such overtime service is performed.

D. An employee who is not scheduled to work on a holiday but who is called in to work on such holiday shall receive double his straight-time hourly rate for each hour of such service in lieu of the time and one-half rate specified in paragraph A of this Section (but not in lieu of holiday pay). An employee who is called in for overtime (court-time) service during his vacation shall receive, in addition to the overtime compensation otherwise provided under paragraph A of this Section, a compensatory day off for each such day of vacation on which he performs overtime (court-time) service.

ARTICLE XIV.

COURT TIME

Section 1. Definition. Employees who are not scheduled to work and who, in the performance of their duties with the Municipal Employer, attend as witnesses, or in any other capacity, on behalf of the City, the Commonwealth or the Federal Government in a: criminal or other case pending in any district, superior, juvenile or federal district court; before any grand jury proceedings or any related conferences or meetings, shall be entitled to overtime compensation for every hour or fraction thereof during which they were in such attendance.

Section 2. Compensation. Any such employee shall be paid time and one-half his straight-time hourly rate of pay for any such attendance or appearance, but in no event less than four (4) hours such pay, on an overtime service basis; provided, however, that if any such occasion occurs on a holiday which falls on an employee's day off or during his vacation, the employee shall receive the additional pay due him under the holiday and vacation provision of this Agreement.

ARTICLE XV.

COMPENSATION

Section 1. Salary Schedule.

(a) Effective July 1, 1987, the salary schedule of employees shall be as follows:

SITE OFFICERS/SECURITY OFFICERS/GUARDS

Step 1 <u>Entry</u>	Step 2 6 Months of <u>Service</u>	Step 3 18 Months of <u>Service</u>
\$290.75	\$328.98	\$348.56
Step 4 30 Months of <u>Service</u>	Step 5 42 Months of <u>Service</u>	
\$368.72	\$390.39	

PATROL OFFICERS

Step 1 <u>Entry</u>	Step 2 6 Months of <u>Service</u>	Step 3 18 Months of <u>Service</u>
\$290.75	\$340.39	\$360.54
Step 4 30 Months of <u>Service</u>	Step 5 42 Months of <u>Service</u>	
\$381.28	\$403.98	

b) Effective December 30, 1987, the salary schedule of employees shall be as follows:

SITE OFFICERS/SECURITY OFFICERS/GUARDS

Step 1 <u>Entry</u>	Step 2 6 Months of <u>Service</u>	Step 3 18 Months of <u>Service</u>
\$290.75	\$328.98	\$348.56
Step 4 30 Months of <u>Service</u>	Step 5 42 Months of <u>Service</u>	Step 6 54 Months of <u>Service</u>
\$368.72	\$390.39	\$398.19

PATROL OFFICERS

Step 1 <u>Entry</u>	Step 2 6 Months of <u>Service</u>	Step 3 18 Months of <u>Service</u>
\$290.75	\$340.39	\$360.54
Step 4 30 Months of <u>Service</u>	Step 5 42 Months of <u>Service</u>	Step 6 54 Months of <u>Service</u>
\$381.28	\$403.98	\$412.06

(c) Effective July 6, 1988, the salary schedule of employees shall be as follows:

SITE OFFICERS/SECURITY OFFICERS/GUARDS

Step 1 <u>Entry</u>	Step 2 6 Months of <u>Service</u>	Step 3 18 Months of <u>Service</u>
\$309.65	\$350.36	\$371.21
Step 4 30 Months of <u>Service</u>	Step 5 42 Months of <u>Service</u>	Step 6 54 Months of <u>Service</u>
\$392.69	\$415.77	\$424.08

PATROL OFFICERS

Step 1 <u>Entry</u>	Step 2 6 Months of <u>Service</u>	Step 3 18 Months of <u>Service</u>
\$309.65	\$362.51	\$383.98
Step 4 30 Months of <u>Service</u>	Step 5 42 Months of <u>Service</u>	Step 6 54 Months of <u>Service</u>
\$406.06	\$430.22	\$438.83

(d) Effective January 4, 1989, the salary schedule of employees shall be as follows:

