

# **AGREEMENT**

**between**

**CITY OF CAMBRIDGE**

**and**

**CAMBRIDGE POLICE PATROL  
OFFICERS ASSOCIATION**

**Effective: July 1, 2017**

**Expiration: June 30, 2020**

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This AGREEMENT, and such other agreement entered into to supplement or amend this Agreement, by and between the CITY OF CAMBRIDGE, hereinafter called the "CITY" or the "MUNICIPAL EMPLOYER" and the CAMBRIDGE POLICE PATROL OFFICERS ASSOCIATION, hereinafter called the "ASSOCIATION", in its own behalf and in behalf of the covered members of the Police Department of the City of Cambridge, hereinafter called the "EMPLOYEES".

### **WITNESSETH**

WHEREAS, the well-being of the employees covered by this Agreement and the efficient and economic operation of the Police Department require that an orderly and constructive relationship be maintained between the parties; and

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

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

WHEREAS, this Agreement seeks to implement the capacity of the City of Cambridge to balance stability with progress in police employee-employer relations, this Agreement, as a charter thereof, is purposed to be a living instrument to keep the parties signatory in tune with modern and changing needs of and in law enforcement and employee-management relations;

NOW, THEREFORE, in consideration of the terms and provisions herein in this Agreement contained, the parties mutually agree as follows:

### **ARTICLE 1** **RECOGNITION**

#### **Section 1. Bargaining Agent**

The City recognizes the Association as the sole and exclusive bargaining agent for all police officers employed by the Cambridge Police Department or in the service of the City, excluding the Department Head, Sergeants, Lieutenants, Captains, and all civilian employees who are not employed as police officers of the Department, for the purposes of collective bargaining and engagement in other concerted activities for their mutual aid and protection.

#### **Section 2. Rights/Privileges**

Nothing in this Agreement shall abridge, deprive or limit any covered employee of the Cambridge Police Department, or the Cambridge Police Patrol Officers Association per se, in the exercise of any rights, powers and liberties granted to them or any of them or to which they severally are or may be entitled under the laws of the Commonwealth of Massachusetts, the United States of America, or the ordinances or other legislative acts of the City of Cambridge; and any and all rights and remedies that may exist at law in equity, or otherwise, are hereby by the Association and the respective employees retained and preserved.

**ARTICLE 2**  
**MANAGEMENT RIGHTS**

Subject to this Agreement and applicable law, the City reserves and retains the rights, powers and prerogatives of municipal management. This Agreement shall not contravene any State or Municipal laws. Nor shall this Agreement be interpreted as diminishing the rights of the Municipal Employer to administer and prescribe (subject to this Agreement and applicable law) the methods and means by which the operation of the Police Department shall be conducted.

**ARTICLE 3**  
**ASSOCIATION RIGHTS**

**Section 1. Personnel Policies and Practices**

In coming to decisions having an impact on personnel policies and practices, the City and the Police Department (subject to applicable law and this Agreement) shall assure the Association opportunity of consultation and negotiation in collective bargaining on any contemplated change in wages, hours and working conditions.

**Section 2. Notice and Distribution of Rules/Orders**

A copy of every existent and future rule, regulation and order (general, special or personnel) shall be given to the Association; future issuances shall be given in earliest immediacy. Notice of any changes in the Department's Rules and Regulations shall be given by the Department to the recognized or certified Association representative in a manner that ensures the receipt thereof by such representative at least thirty (30) days in advance of the adoption of any such change by the Department.

**Section 3. Access to Public Records**

Public records normally maintained by the Department shall be made available to the Association upon request. The Association may inspect the files and papers of the Police Department except internal security records. It or the employee involved as the case may be, shall pay the clerical cost, if any, of any such research.

**Section 4. Bulletin Boards**

Bulletin Boards shall be provided for the Association in Police Headquarters.

**Section 5. Records Related to Contract Administration and/or Negotiations**

When presented with a request for production of documents and/or other information which the Association contends are reasonably related to contract administration and/or the negotiations process, the City agrees it will provide such reasonably related information in a timely and complete fashion, as required by G.L. c 150E, subject to the two provisos set forth herein. First, if in a given case the City is unable to find or provide the documentation or information in a reasonably prompt fashion, it shall, in a reasonably prompt fashion, advise the Association in writing of the specific limitations upon its ability to do so, along with its timetable for production. Second, if the City declines in a given case to produce any or all of the documentation or information, it shall so notify the Association in writing of its refusal to do so,



in a reasonably prompt fashion, along with a statement of the specific grounds upon which it relies for such refusal.

## **ARTICLE 4** **EMPLOYEE RIGHTS**

### **Section 1. Membership/Non-Discrimination**

The City agrees not to discriminate against any employee covered by this Agreement in conditions of employment in order to discourage or encourage membership in the Association, or to discriminate against any employee because he has given testimony, or taken part in a grievance procedure, or proceeding of the Association.

### **Section 2. Protection of Rights**

Employees have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of employees to assist the Association shall be recognized as extending to participation in the management of the Association and acting for the Association in any official capacity, and including the right to present Association views and positions to the public, to officials of the City and the Police Department, to members of the City Council of the City and of the General Court, or to any other appropriate authority or official. Without limiting the foregoing, the City agrees that it will not recognize, aid, promote or finance any labor group or organization seeking or purporting to engage in collective bargaining on police work or make any agreement with any such group or organization which would violate any rights of the Association under this Agreement or the law. Further, the City agrees that neither the City, or any representative, department official or agency of the City, shall violate any right of employees or of the Association as provided and guaranteed by the provisions of MGL c150E, s10(a).

### **Section 3. Personnel File Access**

An employee shall be given and have access at reasonable times to his/her individual personnel file or dossier, and shall have the right to question and refute derogatory statements therein and to file rebuttal for inclusion in such dossier.

### **Section 4. Political Activity**

Except when on duty or when acting in his/her official capacity, no covered employee shall be prohibited from engaging in political activity or be denied the right to refrain from engaging in political activity.

### **Section 5. Investigation/Interrogation**

Whenever any covered employee is under investigation or subjected to interrogation by the Department for any reason which could lead to disciplinary action, demotion, dismissal or criminal charges, such investigation or interrogation shall be conducted under the conditions set forth in the Code of Civil Rights, a copy of which is hereunto attached as Appendix A and by this reference incorporated as part of this Agreement, and in conformance with the so-called Moresca decision of the Massachusetts Labor Relations Commission. A copy of any notice sent to a patrol officer scheduling him/her for an interview by the Quality Control section will be forwarded to the Association Vice-President to allow the Association to contact the respective officer and ascertain if legal representation is needed or being sought.

**Section 6. Assignment/Association President**

The President of the Association shall, at his option, be assigned to days, Monday through Friday. He shall receive the same number of days off annually as do all employees.

When on a 5 and 2 schedule pursuant to the collective bargaining agreement, the Association President, at his/her option, may work the regular day shift when his/her group is scheduled to work and the first half shift (3-11:00 pm) on the days when his/her group is not scheduled to work. The Association President may elect this option at any time by providing written notice to the Police Department of his/her intent to do so no later than seven (7) days prior to the first Sunday of any month. If such notice is given, the President will be scheduled according to this option as of such first Sunday. An Association President scheduled to work according to this option, may revert back to the regular 5 and 2 schedule established in the collective bargaining agreement by providing written notice no later than seven (7) days prior to the first Sunday of a month, and if such notice is given, will be so scheduled as of such Sunday. Shift differential shall be paid weekly to the Association President when working such option at a blended rate of 40% night differential and 60% Monday-Friday differential. Also, when working under this option, the Association President shall draw details and overtime from the day shift.

When assigned to the first half shift (3-11:20 pm) under this option, the Association President shall not have access to job bidding procedures in the collective bargaining agreement, but will have such access when assigned to the day shift.

**Section 7. Bridge Seniority**

Bargaining unit members who leave the bargaining unit to accept a managerial or other non-bargaining unit position in the City will have their bargaining unit seniority frozen as of the date of accepting the non-bargaining unit position. Should the employee subsequently return to a bargaining unit position, seniority will commence again at the point it was frozen, with no seniority credit for time not spent in the bargaining unit.

**ARTICLE 5**  
**FAIR PRACTICE**

The City and the Association reaffirm and will maintain the policy not to discriminate against any person because of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and/or expression, genetic information, military or veteran status, (special disabled veterans, disabled veterans and Vietnam-era veterans), any other characteristic protected under applicable federal or state law, or participation in or association with the Association activities or affairs. The parties acknowledge that sexual harassment is a form of unlawful sex discrimination and that no employee shall engage in such conduct. The Association, subject to applicable law, will act for and represent all persons covered by this Agreement, whether or not in membership.

**ARTICLE 6**  
**MANAGEMENT-LABOR MEETINGS**

**Section 1. Schedules and Content**

The City, through its Department Head, shall meet with Association Officers one day per month or at such other times as may be mutually agreed upon. The purpose of these meetings shall be for the mutual exchange of opinions, ideas and discussions regarding personnel policies and practices, matters affecting and advancing the implementation of this Agreement, the status of current and new projects and other matters of mutual and/or general public interest, inclusive of, but not limited to, particular situations and matters involving transfers and reassignments of patrol officers.

**Section 2. Standing Committees**

Association Officers and representatives, up to the number of four (4), shall constitute the Association representation on the following four (4) standing committees:

1. Committee on Health, Safety & Welfare;
2. Committee on Education and Training;
3. Committee on Uniforms and Equipment;
4. Detail Procedure Committee.

Association members of said Committees shall be granted time off without loss of pay or other benefits for all reasonable meetings dealing with the affairs of said Committees.

**ARTICLE 7**  
**PAYROLL DEDUCTION OF ASSOCIATION DUES**

**Section 1. Authorization Forms**

Pursuant to the provisions of MGL c180, s17A, Association dues shall be deducted by the City, weekly, from the salary of each employee who voluntarily executes and remits or who has executed and remitted to the City a form of authorization for payroll deduction of Association dues, initiation fees and assessments. The employee may withdraw such authorization by giving at least sixty (60) days notice in writing to the City and by filing a copy thereof with the Treasurer of the Association.

**Section 2. Service Fee**

Effective thirty (30) days after the effective date of this Agreement or the beginning of employment, whichever is later, it shall be a condition of employment that all employees in the bargaining unit shall pay the Association a service fee in an amount as determined from time to time by the Association. Such service fee shall be deducted by the Treasurer of the City from each payment of salary made to each employee and shall be paid to the Association as the exclusive bargaining agent for such employees.

**ARTICLE 8**  
**REPRESENTATION**

**Section 1. Bargaining Committee Meetings, Etc.**

The members of the Association's Bargaining Committee, not to exceed six (6), shall be granted leave of absence without loss of pay or benefits for all meetings between the City and the Association, or with mediators or fact finders, etc., for the purpose of negotiating a contract, or supplements thereto; such members who are on a day off, or vacation, or off-duty following a tour of duty shall be credited with four (4) hours of compensatory time for attendance at any such meeting which lasts four (4) hours or less and an additional four (4) hours for meetings which last more than four (4) hours. Employees may utilize compensatory time in blocks of not less than four (4) hours or may combine two four (4) hour blocks to receive one full tour of duty off.