SITE OFFICERS/SECURITY OFFICERS/GUARDS

Step 1 <u>Entry</u>	Step 2 6 Months of <u>Service</u>	Step 3 18 Months of <u>Service</u>
\$309.65	\$350.36	\$371.21
Step 4 30 Months of <u>Service</u>	Step 5 42 Months of <u>Service</u>	Step 6 54 Months of <u>Service</u>
\$392.69	\$415.77	\$432.50

PATROL OFFICERS

Step 1 <u>Entry</u>	Step 2 6 Months of <u>Service</u>	Step 3 18 Months of <u>Service</u>
\$309.65	\$362.51	\$383.98
Step 4 30 Months of <u>Service</u>	Step 5 42 Months of <u>Service</u>	Step 6 54 Months of <u>Service</u>
\$406.06	\$430.22	\$447.60

(e) Effective July 5, 1989, the salary schedule of employees shall be as follows:

SITE OFFICERS/SECURITY OFFICERS/GUARDS

Step 1 <u>Entry</u>	Step 2 6 Months of <u>Service</u>	Step 3 18 Months of <u>Service</u>
\$329.78	\$373.13	\$395.35
Step 4 30 Months of <u>Service</u>	Step 5 42 Months of <u>Service</u>	Step 6 54 Months of <u>Service</u>
\$418.21	\$442.80	\$460.68

PATROL OFFICERS

Step 1 <u>Entry</u>	Step 2 6 Months of <u>Service</u>	Step 3 18 Months of <u>Service</u>
\$329.78	\$386.07	\$408.93
Step 4 30 Months of <u>Service</u>	Step 5 42 Months of <u>Service</u>	Step 6 54 Months of <u>Service</u>
\$432.45	\$458.14	\$476.72

"Service" as referred to in this Section 1 shall include all service as a covered employee in either the Real Property Department or the Public Facilities Commission (e.g. a security officer in the Real Property Department with 18 months of service who becomes a site officer in the Commission and has 12 months of service in such capacity, has 30 months of service for the purpose of Section 1 and would be at Step 4 of the weekly salary schedule for site officers).

Section 2. Weekend Differential. An employee who is regularly scheduled to work between the hours of 11 P.M. Friday to 7 A.M. Monday shall be paid a weekend differential of \$1.00 per hour for each hour of regularly scheduled work during such period, and this

in addition to his regular weekly salary. Weekend differential shall not be included in base pay for the purpose of computing overtime but shall be so included for the purpose of determining vacation pay, sick leave, workers compensation leave and holiday pay, and shall be considered as regular compensation for pension/retirement purposes.

Section 3. Night Shift Differential. Whenever in the course of his regular service an employee works a night shift (Evening, Midnight), or a shift whose hours commence on or after 2 P.M. and prior to 6 A.M., he shall be paid a night shift differential of \$1:00 per hour for all hours which occur between 3 P.M. and 8 A.M. Night shift differential shall be in addition to an employee's regular weekly salary, shall not be included in base pay for the purpose of computing overtime or court-time, but shall be so included for the purpose of determining vacation pay, sick leave, workers compensation leave and holiday pay, and shall be considered as regular compensation for pension/retirement purposes.

Section 4. Specialty/Education Pay Incentive.

a) In addition to his regular salary, an employee who successfully completes the Police Training Academy program (approximately 12 weeks) approved by the

Massachusetts Criminal Justice Training Council shall receive the sum of \$24.00 weekly. Effective December 30, 1987, said sum shall increase to \$26.00 weekly. Effective January 4, 1989, said sum shall increase to \$28.00 weekly. Effective the first Wednesday in January 1990, said sum shall increase to \$30.00 weekly;

b) Effective July 1, 1987 an employee shall receive the higher of the following educational incentives:

For earning an Associate Degree in Law Enforcement or 60 credits toward a Baccalaureate Degree in Law Enforcement, the sum of \$16.00 weekly;

For earning a Baccalaureate Degree in Law Enforcement, the sum of \$24.00 weekly.

c) All employees in the unit shall receive education pay incentives only for Degrees or credits in Law Enforcement programs, except as provided in Sideletter A. Such Degree or credits must be earned in the manner specified by Chapter 835 of the Acts of 1970, as amended.

d) The Appointing Authority of unit members shall administer the provisions of this Section as same apply to education pay incentives.

e) Specialty/education pay incentive payments shall be made weekly, shall be included in base pay for the purpose of computing overtime, court time, sick

pay, workers compensation pay, holiday pay and vacation pay, and shall be considered regular compensation for pension/retirement purposes.

Section 5. Real Property Department Day Shift.

Each unit member employed by the Real Property Department and assigned to a day shift or tour shall receive, in addition to his regular weekly salary specialist compensation in the amount(s) set forth herein which shall be paid weekly, and shall be equivalent to one (1) divided by sixteen (16) times said weekly salary ($1/16 \times \$$). Such compensation shall be included in such employee's regular weekly pay for the purposes of computing sick pay, workers compensation pay, holiday pay, and vacation pay, and shall be considered regular compensation for pension/retirement purposes.

(a) Effective upon execution of this Agreement:

Step 1 <u>Entry</u> \$19.35	Step 2 6 Months of <u>Service</u> \$21.90	Step 3 18 Months of <u>Service</u> \$23.20
Step 4 30 Months of <u>Service</u> \$24.54	Step 5 42 Months of <u>Service</u> \$25.99	Step 6 54 Months of <u>Service</u> \$26.51

(b) Effective January 4, 1989:

Step 1 <u>Entry</u> \$19.35	Step 2 6 Months of <u>Service</u> \$21.90	Step 3 18 Months of <u>Service</u> \$23.20
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Step 4
30 Months of
Service
\$24.54

Step 5
42 Months of
Service
\$25.99

Step 6
54 Months of
Service
\$27.03

(c) Effective July 5, 1989:

Step 1
Entry
\$20.61

Step 2
6 Months of
Service
\$23.32

Step 3
18 Months of
Service
\$24.71

Step 4
30 Months of
Service
\$26.14

Step 5
42 Months of
Service
\$27.68

Step 6
54 Months of
Service
\$28.79

ARTICLE XVI.

HOLIDAYS

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

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Washington's Birthday	Columbus Day
Patriot's Day	Veterans' Day
Memorial Day	Thanksgiving Day
Bunker Hill Day	Christmas Day
Evacuation Day	

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

Section 2. When any of the aforementioned holidays falls on an employee's scheduled workday or on an employee's scheduled day off or during his vacation or during any period of other compensable leave under this Agreement, he shall receive for each such holiday, in addition to his regular weekly compensation, an additional day's pay, computed as one-fifth of his regular weekly compensation. Holiday pay shall be considered as regular compensation for pension/retirement purposes.

ARTICLE XVII.

PAYING DETAILS

Section 1. Distribution. All paying police details shall be distributed to employees within the Real Property Department on a fair and equitable basis, and to employees within the Public Facilities Commission on a fair and equitable basis, as to number of details, hours, compensation and type thereof, and shall be posted and averaged on a continuing three months basis.

All assignments to paid details shall be made by a superior officer and/or unit member assigned by the Director of Security or Manager of Security, who shall be responsible to said Director of Security or Manager of Security for the fair and equitable distribution, within said Department and Commission, of such details.

Section 2. Detail Rates. Effective upon execution of this agreement, paying police detail assignments shall be compensated at the rate of \$18.00 per hour with a minimum guaranty of four (4) hours per detail. The Association, by action of its Board of Officers, shall have the option to increase the detail rate by an amount or amounts not to exceed \$1.00 per hour during the third year of the term hereof, by written notice to such effect delivered to the Director and Manager of Security. In addition to the foregoing rates, the parties may establish premium rates from time to time.

Section 3. Detail Procedure Committee. A Detail Procedure Committee, consisting of the Manager of Security and the Director of Security and the Board of Officers of the Association, shall meet on an ongoing monthly basis to establish procedures governing the fair and equitable distribution of details, as provided in Section 1 of this Article, provided, however, the failure of agreement on such procedures shall not affect, in any manner or way, the requirement that all details shall be distributed to employees, within said Department and Commission, on a fair and equitable basis, and shall be posted and averaged as provided in Section 1.

Section 4. Only in the event insufficient employees are available for or desirous of working paying details shall such details be offered to other police

agencies of the City of Boston. In no event shall any work jurisdiction relating to paying details or paying detail opportunities of employees be assigned to, or performed by, or contracted out to private security agencies.

Section 5. Paying details shall be voluntary.