The members of the Association's Grievance Committee, not to exceed five (5), shall be granted leave of absence without loss of pay or benefits for all meetings between the City or its Police Department head and the Association to discuss and resolve grievances, at arbitration or court hearings in connection therewith, and at administrative hearings (Labor Relations Commission, etc.); such members who are on a day off, or vacation, or off-duty following a tour of duty shall be credited with four (4) hours of compensatory time for attendance at any such meeting which lasts four (4) hours or less and an additional four (4) hours for meetings which last more than four (4) hours. Employees may utilize compensatory time in blocks of not less than four (4) hours or may combine two four (4) hour blocks to receive one full tour of duty off.

The members of the Association's Labor-Management Committee, Health, Safety & Welfare Committee, Uniforms and Equipment Committee, Detail Procedure Committee, Sick Leave Committee and Seniority Committee shall similarly be granted leave of absence with pay or credited with compensatory time, for participation in the activities of such Committees, as is the case with the Bargaining and Grievance Committees.

**Section 2. Discussion/Association Business**

Association Officers and shift representatives shall be permitted to discuss official Association business (a) with employees at all reasonable times during work, taking into account police business; (b) with the Department Head and/or Superior Officers at all mutually convenient times; (c) with employees prior to on-duty roll-call or following off-duty roll-call; and (d) in the course of investigation and processing of grievances, or in representation of employees concerning internal investigations. Such officers and shift representatives shall also be granted reasonable time off from duty to represent employees at disciplinary hearings, Quality Control Section investigations/interrogations, district court proceedings, or otherwise before the Department Head and/or his Superior Officers, or at the office of the City Manager.

**Section 3. Attendance City Council/Public Body**

Association Officers or shift representatives, not to exceed four (4), may, while on duty, attend meetings of the City Council, its Committees or other public body of the City without loss of pay or benefits, concerning police matters, with the permission of the Department Head or the City Manager, which permission shall not unreasonably be withheld.

**Section 4. List of Association Officers, Etc.**

The Association shall provide the City with an updated list of its Officers, Committee members and representatives.

**Section 5. Final Monthly Meeting**

Members of the Association's Executive Board scheduled to work the first half shift of the evening that the Association holds their final monthly meeting of the year will receive the entire shift off so that they may attend the final meeting and "break up dinner" following the meeting. In addition, up to one (1) member of the Association Executive Board, scheduled to work the last half shift immediately following the evening of the meeting and dinner, shall be excused from working that last half shift in order to attend the meeting and dinner. If more than one member of the Association Executive Board is scheduled to work that last half shift, those additional members, in addition to the one being granted time off as described above, may be granted time off for the last half shift by using vacation, personal or other accumulated leave to cover their absence. The Association President shall be responsible for advising the Police Department, in advance, which Executive Board member working the last half shift shall be eligible for release time without charge to vacation, personal or other accumulated time.

**Section 6. CPMAA Annual Ball**

Members of the Association who are also members of the Executive Board of the Cambridge Police Mutual Aid Association (CPMAA) scheduled to work the first half shift of the evening that the CPMAA holds their Annual Ball will receive the entire shift off so they may attend the Ball. In addition, up to one (1) member of the Association who is also a member of the Executive Board of the CPMAA scheduled to work the last half shift immediately following the evening of the Annual Ball shall be excused from working that last half shift in order to attend the Ball. If more than one member of the Association on the Executive Board of the CPMAA is scheduled to work that last half shift, those additional members, in addition to the ones being granted time off as described above, may be granted time off the last half shift by using vacation, personal or other accumulated leave to cover their absence. The Association President shall be responsible for advising the Police Department, in advance, which CPMAA Executive Board member working the last half shift shall be eligible for the release time without charge to vacation, personal or other accumulated time.

**ARTICLE 9**  
**STABILITY OF AGREEMENT**

**Section 1. Amendments/Alterations**

No amendment, alteration or variation of the terms of this Agreement shall bind the parties unless it is made in writing.

**Section 2. Waivers/Relinquishments**

The failure of the Municipal Employer or the Association or of any covered employee to insist, in any one or more situations, upon performance of any of the terms and provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Municipal Employer, or of the Association, or of any such employee to future performance of any such

term or provision, and the obligations of the Association and the Municipal Employer or such employee for such future performance shall continue in full force and effect.

**ARTICLE 10**  
**NO STRIKES**

The Association agrees to comply with the provisions of MGL c150E, s9(a), which states: "No public employee or employee organization shall engage in a strike, and no public employee or employee organization shall induce, encourage or condone any strike, work stoppage, slow down, or withholding of services by such public employees."

**ARTICLE 11**  
**UNFAIR LABOR PRACTICES**

The Association and the City agree that there shall be no unfair labor practices within the meaning of MGL c150E.

**ARTICLE 12**  
**HOLIDAYS**

**Section 1. Holidays**

The following days for worship and veneration shall be paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veteran's Day
Evacuation Day	Thanksgiving Day
Patriot's Day	Day before Christmas
Memorial Day	Christmas Day
Independence Day	

or the following Monday if any aforesaid falls on Sunday.

**Section 2. Holiday Pay**

Each employee shall receive, in addition to his regular weekly compensation, and shall be guaranteed, an additional day's pay (computed as .285 of regular weekly compensation), for each of said paid holidays except that newly hired employees assigned to the police academy for their required period of recruit training shall only receive holiday pay for holidays falling during such period if they are required to work on any such holiday.

Any employee who is required to work on any such holiday falling on his day-off, or during his vacation, shall be paid, in addition to his regular weekly compensation and holiday pay, additional pay at overtime rates for all his hours worked with a minimum of eight (8) hours. If an employee in the Selective Traffic Unit is not required to work on a holiday falling on his regular scheduled workday, he shall receive, in addition to his regular weekly compensation, an additional day's pay.

**Section 3. Additional Holiday Pay**

Each employee shall receive, and be guaranteed, in addition to his regular weekly compensation, and the guaranteed holiday pay provided by Section 2 of this Article, a yearly payment calculated at 1.667% of the 4<sup>th</sup> step patrol base weekly wage in effect from time to time. Said guaranteed holiday payment shall be paid to each employee on the first payday of December in each year. Additional Holiday Pay shall be included in base pay for the purpose of computing Education Incentive Pay or Career Awards Pay.

**Section 4. Holiday Pay Inclusions**

Holiday pay provided hereunder shall not be included in base pay/annual salary for the purpose of computing overtime or court-time pay or the holiday pay otherwise provided by this Article, but shall be included in base pay/annual salary for the purpose of computing sick pay, vacation pay, injured pay and pay for other compensable leave, and education incentive pay under Chapter 835 of the Acts of 1970, as amended, and shall be increased for employees receiving career awards as provided in Article 27, Sections 2, and shall be deemed and is considered regular compensation for pension/retirement purposes.

**Section 5. Thanksgiving and Christmas Scheduling**

In the interest of facilitating holiday time off, staffing for the Thanksgiving and Christmas holidays shall be set at the minimum staffing level needed to meet the public safety requirements as determined at the discretion of the Police Commissioner. Staffing levels on such holidays shall be appropriate for discussion in the Labor Management Committee. Those officers scheduled for work on these holidays may work their full shift and receive pay for the last four (4) hours thereof at the rate of time and one-half. Alternatively, scheduled officers may be relieved by volunteers after the first four (4) hours of his/her scheduled shift, in which case such officers may be relieved from working the second four (4) hours of such shifts, and the volunteers who replace them will be paid at the rate of time and one-half for working the second four (4) hours of such shifts.

**ARTICLE 13**  
**HOURS OF WORK AND OVERTIME**

**Section 1. Scheduled Tours of Duty/Works Shifts, Work Weeks**

Except as specified otherwise in this Article, regular work shifts shall consist of no more than eight (8) hours work or, in the case of the 4:00 P.M. to 2:00 A.M. tour of duty, on the Fourth Platoon, no more than ten (10) hours work, in any one (1) day and a week's work shall consist of no more than forty (40) hours. Employees shall be scheduled to work on regular work shifts or tours of duty and each and all work shifts or tours of duty shall have a regular starting and ending time. The Department at all times shall post work schedules and copies shall be given to the Association.

(a) The tours of duty (work shifts) and hours of work of the Day and the three (3) Night Platoons (Patrol Division) are as follows:

Tours of duty are numbered 1,2, 3 and 4.

The hours of tour of duty #2 are from 7:00 A.M. to 3:20 P.M. (Day Platoon).

The hours of tour of duty #3 are from 3:00 P.M. to 11:20 P.M. (First Half).

The hours of tour of duty #1 are from 11:00 P.M. to 7:20 A.M. (Last Half).

The hours of tour of duty #4 (a) may commence at any time between 4:00 P.M. and 6:00 P.M. and shall run eight and one-sixth (8 1/6) consecutive hours or (b) may commence at 4:00 P.M. and run to 2:00 A.M.

Platoons are numbered First, Second, Third and Fourth. The First Platoon is the Day Platoon and works tour of duty #2. The Second Platoon is a Night Platoon. The Third Platoon is a night platoon. The Second and Third Platoons alternate on tours of duty #1 and #3. The Fourth platoon is a Night Platoon and works tour of duty #4.

Notwithstanding the foregoing, only employees hired by the City and its Police Department after January 1, 1989, may be assigned involuntarily to the Fourth Platoon, provided, however, all other employees shall have the right and option to bid for and pick as their tour of duty (work shift) said Fourth Platoon, and, within said Platoon, either an eight and one-sixth (8 & 1/6) hour shift, or the ten (10) hour shift, and to bid out of said Platoon on the occasion of a vacancy/opening occurring in the First, Second or Third Platoons or at the time of the yearly shift bid/pick, pursuant to the provisions of Article 14, Section 2 of this Agreement; and provided further, that all employees hired after January 1, 1989, shall have the right to bid for and pick as their tour of duty (work shift) other tours of duty in the Day and Night Patrol Sections, as well as the Fourth Platoon itself, in accordance with their seniority rights as provided in said Section 2, upon completion of their probationary period.

The City agrees that not more than twenty-seven (27) employees may be assigned to work an eight and one-sixth (8 1/6) hour shift on said Fourth Platoon, not less than three (3) of whom shall commence work at 3:00 P.M., the remaining twenty-four (24) to commence work at such time or times between 4:00 P.M. and 6:00 P.M. as the Department Head shall determine, and not more than six (6) employees may be assigned to work a ten (10) hour shift on said Fourth Platoon, unless, in both instances, the Department Head and the Association's Executive Board mutually agree to a larger number; provided, however, the Department Head, in his discretion, may increase the number of employees assigned to the ten (10) hour shift beyond six (6) if he accordingly reduces the number of employees assigned to the eight and one-sixth (8 1/6) hour shift by an equal number.

Each employee assigned to the Patrol Division shall receive a paid lunch/dinner relief during each tour of duty (work shift), similar to the past practice for employees in the First, Second and Third Platoons. Said lunch/dinner relief shall not, in any instance, increase the length or duration of any of the aforesaid tours of duty or work shifts.



Assignment of employees by the Department Head to the Fourth Platoon, except for the thirty-three (33) most junior employees from time to time who are hired after January 1, 1989, and have completed their recruit training, shall be on a voluntary basis. An involuntary assignment of employees hired prior to January 1, 1989, shall be deemed service outside or out-of-turn of their regular scheduled tour of duty, notwithstanding the provisions of paragraph (b) (iii) of Section 5 of this Article.