Section 6. An employee's claim that he has not received his fair share of details pursuant to the provisions of this Article, shall constitute a grievance under this Agreement. The Association's claim that paying details are not being distributed fairly and equitably shall similarly constitute a grievance under this Agreement.

ARTICLE XVIII.

UNIFORMS AND EQUIPMENT

Section 1. Uniforms/Clothing. Each employee shall receive an annual uniform/clothing allowance of Three Hundred (\$300) Dollars, in two (2) equal cash installments of \$150.00 each, the first such installment to be paid to each employee prior to the second payday in July of each year, and the second such installment to be paid to each employee prior to the second pay day in December of each year.

During an employee's probationary period the Commission/Real Property Department shall provide probationary employees with uniforms according to the current practice. An employee after completing his/her

probationary period shall be entitled to the cash uniform allowance referred to above.

Effective upon execution of this Agreement, all employees who retire, resign or are terminated within their first (1st) year of employment with the City shall return all Department/Commission issued uniforms.

Employees agree to comply with Department/Commission regulations on proper dress and the Association will cooperate in effecting such compliance.

Section 2. Equipment. The City shall, at its expense, furnish employees covered by this Agreement with and replace equipment as needed, as determined by the operating needs of the City, including insignia, nightsticks, revolvers, utility belts, holsters, mace, badges, collar pins, patches, and other equipment as presently furnished employees by and under the practices or Rules and Regulations of the Department/Commission.

The City shall, at its expense furnish all employees of the Public Facilities Commission hired after execution of this agreement with handcuffs. The Commission may replace handcuffs for any employee where necessary.

Section 3. All employees, upon retirement, resignation or termination of their employment with the Commission/Department shall return all equipment which has been issued to them and which they were using on a daily basis in the performance of duty at the time of their retirement, resignation or termination of employment.

ARTICLE XIX.

OTHER LEAVES OF ABSENCE

Section 1. Subject to the operating needs of each department, determined by the Appointing Authority, leave of absence without loss of pay will be permitted for the following reasons:

(A) Attendance by an employee who is a veteran as defined in Section 21, Chapter 31 of the General Laws as a pallbearer, escort, bugler, or member of a firing squad or color detail, at the funeral or memorial services of a veteran, as so defined, or of any person who dies under 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) Attendance by employees, who are delegates or alternates, at the annual convention of the Massachusetts State Labor Council, the American Federation of State, County, and Municipal Employees, AFL-CIO, or Council #93;

(D) Prophylactic inoculation required by the Municipal Employer;

(E) Red Cross blood donations, if made on the premises of the department in which an employee requesting such leave serves;

(F) Promotional examinations conducted under Civil Service law and rules for promotion to any position in the service of the City;

(G) Medical examinations for retirement purposes;

(H) Attendance at hearings in Workers' Compensation cases as the injured person or as a witness. Any witness fees received by such injured person or witness shall be remitted to the Municipal Employer;

(I) Voting time up to a maximum of two (2) hours for voting in a state, municipal, or other election, provided that the hour of opening and closing the polls in the city or town in which an employee is registered to vote would preclude him from voting outside regular working hours, taking into consideration travel time from the polls to his regular place of employment, or vice-versa;

(J) Emergency medical treatment for employee injured during the performance of assigned work. Employees who have returned to regular duty or light duty after having been injured during the 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 or 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 who is a member of a reserve component of the armed forces of the United States shall be granted, in accordance with Section 59 of Chapter 33 of the General Laws, leave of absence with pay, during the time of his annual tour of duty as a member of such reserve component; provided, however, that such leave shall not exceed seventeen (17) days.

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

Section 4. Bereavement Leave. In the event of the death of a spouse, father, father-in-law, mother, mother-in-law, brother, sister, child, grandparent, grandchild, or other member of the employee's immediate household (for a period of six months or more) an employee with six 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. It is understood that these 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.

If an employee requires additional leave for bereavement purposes, leave for such purposes shall be deducted from sick leave allowance, if any.

If sick leave is used for any bereavement purposes described in this Section, it shall not be considered as sick leave for City purposes of monitoring sick leave usage.

Section 5. Pregnancy-Maternity Leave. Whenever a female employee shall become pregnant, she shall furnish the Appointing Authority with a certificate from her physician stating the expected date of her delivery. She may continue to work so long as her physician certifies that she is able to do so. Maternity leave without pay shall be granted, commencing with cessation of actual work under the preceding sentence, for a period not to exceed one (1) year after date of delivery.

Section 6. Parental Leave. Subject to the operating needs of a department, an employee shall be granted one (1) week unpaid parental leave in order to attend the birth, adoption, or care of a new child in the employee's immediate household. At the discretion of the supervisor or manager, an employee may be granted an additional one (1) week unpaid leave. The employee may choose to use any accumulated vacation, sick leave, and/or other leave days for parental leave

purposes. If sick leave is used, it shall not be considered as sick leave for the purpose of monitoring sick leave usage.

Section 7. Medical Leave. Subject to the operating needs of the Department, an employee shall be granted a maximum of one (1) year for unpaid medical leave upon the submission of medical substantiation deemed adequate by the Supervisor of Personnel. All requests for medical leave must be approved by the Supervisor of Personnel. The employee, upon his/her return to service, shall be placed in the same position he/she left (if available) or a similar position of equal classification.

ARTICLE XX.

SAFETY AND HEALTH

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

ARTICLE XXI.

SENIORITY

Section 1. Definition. For the purposes of this Agreement, "seniority" shall be defined as the date of entry or first employment to the position of security officer/guard in the Real Property Department or site officer/patrol officer in the Public Facilities Commission provided that service prior to an authorized medical leave of absence not exceeding three (3) months or prior to a layoff shall be counted. Such time shall not be tacked in the event an employee leaves the employment of said Department in a unit position and takes employment in said Commission in a unit position, or vice-versa.

ARTICLE XXII.

LAYOFF AND RECALL

Section 1. The City and the Association agree that if the City, in its discretion, decides to lay off employees covered by this Agreement, the following procedure shall apply.

Section 2. Definitions.

A. For the purposes of this Article, lay off 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, sepa-

ration due to retirement, or separation constituting discipline or discharge under Article VII.

Section 3. The Real Property Department and the Commission shall, in the event of layoffs, lay off the least senior employee in the job title within the Department/Commission. The City and the Association agree to meet and develop acceptable bumping procedures; provided, however, that no employee within the Commission shall be entitled to bump employees within the Real Property Department and vice-versa. For the purposes of this Section, the layoff of an employee in the Department shall be determined solely by seniority within the bargaining unit members of said Department, and the layoff of an employee in the Commission shall be determined solely by seniority within the bargaining unit members of said Commission.

Section 4. An employee who is laid off or who bumps down, may exercise the following recall rights within the agency he was laid off from:

A. He shall be entitled to notice, by first class mail or actual notice, of vacancies in his job classifications in his agency and prior to filling said vacancies with any other person, the agency shall offer the positions to qualified responding employees according to seniority.

B. Only an employee who has notified his agency in writing of his interest in recall prior to his layoff or bumping down, and who had included a mailing address, shall be entitled to notice of vacancies. The Association shall be notified of vacancies, by mail, when the employee is notified. To be eligible for recall an employee must respond affirmatively to his agency within fourteen (14) calendar days of the postmarked date of notice or date of actual notice. These recall rights shall run for two (2) years from the date of layoff.

Section 5. Any laid-off employee who is subsequently hired, recalled or re-employed shall be credited with his prior service for purposes of determining his salary upon reentry under the Compensation Article of this Agreement.

ARTICLE XXIII.

EMPLOYEE FILES

Section 1. No material 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, and the right to answer any material filed (his answer to be attached to the file copy).

Section 2. Any employee shall have the right, on request at reasonable time, to examine all material in his personnel file and to make a copy thereof.

ARTICLE XXIV.

EMPLOYER PROVISION OF INFORMATION

Section 1. The City shall provide the Association with the following information for unit employees: (a) every two months, a list of all employees new to the unit, date of employment, classification, and department, (b) every six months a list of all employees who have been terminated or who have left the employ of the City for any reason, and (c) a list of employees in each Department/Commission by title listed within each title in order of seniority as defined in this Agreement. Such lists shall be updated every year.

ARTICLE XXV.