(b) The tours of duty for the Day Patrol Selective Enforcement Unit shall be (a) from 7:40 A.M. to 5:00 P.M., and they shall be allowed one (1) hour for lunch, or (b) from 7:40 A.M. to 4:00 P.M., and they shall be allowed a paid lunch relief during said tour of duty similar to the past practice for the First Platoon.

Before beginning the motorcycle assignments officers will be required to undergo motorcycle training and certification sponsored by either the Massachusetts Criminal Justice Training Council or the Massachusetts State Police. Officers will also be required to be trained and certified in the use of all types of radar.

The Department agrees to provide each officer selected with the initial allotment of appropriate clothing including helmet, boots, britches, jacket, leather goods, rain gear, and winter gear.

The tour of duty for the Night Patrol Selective Enforcement Unit shall be a Monday through Friday schedule, 4:00 P.M. to 12:00 Midnight. The officers will be supervised by the Night Patrol Selective Enforcement Unit supervisor and commanded by the Day Patrol Section. The Night Patrol Selective Enforcement Unit is a year round assignment and officers will be performing, primarily, selective enforcement responsibilities assigned to motorcycle duty. This Unit will be staffed with four (4) patrol officers.

(c) The tours of duty and work shifts for the Professional Standards Unit which includes Internal Affairs and Inspections; the Administration Section which includes, ID Unit, Off-Duty Employment, Academy/Training, Records/Property, Court Prosecutor and Vehicle Maintenance; the Investigation Section which includes Homicide, Vice/Narcotics, General Assignment, Sexual Assault, Hate Crimes, Auto Theft and Warrant Unit; the Public Information Unit; and the Community Relations Section shall conform to the eight and 1/2 hour (including 1/2 hour unpaid lunch) and the forty (40) hour work week. The Department Head shall set regular starting and quitting times. For officers in the Investigation Section who are assigned to the day shift, the hours shall be from 8:00 A.M. to 4:20 P.M., with a twenty (20) minute unpaid lunch period.

(d) The Bicycle Patrol Unit (BPU) will be staffed by up to nine (9) patrol officers. Each officer shall be assigned a 4 and 2 schedule with the first two shifts from 7:40 A.M. to 4:20 P.M. and the second two shifts from 4:00 P.M. to 12:20 P.M. Officers will receive night differential on a weekly basis. The Bicycle Patrol Unit will be within the organizational structure of the Community Relations Section. The position description will be posted and distributed to all officers assigned to the Bicycle Patrol Unit.

The Police Department agrees to provide each officer with clothing and equipment appropriate to the assignment. Officers will be required to undergo specialized training in police bicycle operations and community relations.

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

(a) The work schedules, day-off or squad schedules of employees are as follows:

- (i) All employees in the Patrol Division other than those working ten (10) hour tours of duty on the Fourth Platoon, shall receive no less than one hundred twenty-one (121) regular days-off annually and no less than two (2) regular days-off weekly, in accordance with and characteristic of the four-on, two-off work schedule. Such employees, under said four-on two-off work schedule, shall receive fourteen (14) regular days off in each six (6) week period; within each six (6) week period, the work cycle for the four-on two-off workweek so-called shall be completed.

An employee's days off, except as hereinafter provided in subparagraph (iii) of this paragraph (a), shall drop back one (1) day each week. Employees working days or the eight and one-sixth (8 1/6)-hour tour of duty on the Fourth Platoon shall work four (4) consecutive days and then receive two (2) consecutive regular days off. Employees working the alternating two night shifts (Second and Third Platoons) shall alternate between last-half and first-half tours of duty, and shall go on days-off after a first-half tour of duty and shall return from days off for a last-half tour of duty (i.e., an officer working said alternating tours of duty shall commence work on a last-half tour of duty, then work a first-half tour of duty the same day, then receive a long day off, then return to work for a last-half tour of duty, then work a first-half tour of duty the same day before going on his regular days off, then return to work a last-half tour of duty following a long day off, then return to work the same cycle).

- (ii) All employees working ten (10) hour tours of duty on the Fourth Platoon shall work four (4) days and receive three (3) regular days-off, not less than two (2) of which shall be consecutive, in each workweek of seven (7) calendar days. The regular ten (10) hour workday of such employees shall include a paid dinner relief during each tour of duty, similar to the past practice for the Second and Third Platoons. Such employees shall receive fifteen (15) days-off in each five (5) week period; within each such five (5) week period, the work cycle for the four-on, three-off work week so-called shall be completed. During each five (5) week period, each employee, so assigned, shall receive not less than one (1) Friday, one (1) Saturday and two (2) Sunday days-off. The day-off schedule for the four-on, three-off workweek as attached hereto as Appendix B is as may be mutually agreed to by the Department Head and the Association's Executive Board.

- (iii) Excepted from the regular four-on two-off work schedule, set forth in subparagraph (i) above, shall be employees assigned to the Police Academy for recruit training, each of whom shall work five (5) consecutive days on, Monday through Friday (holidays excepted) on first Platoon and receive two (2) consecutive regular days-off, during their period of recruit training, prior to their being assigned to the regular four-on two-off, or four-on three-off work schedule.
- (iv) The City and the Department Head shall accord to employees referred to in paragraph (b) and (c) of Section 1 extra time off or days off approximately equivalent to the time accorded the Patrol Division under the "four and two" system so-called, but no such days-off may be accumulated. The Superior Officer in command shall arrange the extra time or days off.

(b) Subject to the provisions of this Article, all day off or group schedules and work weeks specified or referred to in this Article shall continue in full force and effect during the term of this Agreement, and thereafter, pursuant to the provisions of Article 35 thereof.

(c) In the event that more than thirty-three (33) employees hired after January 1, 1989, are involuntarily assigned to the Fourth Platoon, or if other employees are at any time involuntarily so assigned, or if more than thirty-three (33) employees in the aggregate are assigned to the Fourth Platoon voluntarily or involuntarily (unless said number is increased by mutual agreement of the Department Head and the Association's Executive Board), or if the provisions of the Seniority Article, in part or whole, do not continue in force and effect, the provisions of Section 1, paragraph (a), as same relate to the Fourth Platoon, shall, upon fifteen (15) days written notice from the Association to the City, and the City's failure to take corrective action thereupon, be null and void and of no effect.

### **Section 3. Maintenance of Shifts**

The City agrees that, except in situations of an emergency nature, in which event, two (2) 12-hour shifts may be implemented, all work shifts or tours of duty specified in or referred to by Section 1 hereof shall remain in force and effect during the term of this Agreement. Notwithstanding any other provision of this Article, the Department Head shall have the power from time to time to establish pursuant to mutual agreement with the Association, such shifts as shall be deemed necessary; such shifts shall have a regular starting time and ending time, provided, however, that the hours of work for such shifts shall not exceed eight (8) consecutive hours.

### **Section 4. Scheduling of Overtime**

In emergencies or as the needs of the 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, (such as late ambulance run, etc.), shall have the option of declining offered overtime; but in the event that sufficient personnel do not accept such

offered overtime on a voluntary basis, or in the event of emergency situations where time is of the essence in executing the overtime job, such additional personnel, as are deemed necessary by the City, may be required to work overtime on an assigned basis. All employees shall be afforded the opportunity to accept overtime service, but there shall be no discrimination against any employee who declines to work overtime on a voluntary basis. The Department will seek to avoid assigning overtime (as contrasted with voluntary overtime) to employees working a "short-day" so-called, on days-off, or working in the Night Platoons who are required to attend court, etc., between their tours of duty or on days-off, so that such employees may be afforded every opportunity for required rest or to attend to their personal business before and after working hours or on a day-off. Employees may work overtime when on vacation in accordance with prior practice.

In addition to the situations described above, the City and the Association agree that the Police Commissioner and/or City Manager may designate events as Crucial Coverage events. During those events, CPPOA members who work overtime hours will receive overtime payment at two and one-half times their regular hourly rate for every overtime hour worked. CPPOA members on their regularly scheduled day off will be required to work as directed, unless excused by the Commissioner. Crucial Coverage events shall not include situations where overtime is required as a result of Federal or Governor declared State of Emergencies, Acts of God, or unforeseen public safety emergencies.

The City agrees that upon request by the Association, the parties shall meet between June 7 and June 14 each year to discuss staffing levels for the July 4<sup>th</sup> holiday (e.g., use of required or voluntary overtime).

### **Section 5. 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 police details), including service on an employee's scheduled day-off, or during his vacation, and service performed prior to the scheduled starting time for his regular tour of duty, and service performed subsequent to the scheduled time for conclusion of his regular tour of duty, including the assigned, authorized or approved service of detectives or plainclothes officers, and including court-time as set forth in Article 22, shall be deemed overtime service subject to the following rules.

- (a) If the duty requires an employee to work beyond the normal ending time of his scheduled tour of duty:
  - (i) the first fifteen (15) minutes of such service shall not be deemed overtime service. The City agrees that this provision will not be used as a basis of discrimination against or punishment of individual employees;
  - (ii) 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 (1/2) hour of overtime service;

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

(b) Overtime service shall not include:

- (i) an out-of-turn tour of duty which is substituted for a regularly scheduled tour of duty by mutual agreement between the Department and the employee;
- (ii) swapped tours of duty between individual employees by their mutual agreement (subject to command approval);
- (iii) a change in the schedule of an employee who is shifted from one Platoon or from one shift (tour) to another shift (tour) for a period of fourteen (14) or more consecutive calendar days, or a change in the schedule of an employee who is shifted from one Platoon to another Platoon or from one shift (tour) to another shift (tour) for a period of less than fourteen (14) consecutive calendar days if for the purpose of: (a) in-service training or courses, (b) bringing prisoners back into the City's jurisdiction, or (c) appearance at hearing(s) as a defendant on charges pursuant to MGL c31, s43;
- (iv) an out-of-turn tour of duty which is substituted for a regularly scheduled tour of duty for the purpose of appearance at hearing(s) as defendant on charges pursuant to MGL c31, s43.

(c) If an employee who has left his place of employment or last duty assignment after having completed work on his regular tour of duty is recalled to his Unit or Division, or to any other place, and he reports thereat, or if an employee is so recalled on a scheduled day-off or during vacation, he shall be paid on an overtime basis for all such time and shall be guaranteed a minimum of four (4) hours of overtime recall pay. It is understood that the four (4) hour guarantee does not apply when an employee is called in early to work prior to the normal starting time of his scheduled tour of duty and works continuously from the time he reports into his normally 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, provided, however, if any employee is called in to work on a holiday on which he is not scheduled to work or during his vacation, he shall be paid as provided in Article 12, Section 2.

(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.

(e) For training which is conducted on a multiple day basis for which homework is required, officers will receive two (2) hours of overtime pay for each day of training except the last day. The City agrees to consult with the relevant training agency/provider in advance to determine on a case-by-case basis whether homework is reasonably expected in a given course.

In addition, when training is held off-site, officers will be paid overtime for all automobile travel occurring outside the normal workday to and from the training site calculated to the next 15 minutes for every 15 miles or portion thereof (e.g. if the location is 27 miles away, the officer would receive 30 minutes of overtime pay), measured from police headquarters to the training site under the City's standard mileage guide. This provision does not affect any mileage reimbursement practices relating to travel in an officer's personal vehicle currently in effect. The provisions of this subsection do not apply to regular firearms training.