EMPLOYEE RIGHTS

Section 1. The members of the Association's Bargaining Committee, not to exceed five (5) (exclusive of counsel for the Association), shall be granted leave of absence without loss of pay or benefits for all meetings between the City and the Association for the purpose of negotiating the terms of a contract or supplements thereto. Association officers, shift representatives and Bargaining Committee members, not to exceed three (3) in any instance, shall be granted

leave of absence without loss of pay or benefits for time required to discuss and process grievances or incidents which could lead to grievances, with the employee or others involved, and to attend all "committee" meetings with the City as provided in this Agreement, and may enter any premises of the Department/Commission at any reasonable time for such purposes provided they give notice of their presence upon arrival to the person in charge.

Section 2. Association officers and shift representatives shall be permitted to discuss official Association business with employees prior to on-duty roll call or following conclusion of a tour of duty or work shift.

Section 3. The Association shall provide the City and keep updated a list of its officers and Bargaining/Grievance Committee members, and of all of its shift representatives.

ARTICLE XXVI.

MISCELLANEOUS

Section 1. The provisions of this Agreement supersede any conflicting or inconsistent rule, regulation or order promulgated by the City, the Commission or the Real Property Department.

Section 2. Space will be provided in City Hall and at the offices of the Commission and its Police Department and at places of assembly of employees for Association bulletin boards of reasonable size, to be supplied by the Association, for the posting of announcements relating to Association business.

Section 3. Should any provision of this Agreement or of any supplement thereto be held invalid by any court or tribunal of competent jurisdiction, or if compliance with or enforcement of any such provision should be restrained by any court, all other provisions of this Agreement and any supplement thereto shall remain in force, and the parties shall negotiate immediately for a satisfactory replacement for any such provision.

Section 4. Retirement Plan. The present State-Boston Retirement Plan applicable to employees shall continue in force and effect.

Section 5. Insurance. The City's contribution to group hospitalization premiums shall be as follows:

Effective May 1, 1985 ... 75% of total premium, including Master Medical Blue Cross-Blue Shield; or the equivalent dollar value of all approved and authorized health care maintenance organization programs.

Section 6. Effective May 1, 1986, mileage allowance shall be \$.20 cents per mile.

Section 7. Drug Testing. During the probationary period, an employee covered by this Agreement may be subject to urinalysis testing to detect illegal drug use. Any such employee who fails to appear for such test when directed to or whose urine contains any illegal drug shall be terminated.

Section 8. Physical Standards. Members of the bargaining unit first employed by the Municipal Employer subsequent to the execution of this Agreement shall abide by and be subject to the physical standards established by the Department of Personnel Administration in Personnel Memorandum, 80-4, known as "Physical Standards for Public Safety Officers", as same may be amended.

ARTICLE XXVII.

DURATION OF AGREEMENT

Section 1. This Agreement shall take effect on July 1, 1987, except as otherwise provided herein, and shall continue in force to and including midnight on June 30, 1990.

On or after November 1, 1989, the Association or the City may notify the other of its first proposals for a new Agreement to be effective on the termination of said Agreement, and the parties shall proceed forthwith to bargain collectively with respect thereto. Notification under this Section shall be accomplished by the Association's delivery of a copy of its

proposals to the Mayor, and two additional copies to the Office of Labor Relations.

Section 2. If a successor Agreement has not been executed prior to June 30, 1990, this Agreement shall continue in force and effect during negotiations for such successor Agreement.

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

7th day of NOVEMBER, 1988.

CITY OF BOSTON

MUNICIPAL POLICE PATROLMEN'S
ASSOCIATION

By Raymond L. Flynn
Raymond Flynn, Mayor

By [Signature]
President

[Signature]
Raymond C. Dooley
Director of
Administrative Services

[Signature]
Vice President (RPD)

Susan M. Coyne
Susan M. Coyne
Special Assistant
Corporation Counsel
Office of Labor Relations

William Keen
Vice President (PFC)

[Signature]
Felix Arroyo
Supervisor of Personnel

[Signature]
Treasurer

Eric G. Chay
Commissioner
Public Facilities
Commission

James R. Pasquale
Secretary
BARGAINING COMMITTEE
MEMBERS

Joseph Mulligan
Joseph Mulligan
Corporation Counsel

Robert L. Wise
Robert L. Wise
Association Counsel


Cynthia S. Denton
Cynthia S. Denton, Supervisor
Office of Labor Relations

SIDE LETTER ON 26 COURT STREET SHIFT

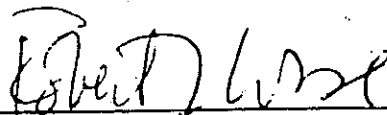
All parties to the collective bargaining Agreement acknowledge that the operating needs of the Commission require that employees assigned to 26 Court Street work overtime.