### **Section 6. Method of Compensation for Overtime Service**

(a) An employee who performs overtime service (court-time) in accordance with the provisions of this Agreement shall receive, in addition to his regular weekly compensation and except as otherwise provided in Section 4 above, time and one-half straight-time hourly rate for each hour of overtime service; subject, however, to the applicable overtime and court-time minimum guarantees set forth in this Agreement. The straight-time hourly rate shall be computed as one-fortieth (1/40th) 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.

### **Section 7. Emergency Situations**

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

### **Section 8. Shift Swaps/Double Shifts**

An officer assigned to the patrol division may, with the approval of the Deputy Superintendent, swap shifts that results in an officer performing a double shift or sixteen (16) consecutive hours, up to four (4) separate times per officer in a six month period, January through June and July through December. In exigent circumstances when the Deputy Superintendent is not available, swaps may be approved by the Shift Commander.

Any swap during this period shall count as one of the four allowable swaps over the six month period for both officers involved with such a swap. No officer may work more than sixteen (16) consecutive hours as a result of a swap, and no officer may work a paid police detail in the eight (8) hours immediately preceding or following such a sixteen (16) hour period of work. Any officer who works a swap in violation of this policy shall lose the right to swap for the duration of the six-month period. Officers shall be responsible for certifying that they have not or will not work a paid detail in the eight (8) hours immediately preceding or following such a sixteen (16) hour period of work.

Nothing herein shall alter the existing practice of swapping shifts that do not result in an officer working a double shift.

## **ARTICLE 14** **SHIFT/JOB BID PICK**

### **Section 1. Seniority**

Seniority of employees shall run from the date of their original appointment as patrol officers in the employ of the City and its Police Department. Those patrol officers so appointed on the same day shall have their relative seniority vis-a-vis each other determined on the basis of their civil service mark, if available; if the mark of two or more of said employees is the same, their date of signature at City Hall of acceptance of the position of patrol officer in the employ of the City shall govern. If the civil service mark is not available, the order of standing on the certified civil service list shall govern.

If the City plans to appoint new patrol officers, one or more of whom may be lateral appointments from a Police Department other than that of the City, the City agrees to appoint new patrol officers by lateral appointment on a day other than the day on which new patrol officers from a certified civil service list are appointed.

If an employee resigns from the Police Department, or laterals from the Police Department to another Police Department, and is later reappointed to or reinstated in the Police Department, or laterals back to the Police Department, his date of permanent original appointment for the purpose of this Section shall be deemed to be the date of his reappointment, reinstatement or lateral back, as the case may be.

If an employee retires and returns to the Police Department from retirement, whether voluntary or involuntary, he shall be credited for seniority purposes with the time in service he had from date of his original permanent appointment to the date of his retirement. However, he/she shall receive no unit or departmental seniority for the period of retirement and shall be entitled to no benefits or other credits for the time on retirement.

### **Section 2. Shift Seniority/Patrol Division**

Employees who have completed their probationary period shall have the right and option to bid for and pick their shift by seniority, with preference given to employees in the order of their seniority. A seniority pick shall be posted and made each October 1<sup>st</sup> and each April 1<sup>st</sup>, just prior to the six (6) month job pick provided in Section 3. Each seniority pick shall remain in force for a six (6) month period and at the end of each consecutive six (6) month period there shall be a new pick. Each pick shall be posted for fifteen (15) days. Employees not electing to exercise their right or option to make a seniority pick shall maintain their then shift assignment, subject to their seniority rights vis-a-vis other employees. The pick shall be completed within fifteen (15) days after it is required to be first posted and made.

The City and the Association agree that in implementing the shift pick within the Day and Night Patrol Sections, employees shall make their picks on forms mutually agreed to by the

City and the Association. The Police Department and the Association agree to cooperate in ensuring that all employees assigned to the Patrol Divisions are notified of their right to exercise a shift pick.

The most junior thirty-three (33) employees hired after January 1, 1989, who have completed their recruit training and probationary period who may be assigned by the Department Head to the Fourth Platoon, to the extent of openings thereon.

The Department Head shall assign employees to shifts in accordance with their pick forthwith after the pick is completed.

Probationary employees shall not displace permanent employees from their picked job assignments. A probationary employee may, however, fill in for a permanent employee who is sick, injured, on vacation or otherwise absent from duty.

During an employee's probationary period, following completion of recruit training, he may be assigned by the Department Head for training purposes to any one or more shifts, provided, however, that upon conclusion of his probationary period, a seniority bid and pick shall be made for the opening involved in his appointment to the Department.

The City and the Association agree that the three (3) employees referred to in Article 13, Section 1 (a), assigned to an 8 1/6 hour tour of duty on the Fourth Platoon, and scheduled to commence work at 3:00 P.M., shall be probationary employees or employees who have completed their probationary period and are involuntarily assigned to the Fourth Platoon. Said employees shall perform the duties of Booking, Wagon and/or Clerk, if such assignments are not covered by a permanent employee who has picked such assignment or by a volunteer. Permanent employees who are voluntarily assigned to the Fourth Platoon shall not be involuntarily assigned to Booking, Wagon or Clerk duties while serving on that Platoon. The assignments of Booking, Wagon and Clerk on the last-half tour of duty shall be covered by an employee who has picked such assignment or, in the event of his absence, by a volunteer, or, if no volunteer, by an employee from a secondary assignment whose picked assignment, in the opinion of the supervisor, is the most appropriate to leave uncovered on that tour of duty. If an officer from the 4<sup>th</sup> Platoon who is scheduled to begin work at 3:00 P.M. fails to report due to an unscheduled absence, an officer from the First-Half may be assigned to work as booking, wagon or clerk if there are insufficient bid officers, 4th Platoon officers, and/or volunteers to cover such work. An unscheduled absence is defined as any absence for which the Department has less than 24 hours notice. The Department will post monthly schedules for the three (3) 4<sup>th</sup> Platoon officers beginning work at 3:00 pm thirty (30) days in advance of each month. The assignment to Booking duties on weekends and/or holidays on the First Platoon also shall be made first by a volunteer, or, if no volunteer, by an employee from a secondary assignment whose picked assignment, in the opinion of the supervisor, is the most appropriate to leave uncovered on that tour of duty. The City and the Association agree to review these practices periodically to determine if they are working fairly.

If on the occasion of the six-month shift pick, an employee is involuntarily assigned from the First, Second, Third or Fourth Platoons to another of said Platoons, due to his being a junior



employee, such employee shall only receive the differential applicable to employees on the Platoon to which he is so assigned.

For the purposes of this Section, the number of patrol officers assigned to the First, Second and Third Platoons as of November 1, 1988, shall constitute the minimum number in determining openings. If an employee assigned to one of said Platoons is thereafter involuntarily assigned to another of said Platoons, he shall continue to receive the weekend or night shift differential he is then receiving, together with the differential applicable to employees on the Platoon to which he is so assigned.

Notwithstanding the provisions of the foregoing paragraph, the number of patrol officers assigned to said Platoons as of November 1, 1988, may be reduced in number, as constituting the minimum number in determining openings, by those patrol officers who voluntarily, pursuant to the yearly or opening bid/pick in this Section set forth, bid for/pick the day shift and also by those patrol officers who are promoted out of the bargaining unit or who retire.

Further notwithstanding the provisions set forth in this Section, the Department Head may reassign an employee to the day shift from a night shift, or to a night shift from the day shift, at his/her request, out of seniority in the event of serious illness requiring such reassignment, or in the event of special circumstances involving the death of a spouse of an employee who has minor children or the divorce, separation or abandonment of an employee by a spouse, leaving him/her with custody of minor children; provided, however, if such employee works or continues to work paid details, during hours which fall during night shift hours or, in the case of an employee transferred from days to nights, during day shift hours, on a regular basis, then his reassignment to days for any of the reasons set forth above shall terminate after no more than 180 days; and provided further, that in the event of serious illness, the employee shall provide the City and the Association with a physician's certificate that he/she is unable to work nights and to work paid details during night hours or is unable to work days and to work paid details during day hours. The Association may grieve the reassignment at any time, and may require the employee to be examined by a physician designated by the City, which designation the City shall not unreasonably withhold and this at City expense. In no event will any such reassignment out of seniority continue beyond termination of the employee's illness or after the end of the special circumstances referred to above, whichever shall first occur.

Employees working the Fourth Platoon who have completed their probationary period shall have the option of bidding for either the ten (10) hour shifts or the eight and one-sixth (8 1/6) hour shifts, by seniority.

### **Section 3. Job Seniority/Patrol Division**

Employees who have completed their probationary period shall have the right and option to bid for and pick their job assignment, within the Patrol Division, by seniority, with preference given to employees in the order of their seniority, on the shift they have first chosen, in accordance with the provisions of Section 2, subject to the following provisions.

A seniority pick shall be posted and made every six (6) months on or about the 15th of April and the 15th of October in each year. Each seniority pick shall remain in force for a six (6)

month period, except as hereinafter set forth. At the end of such six (6) month period and at the end of each consecutive six (6) month period, there shall be a new bid and pick.

In implementing the job pick within the Patrol Division, it is agreed that each employee, after selecting or being assigned to a shift, shall be given two (2) picks in succession, in order of seniority within Platoons. The first pick shall be for the employee's assignment on his first two (2) tours of duty in the work cycle. The second pick shall be for the employee's assignment on his last two (2) tours of duty in the work cycle. Picks shall be made on a form mutually agreed to by the City and the Association.

Employees shall pick for assignments referred to in sub-paragraph (a), with preference given to employees in the order of their seniority, on the shift they have first chosen in accordance with the provisions of Section 2.

When a job opening within the Patrol Division becomes available because of a transfer or leave of absence, retirement, death, resignation or because of a newly authorized or created position(s), or because employees conclude their probationary period and are entitled to bid for and pick their job by seniority, or for any other reason, it shall be posted for fifteen (15) days thereafter, and all employees shall be required to make their pick within five (5) days of notice thereof, and a seniority pick for the job opening shall thereupon be made, notwithstanding the provision aforementioned that seniority bids and picks shall be made on a six (6) month basis. In the event of a job opening occurring between six (6) month bids and picks, the pick shall be made and completed within twenty (20) days after first posting thereof. Notwithstanding the foregoing provisions, the City may, but need not, post a job opening occurring within thirty (30) days of the next six (6) month pick.

Job bids/picks shall be made available to all employees, including, without limitation, those on alternating night shifts, by seniority as aforesaid, and the City and the Department Head shall take all appropriate action to facilitate employees working alternating and day shifts, so that all such employees shall have every possible opportunity/preference to be treated fairly and equitably in the effectuation of the job bid/pick provisions of this Section, taking into account that the purpose of the Fourth Platoon is to supplement the regular patrol force, rather than to replace or supplant regularly filled sector/route cruiser and walking assignments. The City will provide job bid/pick opportunities to employees who have completed their probationary period and who are assigned to the Fourth Platoon, or who select the Fourth Platoon by seniority, for assignments that are regularly filled (e.g. 2 out of 4 shifts, 3 out of 4 shifts).

Upon completing their legally required probationary period by serving as active duty police officers for a year after Academy graduation, employees may exercise a pick pursuant to this section, provided they have completed the required probationary period more than thirty (30) days prior to the next regularly scheduled six month pick.

The Department Head shall assign employees to jobs in accordance with their pick forthwith after the pick is completed.

Employees not electing to exercise their right or option to fill a job opening or to make a seniority pick shall maintain their then job assignment and their seniority rights vis-a-vis other employees in the event of other job openings or to make a seniority pick until the next six (6) month pick.

When a job assignment remains open for sixty (60) or more days, or what is anticipated to be for sixty (60) or more days because of an employee's line of duty injury or sick leave, the assignment must thereupon be posted, at which time a job bid/pick for said assignment shall be made in accordance with the provisions of this Section, provided, however, the employee who is the senior bidder for said assignment shall lose said assignment upon the return of the injured or sick employee whose original assignment it was hereunder, in which event the employee who fills in temporarily shall not be eligible to return to his original picked assignment, and must wait upon the next six (6) month job pick or an opening pick to make a new job bid/pick in accordance with his seniority. The Department Head may, in his discretion, post a job bid/pick for said assignment sooner than sixty (60) days notwithstanding the foregoing provisions that the job assignment involved remain open for sixty (60) or more days, or what is anticipated to be for sixty (60) or more days, because of injured or sick leave status.

The City and the Association recognize that from time to time an employee may not work a job assignment he has picked through the job pick even though that assignment is being covered on a particular shift, because the employee has volunteered to perform motorcycle and/or so-called "Delta-Unit" duties. In such a case, if the employee's regular assignment is classed as a primary assignment, it may be picked by an employee working that tour of duty, who wishes to cover it on that tour, in order of seniority. If the substituting employee's regular assignment is a primary assignment, an employee from a secondary assignment or the Fourth Platoon shall cover it, selected by the supervisor without further bidding. If the employee who volunteers for said motorcycle or Delta-Unit duties, and/or the employee filling in for a volunteer pursuant to the previous sentence, is/are regularly assigned to secondary assignments, those position(s) may be covered at the discretion of the supervisor, without regard to bidding.

(a) For the purposes of this Section, job assignments in the Patrol Division for which employees can bid/pick are: cruisers (sector and route), walking routes, clerk, wagon officer, booking officer.

Such job assignments in the First, Second and Third Platoons include the following primary and secondary assignments:

<u>Day Shift</u>	<u>Primary</u>	<u>Secondary</u>
Sector Cars:	1, 2, 3, 4, 5	
Route Cars:	1R, 4R, 10R, 11R	3R, 5R, 6R, 9R, 13R
Walking	Neighborhoods	Neighborhoods 3, 4, 5, 7,
Routes:	1, 6, and 11,	8, 9, 10 and 12/13

Central 10,  
Central 12,  
Harvard 15, Harvard 16

Station: Clerk, Booking, Wagon, 2nd Wagon Officer

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<u>Alternating</u>	<u>Primary</u>	<u>Secondary</u>
Sector Cars:	1, 2, 3, 4, 5	
Route Cars:	1R, 4R, 10R, 11R, 13R	3R, 5R, 6R, 9R
Walking Routes:	Central 10 Central 12, Harvard 15, Harvard 16, Neighborhood 11	Neighborhoods 1, 3, 4, 5, 6, 7, 8, 9, 10 and 12/13
Station:	Clerk, Booking, Wagon,	2 <sup>nd</sup> Wagon Officer

If an employee's job pick is covered, he shall not be taken off his assignment to fill another assignment. If his assignment is not covered on a particular tour of duty, the employee shall be assigned as designated by the shift commanding officer, provided, however, if one of the primary assignments regularly/normally filled on the First, Second and Third Platoons is not covered, the employee shall have the right to pick any other assignment which is covered on that tour of duty, for that tour of duty, if the employee whose assignment he picks is junior to him. Similarly, if another employee's primary job pick is not to be covered on that tour of duty, he too shall have the same right to pick any other assignment which is covered on that tour of duty, for that tour of duty if also the employee whose assignment he picks is junior to him. If an officer reports late to roll call, he shall not be entitled to exercise the bumping rights set out above for such shift.

#### **Section 4. Voided Picks**

If in the opinion of the Department Head an employee's pick should be voided for such period, the Department head shall have the right to do so; in so doing, the Department head, if the employee(s) involved elects to grieve, shall put his reasons for the void in writing. Such reasons shall be specific, shall not be based upon the "good of the service" or other like reason, but may include and shall not be limited to the employee's attendance record, discipline (suspension, punishment duty, written reprimand) and use of undocumented sick leave in excess of six (6) days during the calendar year in which the pick occurs.

If the Department Head voids a job pick by an employee, the employee or the Association may grieve the Department head's action to Step 3, but may not submit said

grievance to arbitration. A grievance at Step 3 will be heard within five (5) days of submission, and an answer given by the City Manager or his designee forthwith after or at the grievance hearing, in order to expedite the job pick for employees hereunder.

**Section 5. Employees Not Assigned to Patrol Division/Transfers**

For the purposes of Section 2 and 3 of this Article, employees not assigned to the Patrol Division shall have the same seniority rights to fill a shift opening or to make a job pick within the Day and Night Patrol Sections as employees then assigned thereto, and shall be placed on their bid shift and job pick if the Department head transfers them to the Patrol Division in his discretion.

**Section 6. Transfers In/Out of Day and Patrol Divisions**

In the event an employee is assigned out of the Patrol Divisions (i.e. to the Investigations Section), and later is reassigned to said Patrol Division, he shall be reassigned to the shift from which he came and to which he had been assigned prior to the execution date of this Agreement or after said date. Any such employee reassigned to the Second and Third Platoons shall be counted as supplemental to the minimum number on said Platoons as of November 1, 1988, for shift pick purposes.

**Section 7. Day-Off/Squad Schedules**

Upon each shift pick and/or job pick occurring, day-off or squad schedules shall not be changed, absent a vacancy/opening pick occurring within the one (1) year or six (6) month periods set forth in Sections 2 and 3, on the basis of a new pick, except by mutual agreement of the employee and the Department Head. These provisions are not intended to preclude the Department Head from moving an employee from the Second Platoon to the Third Platoon or vice-versa to balance squads (e.g. the Second Platoon has 45 employees assigned, the Third Platoon has 41, and two employees are transferred from the Second Platoon to the Third Platoon), provided, however, the employees' transferred for such purpose shall retain as days off the holidays off as per their former day off or squad schedule, and, provided further, the Department Head shall make every effort to provide them the same day off or squad schedule as they previously enjoyed. Such transfer shall be by seniority.

**Section 8. Seniority Committee**

The City (City Manager, Assistant City Manager, Personnel Director and Department Head or his designee) and the Association's Bargaining Committee shall meet on a regular basis to monitor, discuss and resolve any problem(s) that may arise in connection with the implementation of the provisions of this Article. This Section is not intended, however, to preclude or limit employees of the Association in their or its recourse to the grievance/arbitration provisions of this Agreement.

**ARTICLE 15**  
**SEPARABILITY**

Should any provision of this Agreement 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 shall remain in force and the parties shall be brought together immediately for a satisfactory replacement for any such provision.

**ARTICLE 16**  
**SAFETY AND HEALTH**

**Section 1. Enforce Rules/Regulations**

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

**Section 2. Motor Vehicles**

No employee shall be required to operate an unsafe piece of equipment of any kind or a motor vehicle which does not comply with state or federal law. The City agrees also that the provisions of MGL c89, s7B shall not be construed or applied by the City or any official of the City so as to limit, deprive or otherwise abridge the right of covered employees to defense and indemnification by the City of Cambridge in any case wherein an employee may or shall possibly be held liable for conduct in the performance of duty. The City agrees to defend, indemnify and hold harmless any employee in and for any situation that may or shall impose liability on the employee for circumstances and conditions or events arising in and out of the course of his performance of duty. The City further agrees that, in the effectuation of MGL c41, Sections 100, 100E and 100H, the most liberal construction and application of such statutes in favor of covered employees and parties in interest shall be the rule and standard; and the City agrees, on execution of this Agreement, to submit and bring about, from time to time, appropriations necessary to effectuate indemnification of employees, in accordance with law.

**Section 3. Prohibition – Personal Injury/Property Insurance**

No covered employee shall be obligated to purchase or otherwise be covered at his expense by any insurance policy relating to personal injury or property damage liability as such may arise out of the operation of any piece of equipment of any kind or of a motor vehicle owned by the City or used in behalf of the City.

**ARTICLE 17**  
**FITNESS TO RETURN TO WORK AFTER SERVICE CONNECTED**  
**SICKNESS, INJURY OR DISABILITY**

**Section 1. Incapacitation**

An employee incapacitated for duty because of sickness, injury or disability sustained in the performance of his duty without fault on his part, or an employee assigned to special duty whether or not he is paid for such special duty by the City, is so incapacitated because of sickness, injury or disability so sustained shall be granted injured leave without loss of pay or other compensation for the period of such incapacity, and this pursuant to MGL c41, s111F, as modified hereunder and subject to the provisions of this Article.

Except as specifically noted herein, the provisions outlined in this section governing return to work in limited duty situations shall also apply in circumstances where an employee is incapacitated from work because of sickness, injury or disability not incurred in the performance of duty, as described in Article 20, Section 2.

The term "duty" shall include the limited duty tasks as described and defined in this Article.

**Section 2. Examination/Treatment**

Such employee shall be entitled to examination and treatment by a physician of his own choice, and may be examined by a City physician upon direction of the City Manager. If absent on sick leave, such employee may be examined by a City physician pursuant to the provisions of Article 20, Section 2 of this Agreement.

The employee's physician shall be afforded full opportunity to consult with the City's physician as to the employee's fitness to resume police duty. If the employee's physician and the City physician disagree as to such "fitness" either to return to full, or after three (3) months' absence on sick or injured leave, limited duty, the following procedure shall be employed:

1. The Department will provide a copy of the City physician's report and recommendations to the employee to share with his/her physician.
2. The employee's physician shall provide the following information to the Department, in writing and in as timely a fashion as possible:
  - a. an up to date evaluation of the employee's condition, including a diagnosis, a prognosis, an evaluation of the employee's ability to return to full or limited duty work, and an opinion as to when he/she may return to such work;
  - b. the employee's physician must specify in what manner and how he/she disagrees with the City physician's evaluation and recommendations as to the employee's fitness to return to

full, or after (3) months absence on sick or injured leave, to limited duty.

3. Both the City and the employee's physician are encouraged to consult with each other to exchange views or seek clarifications.

4. When there is a conflict of opinion between the physicians, the City will coordinate the selection of a third physician who is acceptable both to the City's and the employee's physician. The third party physician, at the City's expense, shall examine the officer and render a written medical opinion as to the employee's fitness to return to full duty, or after an employee's (3) month absence on injured or sick leave, to limited duty. Copies of the third physician's opinion shall be forwarded to the City, the City's physician, the employee and the employee's physician.

In the event of the inability of the City's and the employee's physicians to agree upon a third physician, a physician shall be selected from a list or panel of physicians established or suggested by the Commissioner of Public Health of the Commonwealth of Massachusetts, in cooperation with the parties. Each party may strike any names which are unacceptable and shall rank the remaining names in the order of their preference. The first closest mutual preference shall be deemed selected. The selected physician, at the City's expense, shall so examine the employee and render an opinion as aforesaid.

Pending receipt of such written medical opinion, the City shall not require the employee to return to duty and shall continue to fully compensate him on either paid injured leave or sick leave, depending upon whether the sickness, injury or disability was sustained in the line of duty, as the case may be.