The Commission agrees to pay overtime for any time worked beyond an 8 hour shift. In the event an employee who is scheduled to work at Court Street does not actually work because of approved sick leave, vacation leave or any other leave of absence, if the employee is entitled to payment under the collective bargaining Agreement he/she will be paid for eight (8) hours of work. The employee's leave account will, in the event they do not work, be charged for eight (8) hours.

The Association agrees that overtime paid pursuant to this Side Letter shall not be the subject of any grievance filed by employees not working at 26 Court Street or by the Association, alleging inequitable distribution of overtime.



Louis Scrima
Assistant Corporation
Counsel
Office of Labor Relations



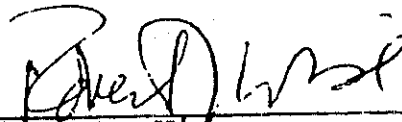
Robert L. Wise
Association Counsel

SIDE LETTER ON PAYING DETAILS

All parties to the collective bargaining Agreement acknowledge that for the purpose of assigning paying details the respective Appointing Authorities shall maintain their present jurisdiction. No employee of the Commission shall be assigned paying details with the Real Property Department and no employee of the Real Property Department shall be assigned paying details with the Commission; provided, however, that if such assignments are the present practice of the respective Appointing Authorities such practice shall continue.



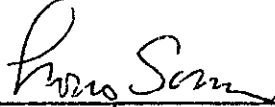
Louis Scrime
Assistant Corporation
Counsel
Office of Labor Relations



Robert L. Wise
Association Counsel

SIDE LETTER ON WAGES PAID TO
ED REAVEY AND JOHN P. OLIVER

All parties to the collective bargaining Agreement acknowledge that, notwithstanding any contrary provision of the Agreement, both Ed Reavey and John P. Oliver will continue to be paid at the patrol officer's rate.



Louis Scrima
Assistant Corporation
Counsel
Office of Labor Relations



Robert L. Wise
Association Counsel

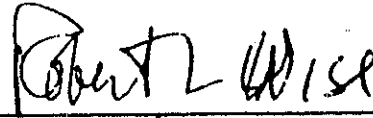
SIDE LETTER ON EDUCATIONAL INCENTIVE PAY

All parties to the collective bargaining Agreement acknowledge that, notwithstanding any contrary provision of the Agreement the following persons shall receive education incentive pay:

John Breen
Charles Rudack
Christopher Adams
Edward Reavey
Dennis Eunson



Louis Scrima
Assistant Corporation
Counsel
Office of Labor Relations



Robert L. Wise
Association Counsel

APPENDIX A

Public Facilities Commission:

26 Court Street, Boston

Hyde Park Municipal Building

Curtis Hall

EDIC Parking Lot

One (1) Mobile Unit

Two (2) one-man mobile units within EDIC

Real Property Department:

BRA Parking Lot

Veteran's Services, 26 West Street

Parking Clerk's Office, New City Hall

Clerk, Director of Security

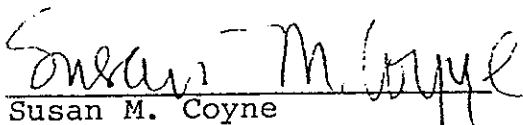
SIDE LETTER A ON EDUCATION INCENTIVE PAY
AND ACADEMY PAY

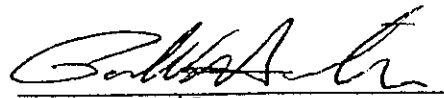
The parties agree to the following:

1) John Breen, Charles Rudack, Christopher Adams and Dennis Eunson shall continue to receive education incentive pay for non-criminal justice degrees and/or credits in the amount of \$16 or \$24 weekly for said degrees/credits, together with the specialty pay provided in Article XV Section 4a.