If the third physician determines that the employee is not fit to return to full duty, the employee shall be continued on paid injured or sick leave. If, after an employee has been absent on injured or sick leave for three (3) months, the third physician determines that the employee is not fit to return to limited duty, the employee shall be continued on paid injured or sick leave.

If the third physician determines that the employee is fit to return to full duty or, after three (3) months on injured or sick leave, is fit to return to limited duty, the employee shall no longer be continued on paid injured or sick leave.

The opinion of the third physician shall be final and binding on the parties. His determination shall not be subject to the grievance/arbitration provisions of this Agreement.

No injured or sick leave benefits shall be granted for any period after an employee has been retired or pensioned in accordance with law or for any period after a physician, jointly designated as above set forth, determines that his incapacity (as set forth in Section 1 of this Article, or Section 2 of Article 20) no longer exists for full duty, or, after three (3) month's absence on injured or sick leave, for limited duty.



### **Section 3. Limited Duty**

An employee shall be fit to return to duty if capable of performing limited police duties on either a full time or less than full time basis, if he has first been absent from duty on injured or sick leave for sixty (60) days.

The Department Head will make every reasonable effort where possible to make assignments of limited duty to the same shift or Platoon as the employee is then assigned, to the extent practicable. Limited duty assignments, however, will not be made to night shifts except for employees then assigned to those shifts.

Limited duty assignments shall not involve prisoner processing. No disciplinary action will be taken against an employee assigned to perform limited duty tasks who fails to respond to incidents that could result in re-injury or exacerbation of injury.

An employee who is regularly assigned to night duty and who is assigned to daytime limited duty shall continue to receive his/her night differential while assigned to the day shift, but shall receive no other shift differential. An employee who is regularly assigned to a day time 4 and 2 schedule and who is assigned to day time limited duty on a 5 and 2 schedule shall continue to receive weekend differential while assigned to the 5 and 2 schedule but shall receive no other shift differential

Limited duty assignments hereunder shall not be made to avoid seniority choices of employees in accordance with the provisions of this Agreement.

It is understood that assignment to limited duty tasks pursuant to the provisions of this Section are temporary in nature and shall not extend beyond the period of incapacity for full duty.

### **Section 4. Indemnification**

An employee assigned to limited duty under provisions of this Article arising from an incapacity pursuant to MGL c41, s111F shall be entitled to indemnification for all reasonable medical bills, etc. as provided by law. The provisions of this Article shall not constitute a waiver of said rights.

### **Section 5. Re-Examination**

In the event an employee is unable to perform limited duty tasks and his physician so states, the third physician process above provided, shall be resorted to in the event that the City physician disagrees, provided, however, resort to the third physician process in such event shall not occur sooner than sixty (60) work days after limited duty tasks first commence; provided further, pending the conclusion of such process, the employee may be returned to paid injured leave status under Section 1 or paid sick leave status under Article 20, Section 2, as the case may be.

**Section 6. Voluntary Duty**

Nothing in this Article shall preclude an employee returning to limited duty on the advice of his own physician subject, however, to the opinion of the City physician if so requested by the City in such case.

**Section 7. Uniform**

An employee returning to limited duty shall wear his uniform or plainclothes as determined by the Department Head, provided, however, a determination by the Department Head that an employee shall wear his uniform shall take into account the safety of the employee and the possibility of re-injury or exacerbation of the injury or illness. No employee, however, shall be required to wear his uniform to and from work while on limited duty.

**Section 8. Full Duty Employees**

Limited duty assignments shall not be made or used to replace any full duty employee regularly assigned to the Communications Unit or Administration Section without the consent of the Association.

**Section 9. Absence Period**

An employee shall not be required to return to limited duty unless he has been absent on paid injured leave or sick leave for at least sixty (60) days.

**Section 10. Expedite Medical Information**

In order to expedite receipt of pertinent medical information (and therefore payment of medical expenses, etc.), employees who are treated at the Cambridge Hospital or other hospital, or by a physician of their choice, shall sign a form releasing to the Police Department any and all medical and hospital records and documents pertaining solely to the nature, extent and cause of the particular sickness, injury or disability incurred in the performance of duty, or reoccurrence thereof, involved.

**Section 11. Paid Details - Limited Duty**

Employees assigned to limited duty may not work paid details.

**Section 12. Overtime - Limited Duty**

Employees assigned to limited duty may work overtime within the Communications Unit or the Administration Section, to the extent available, provided, however, employees regularly assigned to said Unit/Section on other than the limited duty basis provided in this Article shall have first preference as to any overtime work within said Unit/Division. This provision shall amend the provisions of Article 13, Section 4, of this Agreement.

**Section 13. Stay-at-Home Waiver**

Any employee on approved injured duty leave as a result of a physical illness or injury caused by physical trauma shall not be required to stay at home during the course of his/her leave and shall not be subject to home visits or calls.

**ARTICLE 18**  
**LEAVES OF ABSENCE**

**Section 1. Permitted Reasons**

Subject to the operating needs of each Unit or Division as determined by the Superior officer in charge, leave of absence without loss of pay or other benefits will be permitted for the following reasons:

- (a) Attendance by an employee who is a veteran as defined in MGL c31, s21 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 in other than dishonorable circumstances while serving in the armed services of the United States in time of war or insurrection;
- (b) Attendance by an employee who is a veteran as defined in MGL c31, s21 as a delegate or alternate to state or national conventions of certain veteran's organizations as designated from time to time, during the life of this Agreement, by the City Manager;
- (c) Inoculation required by the Municipal Employer;
- (d) Red Cross blood donations;
- (e) Promotional examination conducted under Civil Service law and rules for promotion to any position in the service of the Department;
- (f) Medical examinations for retirement purposes;
- (g) Attendance at educational programs required or authorized by the City.

**Section 2. Military Leave**

Every employee covered by this Agreement who is a member of a reserve component of the armed forces of the United States shall be granted, in accordance with MGL c33, s59, leave of absence with pay, during the time of his annual tour of duty as a member of such reserve component; provided, however, that such leave shall not exceed seventeen (17) calendar days.

**Section 3. Parental Leave**

(a) A leave of absence without pay, except as provided in subsection (c), will be granted for a period not to exceed six (6) months for the purpose of giving birth, provided the employee notified the Department at least two (2) weeks prior to his/her anticipated date of departure. A parental leave of absence without pay not to exceed six (6) months will be granted to provide care of a newly born or adopted child, provided the employee notifies the Department at least two weeks prior to his/her anticipated date of departure. Upon the expiration of said leave, the employee should be reinstated to his/her former position and Division. Failure to return to work upon the expiration of said leave will result in termination unless the employee has received a written extension thereto prior to the expiration date.

In addition to the other benefits available under this section, all new parents, regardless of gender, who have been continuously employed by the City for at least 3 months, will be eligible to receive six (6) shifts of Parental Leave to be used within 12 months of the birth of a child or the placement of an adopted or foster child. Parental Leave does not have to be used during consecutive shifts, but must be used in eight (8) hour increments, and no more than forty-eight (48) hours of Parental Leave may be used within any 12-month period, regardless of the number of children born or placed. The use of Parental Leave will not impact the earning of Attendance Incentives pursuant to Article 20, Section 4. Advance notification of the need for Parental Leave will be required.

(b) Any unpaid leave in (a) above taken for parental leave shall not accrue towards those benefits requiring certain periods of employment such as increments, or vacation leave, but the time taken for parental leave shall not affect the employee's rights to receive benefits for which he/she was eligible at the date of their leave.

(c) Sick leave shall be available during periods of disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from.

#### **Section 4. Personal**

Leaves of absence without pay for limited periods not to exceed six (6) months shall be granted for a reasonable purpose, as such purpose shall be determined by the Department Head, with the approval of the City Manager.

#### **Section 5. Bereavement Leave**

In the event of the death of a spouse, father, mother, or child of an employee who is in active service at the time of such death, whether such relative was a member of the employee's household or not, or of any other relative who was a permanent member of the employee's household or of any other person with whom said employee made his home, such employee shall be entitled to five (5) days bereavement leave, commencing the day following the day of death. In the event of the death of a brother, sister, grandparent, son-in-law, daughter-in-law, parents-in-law or a grandchild of an employee who is in active service at the time of such death, whether such relative was a member of the employee's household or not, such employee shall be entitled to four (4) days bereavement leave, commencing the day following the day of death. It is understood that these days shall be consecutive and shall include an employee's regularly scheduled days-off, but if such leave includes regularly scheduled work days, the employee shall be paid therefor. In the event an employee is working or is scheduled to work on the day of death, he shall be entitled to leave work or to not report for work without, in each instance, loss of pay.

Employees shall also be entitled to receive one (1) day bereavement leave without loss of pay for the purpose of attending funeral services or arranging burial of first cousins, brothers-in-law, sisters-in-law, aunts, uncles, nephews and nieces. For the purpose of this paragraph, employees whose bereavement leave occurs on a "short-day" so-called shall not be required to work either shift they were regularly scheduled for.

Additional bereavement leave may be granted employees in the discretion of the Department Head.

Bereavement leave under this Section shall not be deducted from sick or injured leave or vacation leave.

## **ARTICLE 19** **GRIEVANCE PROCEDURE AND ARBITRATION**

### **Section 1. Definition/Scope**

The term "grievance" shall include any dispute concerning (a) any of the provisions of this Agreement, or (b) any law, ordinance, rule, regulation, policy or practice relating to the Police Department and its operation as any of such may touch upon personnel relations, or (c) any decision or order of either the City Manager or the Department Head as any such may affect police personnel or conditions of work and employment.

### **Section 2. Procedure**

(a) **STEP ONE** - Grievances may be first presented by the employee and/or the Association representative to the Commanding Officer designated by the Department Head as in charge of the employee's shift, or such other Commanding Officer so designated, within 30 calendar days of the act or omission complained of or when the employee knew or reasonably should have known of said act or omission. An earnest effort shall be made within the next forty-eight (48) hours to adjust the grievance in an informal manner. A settlement of the dispute at this level shall not establish precedent for the resolution of other or similar problems throughout the Department.

(b) **STEP TWO** - If the grievance is not resolved in a mutually acceptable manner at Step 1 within seven (7) calendar days, it shall be submitted in writing, on agreed upon forms, to the Department Head by the employee and/or the Association. A meeting between the Department Head and/or his designated representative and the Grievance Committee of the Association shall be held within five (5) calendar days after referral to the Department Head, to discuss the grievance. If not satisfactorily adjusted by this meeting, the Department Head shall give his written answer with specification of grounds within five (5) calendar days of the meeting. If a grievance is adjusted at Step 2 of the grievance procedure, the adjustment shall be noted on the grievance form and shall be signed by the Department Head or his designated representative and the Association representative(s) reaching the adjustment.

(c) **STEP THREE - CITY MANAGER** - If the grievance is not resolved at Step 2, it shall be presented, in writing, by the Association to the City Manager within seven (7) calendar days after the written reply from the Department Head has been received. The City Manager or his designee shall meet with the Grievance Committee of the Association within ten (10) calendar days after submission at Step 3, or such other time as is mutually convenient to the parties and shall answer the grievance in writing within ten (10) calendar days of the meeting.

(d) **STEP FOUR - ARBITRATION** - If the grievance is not resolved at Step 3, the Association, and only the Association, may submit the grievance to arbitration. In matters in which the employee has elected to submit the grievance to arbitration pursuant to MGL c150E, s8, the employee may submit the grievance to arbitration. Submission to arbitration must be made in the form of a written Demand for Arbitration submitted to the American Arbitration Association within thirty (30) calendar days of the receipt of the Step 3 answer. The parties shall share expenses for the arbitrator's services equally. The arbitrator shall be without power to alter, add to or detract from the language of this Agreement. He shall submit in writing his finding of fact and award within thirty (30) days after the conclusion of testimony and argument or as soon as practicable thereafter. The decision of the arbitrator shall be final and binding on both parties.

The appearance of any employee witness at arbitration hearings shall not result in any loss of pay to said person; if such employee witness is a night officer, his schedule shall be adjusted by the Department Head to permit his appearance at the hearing.

If a decision satisfactory to the Association at any level of the grievance procedure is not implemented within a reasonable time, the Association may invoke Step 2, Step 3 or Step 4 of the grievance procedure, as the case may be. If the City exceeds any time limits prescribed at any Step in the grievance procedure, the Association may invoke the next Step of the procedure.

Written submission of grievances at Step 2 shall be in no less than triplicate, on forms to be agreed upon jointly, and shall be signed by the representative of the Association filing the grievances.

### **Section 3. Notification**

The Association shall be notified in writing of all grievances filed by employees covered by this Agreement, and of all grievance hearings and all determinations and awards. It shall have the right to have a representative present at any grievance hearing and shall be given no less than forty-eight (48) hours notice thereof, unless waived by the Association.

### **Section 4. General Grievance**

Any grievance as defined hereinabove, affecting a large group of employees or of a policy nature, may, at the option of the Association, be filed at Step 2 of the grievance procedure as a general grievance.

### **Section 5. Just Cause**

No employee shall be disciplined, suspended, discharged, removed or terminated except for just cause. No grievance which is subject to Civil Service or Retirement Board Law and Rules may be submitted as a grievance except as otherwise provided in MGL c150E, s8, in which event arbitration shall be the exclusive procedure for resolving any grievance involving discipline, suspension, discharge, removal or termination if an employee so elects, notwithstanding any contrary provisions of MGL c31, s41-45, and MGL c32, s16. In disciplinary matters an employee shall make his election after whatever step pursuant to Civil Service law the employee obtains the right to appeal the City's decision to the Civil Service Commission. In all other matters the employee shall make his election at Step 4. If an employee

elects arbitration, any action previously taken by the City pursuant to MGL c31 or c32 will be considered the equivalent of a Step determination; and his election in writing will constitute the grievance hereunder.

**ARTICLE 20**  
**VACATIONS, SICK LEAVE AND PERSONAL DAYS**

**Section 1. Vacations**

(a) The current policies and practices relating to vacations, inclusive of the right to split vacation leave during each of the summer and winter vacation periods, shall continue in force and effect. Vacation allowance depends upon the length of service of each employee.

<u>AFTER YEARS OF SERVICE</u>	<u>ADDITIONAL LEAVE</u>
1	14 days
5	21 days
10	28 days
14	29 days
15	30 days
16	31 days
17	32 days
18	33 days
19	34 days
20	35 days

(b) An employee completing one of the specified Years of Service between January 1 and June 30 of a vacation calendar year shall receive his additional vacation leave in the following six (6) month period; an employee completing one of the specified Years of Service between July 1 and December 31 of a vacation calendar year shall receive his additional vacation leave in the following six (6) month period. The provisions of this paragraph shall not reduce, in anyway, the present vacation eligibility or entitlement otherwise of employees.

(c) Winter vacations shall be posted in November of each year; summer vacations shall be posted in February of each year; and fifth (5<sup>th</sup>) week vacations shall be posted in September of each year.

Summer and winter vacation periods as scheduled by the Department Head or his designee shall be seven (7) in number.

Employees shall select vacations by noting their selection(s) on forms mutually agreed upon by the City and the Association, within thirty (30) days of each posting. Employees then on vacation or absent on sick or injured leave shall be given as much advance notice of the posting as is possible, to afford them every opportunity to participate in the selection process. Vacation selection shall be awarded based upon seniority.

During the Winter and Summer vacations, four (4) patrol officers from the Fourth Platoon will be allowed on each vacation period with a maximum of two (2) patrol officers from each group. During the fifth week vacations, seven (7) patrol officers from each platoon (with the exception of the Fourth Platoon) will be allowed on each vacation period. A maximum of four (4) patrol officers from each group will be allowed on each vacation period.

An employee with twenty (20) years or more of service, may sell back his/her fifth (5<sup>th</sup>) week vacation (seven vacation days) each calendar year at his/her applicable regular weekly rate of pay. An employee choosing this option must notify the Department no later than the closing date for the scheduling of the fifth (5<sup>th</sup>) week vacation period, and shall not be entitled to any vacation during such fifth (5<sup>th</sup>) week vacation period.

Effective January 1, 2015, any CPPOA member who retires or otherwise separates from employment with the City shall be paid for any vacation and/or personal time that he/she has accrued but not used as of the date of separation of employment according to the following calculation: the officer's regular weekly rate of pay will be divided by 5 to get a daily rate of pay. The daily rate of pay will be multiplied by the number of remaining vacation and/or personal days to get the total payout amount.

The above paragraph will not impact the interpretation of the vacation sell back option described in this section or any other provision of the parties' collective bargaining agreement.

(d) An employee who is called back from his scheduled vacation period because he is required to work overtime or because he is required to attend court in the performance of his duty shall receive, in addition to the overtime or court-time pay otherwise due him, an additional vacation day for each day on which he performs such service during said scheduled vacation period.

(e) For the purpose of computing vacation eligibility, employees shall receive credit for all Police Department service in the bargaining unit, continuous or not, and for all prior continuous consecutive service in other City Departments, except as agreed to by the parties; provided, however, suspensions of six (6) months or more shall not constitute service for such purpose. Employees who are first hired as police officers in the Cambridge Police Department pursuant to G.L. c. 31 s. 35 (lateral transfer) shall, for purposes of computing vacation eligibility, for the first three years of service with the Cambridge Police Department, receive service credit from the date of such transfer. After three years' service in the Cambridge Police Department, these employees shall be credited, for purposes of vacation eligibility, with service time based upon the date of their original hire as a police officer in the Commonwealth, after certification pursuant to G.L. c. 31, as adjusted for breaks in service, if any.

(f) Vacation leave and pay shall accumulate and accrue during an employee's injured leave under MGL c41, s111F, in accordance with present practice. Vacation leave and pay shall vest on January 1 of each year, and during each calendar year on an employee's anniversary date when he reaches any of the eligibility milestones (i.e. 1 year, 5 years, 10 years, 14-20 years of service and for employees with less than 1 year of service in their calendar year of hire as presently provided). In the event an employee is absent from duty because of injured leave and



said absence arises from the same injury or reoccurrence thereof and is for more than six (6) months in any calendar year, then, upon the return from injured leave in said calendar year; or an employee is absent because of a 30 day leave of absence without pay or a 90 day suspension, said employee's vacation leave and pay shall be prorated for that calendar year to reduce such leave and pay for that year, to the extent not theretofore used, by the proportion of time said injured leave of absence bears to a calendar year (i.e. an employee who is vested with four (4) weeks vacation leave on January 1, is injured on March 1, and returns from injured leave in December of that year, and has not taken any vacation that year, shall only be entitled to one (1) week of vacation for that calendar year).

(g) The order of selection, by seniority, for a vacation period shall be based upon all Police Department service in the bargaining unit, whether consecutive or not, in accordance with present practice, provided, however, if an employee resigns his position, and is later reinstated, then his seniority shall run only from the time of his reinstatement period, and provided further, suspensions of six (6) months or more shall not constitute service for such purpose.

(h) Up to two (2) vacation days from the summer schedule and up to two (2) days from the winter schedule may be carried over into and used in the next calendar year within the summer and winter vacation periods as designated, provided that an employee wishing to carry over any such days notifies the Department in writing of his/her intention to do so prior to January 1<sup>st</sup> of the calendar year in which the days are to be taken. Employees shall be entitled to carry over no more than a total of four (4) days into any subsequent calendar year. Beyond such four days, vacation time may be carried over only with the written permission of the City Manager, as per the practice in effect prior to the signing of this Agreement. Employees who are absent from duty because of injured leave who are unable to use vacation accrued as of the date of the injury must utilize the procedures of this section for requesting carryover of such vacation, and must make the request prior to January 1. The City agrees that the Police department will notify injured officers in writing that any vacation credited in the year of injury must be used that year, or carried over under the provisions of this section.

(i) Employees shall be permitted to take up to seven (7) days, per vacation period (Summer or Winter) of their vacation entitlement in single day or half-day increments, provided that the following conditions are met:

1. The day is requested in writing;
2. The written request is submitted with at least forty-eight (48) hours prior notice must be given to the Commanding Officer, unless there is an emergency;
3. The request may be denied based upon staffing needs;
4. If there are multiple requests for the same shift, preference shall be given on a first-come, first served basis, and

Employees may request up to two consecutive tours of duty off as single day vacation increments. Each tour shall be considered an individual request, subject to granting according to the above criteria.

(j) Officers employed as of June 15, 1999, who have had a break in service with the City, shall receive credit for all such service, including service before the break, for purposes of vacation eligibility. Officers hired after June 15, 1999 shall not receive credit for service before a break in service.

(k) An employee with ten (10) or more years of service may sell back one calendar week of vacation (seven calendar days) each calendar year at his/her applicable regular weekly rate of pay. An employee choosing this option must notify the Department no later than two calendar weeks prior to the closing date for the scheduling of the vacation period for which the employee elects to sell back a vacation week and shall not be entitled to any vacation for the vacation week sold back.

(l) Pursuant to the 2014-2017 Memorandum of Agreement, the parties formed a Joint Labor Management Working Group on Vacation Scheduling. As a result of that working group, the 2018 Vacation Scheduling Pilot Program Side Letter was agreed upon. (See Side Letter 6.)

## **Section 2. Sick Leave**

Each employee who is hospitalized, confined to his home for a prolonged period of time or is otherwise incapacitated, whether temporarily or not, because of sickness, injury or disability not incurred in the performance of duty, shall receive unlimited sick leave with pay during his absence from duty on sick leave, subject to the following provisions:

1. All personnel are put on notice that sick leave is only taken in the event of sickness, injury or disability not incurred in the performance of duty which prevents performance of duty by the employee.
2. For purposes of this policy, undocumented sick leave is any sick leave taken for which documentation in the form of a physician's certificate meeting the criteria outlined in paragraph 8 below is not presented.
3. All personnel will be docked 1/5 of a week's pay for every day of undocumented sick leave taken beginning with the seventh cumulative day of undocumented sick leave in a calendar year.
4. Commanding Officers and all supervisors will be responsible for periodic review of the attendance records of their assigned personnel. They will be responsible to counsel officers using excessive sick leave, to utilize attendance records in the management and assignment of their personnel, to administer warnings, and to report what actions have been taken to reduce the use of excessive sick leave by individuals as well as by patrol groups and other work units.

5. Disciplinary sanctions will be invoked against officers taking undocumented sick leave as set forth in Table I. These sanctions will be progressive and will include:
  - a. written warning
  - b. docking of pay
  - c. short term suspensions without pay
  - d. initiation of Department charges leading to long term suspensions and/or termination proceedings.

For personnel assigned to night duty, suspensions are to begin on first-half weekday shifts (unless otherwise ordered) and will be for consecutive tours of duty. For personnel assigned to day shifts, suspensions will begin on weekdays and be for consecutive tours of duty.