2) Site officers in the Public Facilities Department and Security Officers/Guards in the Real Property Department who are not academy trained and who are presently receiving education incentives in the amount of either \$40 or \$48 shall continue to receive such education incentive pay. If said employees become eligible for speciality pay pursuant to Article XV Section 4a, they shall receive education incentives as provided in Section 4b.

3) All other employees in the bargaining unit on the date of execution of this Agreement, or who become unit members thereafter, excluding those set forth in sections 1 and 2 above shall receive education pay and academy pay incentives pursuant to Article XV Section 4a and b.


Susan M. Coyne
Assistant Corporation
Office of Labor Relations


Paul Hamilton
Association President

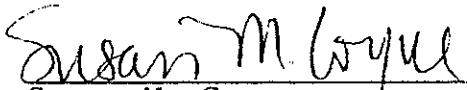
SIDE LETTER ON NIGHT SHIFT DIFFERENTIAL

The following site officers and patrol officers regularly scheduled to work the day shift(s) in the Public Facilities Department shall receive the night shift differential in the amount specified in Article XV Section 3 for all hours actually worked prior to 8 a.m.

John Butler
Victor Munoz
Ronald Promisel
John Breen
Sandra Williams
Patrick Dillon
John Josephs
Simone Sclafani
Paul Costello
Joseph Earner
Dennis Eunson
Robert Darison
James Lewis
Thomas Naughton
Daniel O'Brien
Joseph Robels
Donald Keaton
Martin O'Malley
Charles Rudack
Stacy Boyle
Clair Orton
Virginia Johanson
James Bogiages

The above named officers are eligible to receive such differential so long as they continue to regularly work either the 6 a.m. - 2 p.m. or 7 a.m. - 3 p.m. shifts. They shall be ineligible to receive the differential under this sideletter at such time as they are no longer regularly scheduled to work either of said day shifts.

All Security Officers in the Real Property Department who are regularly scheduled to work the day shift (7:30 a.m. - 4 p.m.) shall not receive any night shift differential for any hours worked prior to 8 a.m. on and after execution of this agreement.



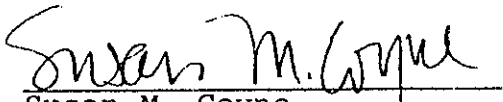
Susan M. Coyne
Assistant Corporation
Counsel
Office of Labor Relations

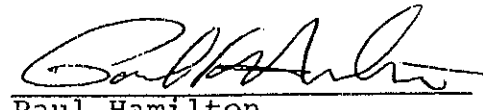


Paul Hamilton
Association President

SIDE LETTER ON HEALTH INSURANCE

All parties to the collective bargaining agreement agree that the City may continue to investigate alternative Health Care Providers in its effort to offer all members the most comprehensive and cost efficient health care coverage possible. The Association shall continue to maintain any and all rights existing pursuant to law.


Susan M. Coyne
Assistant Corporation
Counsel
Office of Labor Relations


Paul Hamilton
Association President

Dorchester, MA 02125
725-4890

RECEIVED
COLLECTOR TREASURER
MAR 5 8 34 AM '91

February 8, 1991

Mr. Lee F. Jackson
Collector/Treasurer
City of Boston
Boston City Hall M-5
Boston, Ma. 02201

Dear Mr. Jackson,

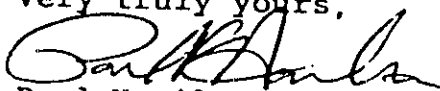
The Comprehensive Dental Services, Inc. and the Dental Maintenance Services, Inc. are providing a dental benefit program to the Boston Municipal Police Patrolmans Association. The deductions for this plan would be taken from the Union Dues in addition to their normal weekly deduction of \$5.00. The cost for the plan will be as follows:

Single.....\$4.22 per week.
Family.....\$10.30 per week.

I would therefore, on behalf of this organization, respectfully request the City of Boston Collector/Treasurer's Office effectuate such deductions as may be indicated by each participant in the program and that the aggregate sum which constitutes the timely payment of premium be made payable to the Boston Municipal Police Patrolman's Association on behalf of CDS/DMS Inc.

The herein above request, is made in compliance with Chapter 723, of the Acts of 1981.

Very truly yours,


Paul Hamilton
President
B.M.P.P.A.