6. Nothing in this policy will prohibit the Police Department from verifying the legitimacy of absence due to sick leave.
7. All personnel are required:
  - a. to report to the Front Desk at least one (1) hour prior to the start of a scheduled tour of duty the nature of any sickness, injury or disability, the person reporting, the location of the officer during the scheduled tour of duty hours, and his/her telephone number. This information is to be recorded on the sick leave roster at the Front Desk. Officers who provide acceptable medical documentation, as defined in subsection (b) below, indicating that they are not able to report to work for fourteen (14) days or more, shall be exempt from the requirement of daily call-in under this subsection. If officers who have obtained an exemption under this subsection remain medically unable to report to work after the date of return initially projected by their medical provider, they must provide the Department with a revised projected return date from such provider, or they will lose their exemption.
  - b. to supply acceptable medical documentation after return to duty within ten (10) calendar days beginning with the day after the first day back to work, or counted as undocumented, no exception. Acceptable documentation to include:
    - (1) appropriate letterhead
    - (2) date of examination
    - (3) diagnosis
    - (4) date of return to work or next scheduled appointment
    - (5) original signature from doctor, nurse practitioner or physician's assistant.

Documentation not meeting these criteria will not be accepted and the time absent will be counted as undocumented sick leave for purposes of this Policy.

8. All medical documentation shall be submitted to the Commanding Officer. The Commanding Officer will note the date received and the period of absences on the documentation and subsequently forward the documentation to the Office of the Commissioner. The approval of the submitted documentation will be determined by the Office of the Commissioner.
9. After five (5) consecutive days of sick leave (regardless of the total number of undocumented sick days), personnel may be required to submit reports on their medical condition at appropriate intervals. These personnel may be required to be examined, at City expense, by a physician of the City's choice. Employees shall exercise their best efforts to obtain and provide copies of all relevant treating records to the City's designated physician upon request of the City. Such requests shall be narrowly tailored to those records reasonably related to the specific illness or illnesses for which the employee and/or his/her physician claim as the basis for an inability to work. Employees shall request their treating physicians to cooperate and consult fully with the City physician.<sup>1</sup>
10. Once an officer has reported sick to the Front Desk and an entry is made in the Time Book regarding the officer's sick status for a specific tour of duty, it cannot be changed to a personal day, vacation day, etc.
11. Nothing in this Policy shall prohibit the Police Department from imposing appropriate disciplinary sanctions for patterned absenteeism or falsification of any report required. No pay is allowed if the officer:
  - a. attempts to deceive the attending physician in relation to the case;

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<sup>1</sup> After the 6th undocumented sick leave day, an employee will receive a written warning which will be placed in the employee's personnel file (to be removed after one year). The employee is to be advised that he/she will be subject to disciplinary action for subsequent, undocumented sick leaves.

Said disciplinary action will be in according to the following schedule in a given calendar year:

- a. 7th undocumented day - docked pay for day
- b. 8th undocumented day - docked pay for day, one (1) day suspension
- c. 9th undocumented day - docked pay for day, one (1) day suspension
- d. 10th undocumented day - docked pay for day, three (3) day suspension
- e. 11th undocumented day - docked pay for day, five (5) day suspension
- f. 12th undocumented day - docked pay for day, initiation of Departmental charges leading to long term suspension and/or termination.

Multiple days in a single absence move the schedule along (so that a three day undocumented absence for days #5, #6, and #7 result in a warning and docking and the next absence is considered #8).

- b. does not remain at his/her reported location during the scheduled tour of duty hours unless permitted to do otherwise in advance by the respective Commanding Officer or by the attending physician (with advance notice to the Commanding Officer); or
- c. refuses or neglects to conform to the instructions of the attending physician.

In addition, no pay is allowed if the sickness, injury or disability is not accidental but is self-inflicted or self-imposed.

- 12. The Police Department has created the positions of Peer/Stress Officers and committed resources to the counseling of officers experiencing stress or other related matters. The Employee Assistance Program is also available to all officers. All personnel are encouraged to avail themselves of this assistance.

### **Section 3. Sick Committee**

A Sick Leave Committee is hereby established, to consist of the City Manager or his designee (Assistant City Manager, Personnel Director) and the Department Head, and five (5) Association representatives to be designated by its Executive Board. The Committee shall meet bi-monthly to review sick leave records of employees.

### **Section 4. Attendance Incentives**

- a. All employees who use no sick time, injured leave, leave of absence or other unpaid status in a calendar year shall be entitled to three (3) paid commendation days off, exclusive of any other paid leave to which they are entitled under this Agreement.
- b. All employees who use no sick leave in any rolling six (6) month period shall receive a paid day off for such period(s), exclusive of any other paid leave to which they are entitled under this Agreement.
- c. All employees who use no sick leave, leave of absence or other unpaid status in any six (6) month period measured from January through June or July through December of each year shall receive sick leave incentive pay in the amount of three hundred (\$300) for each such period. Such incentive pay shall be exclusive of any other sick leave benefits provided to employees under this Agreement.
- d. The time or times when commendation days and sick leave incentive days under subsections (a) and (b) above are taken shall be subject to the approval of the Commissioner based upon his reasonable determination concerning staffing and operational needs.

### **Section 5. Personal Day**

Each employee shall receive two (2) personal days per calendar year for personal business, provided (a) he gives reasonable notice of such leave; and (b) he shall not take said leave at either end of his vacation period or immediately prior to or following a paid holiday. Personal days shall not accumulate from year to year. At least three (3) employees in each Platoon of the Patrol Division (the Traffic Division shall be considered part of the Day Platoon for this purpose), and in the sections/divisions referenced in Article 13, Section 1, (c) shall be given their personal day-off each day; provided, however, that if more than three (3) employees request personal leave in each such Platoon or in said Section/Division on a given day, the first three (3) employees so requesting shall receive same on a first-come, first-served basis. Personal days may be taken in four (4) hour increments subject to the terms set forth in this section.

The second personal day in any calendar year shall not be available to any employee who has seven or more undocumented sick days in such year. If an employee takes a seventh undocumented sick day in any calendar year in which he/she has already taken two (2) personal days, a one day deduction will be taken from his/her personal day benefit for the following year.

### **Section 6. Family Leave Days**

All employees will be entitled to five (5) sick days per year pursuant to the sick leave benefit provision of this Agreement to care for a member of the employee's immediate household who is ill, injured or impaired. Any such days taken shall be deemed documented days upon production by the employee of documentation of the family member's illness, injury or impairment from the member's caregiver as defined by Article 20, Section 2(7)(b)(5).

## **ARTICLE 21** **MISCELLANEOUS**

### **Section 1. Supersedence**

The provisions of this Agreement supersede any conflicting or inconsistent rule, regulation or order promulgated by the City Manager or Department Head. In the event any statute(s) relating to members of the Police Department provides or sets forth benefits or terms in excess of or more advantageous than the benefits or terms of this Agreement, the provisions of such statute(s) shall prevail. In the event this Agreement provides or sets forth benefits or terms in excess of or more advantageous than those provided or set forth in any such statute(s), the provisions of this Agreement shall prevail.

### **Section 2. Exercise of Rights, Claims, and Interests**

Neither this Agreement nor its execution shall be deemed a waiver, release or bar of any kind to or of the retention, continued possession and exercise of all rights, claims and interests of any by individual employees in relation to the City of Cambridge.

### **Section 3. Job Benefits, Practices and Conditions**

Except as provided herein, all job benefits, practices and conditions uniformly enjoyed by the employees shall continue in force and effect during the term of this Agreement or any supplement thereof. No employee shall suffer a reduction in such benefits, practices and conditions as a result of the execution of this Agreement or for other reason. "Benefits"

hereunder shall be deemed to include, by way of example and not by the way of limitation, vacation leave and paid injured leave.

**Section 4. Warnings**

Written warnings issued after six (6) days undocumented sick leave in each calendar year shall be removed from an employee's file after one (1) year. Other written warnings shall be removed from an employee's personnel file after five (5) years.

**Section 5. T-Pass Subsidy**

The City shall provide a T-Pass subsidy of 60% of the cost of a monthly pass, up to a maximum of \$30 per month, for use by employees only, purchased through payroll deductions.

**Section 6. Parking**

Parking at New Police Facility: The City has arranged for what it believes will be sufficient, covered off street parking for all Association members in one of two parking facilities at or near 125 Sixth Street. Based upon the cost to the City of such parking, all employees who wish to park in one of these two garages will pay \$20 per month through payroll deduction for the life of this contract. Those who make alternative arrangements (e.g. MBTA, walking, alternative lot, on street resident parking, etc.) would not be required to participate, but would not be eligible for parking in either of these two garages at this rate. Employees who are assigned a take home vehicle will be provided with designated on-street parking, at the same monthly cost as garage parking and will also have access to garage parking for tours of duty for which they use their personal vehicle.

**Section 7. Safety Issues**

The Department shall provide officers with body armor pursuant to the departmental policy on "Protective Body Armor." Notwithstanding anything in the policy, employees shall be required to have their body armor at a detail site for use in the event of activation, but shall otherwise not be required to wear it while performing their duties at the detail. The failure of an officer to wear body armor as required by the Protective Body Armor policy and/or to wear a seat belt as required by the Seat Belts in Police Vehicles Policy shall under no circumstances disqualify the officer from the rights and benefits otherwise available to him/her under contract and/or law.

**Section 8. Driver Verification System (DVS)**

The Department plans to enroll in the DVS to have the RMV notify the department when an employee's license status changes. This will assist with ensuring compliance with the requirements for the position as well as save staff time in performing the current audit function. This is not intended to alter any existing reporting requirement existing under current rules and regulations.

## **ARTICLE 22** **COURT-TIME**

### **Section 1. Court Time**

An employee on duty at night or on vacation, furlough, or on a day-off, who attends as a witness or in other capacity in the performance of his duty or, on behalf of the Commonwealth or the City in a criminal or other case pending in any district court, including the municipal court of the City of Cambridge, any juvenile court, and any superior court, or before any grand jury proceeding, or in conference with a District Attorney or Assistant District Attorney, or at any pretrial conference or any other related hearing or proceeding, or who is required or requested by any city, county, town, state or the federal government, or subdivision or authority, or official, of the state or federal government, or subdivision or agency of any of the foregoing, or who attends as a witness or in other capacity in the performance of his duty for the government of the United States, the Commonwealth or the City in a criminal or other case pending in a federal district court, or before a grand jury proceeding, or a United States Commissioner, or in conference with a United States Attorney or Assistant United States Attorney, or at any pre-trial conference or any other related hearing or proceeding, shall be entitled to overtime compensation for every hour or fraction thereof during which he was in such attendance or appearance, but in no event shall such compensation be less than three (3) hours overtime pay, to be paid for in accordance with the provisions of Article 13, Section 6(a), of this Agreement; provided; however, that if he also so attends or appears during any one day on more than one such occasion, he shall be entitled to such additional pay from the time of first such attendance on such day to the time of last such attendance on such day; provided further, 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 provisions of this Agreement.

The three (3) hour court-time minimum under this Section shall increase to four (4) hours, provided an employee has actually been in court for one (1) hour; if an employee has not actually been in court for one (1) hour on the occasion of a morning session, he shall continue to receive the three (3) hour minimum. The increased minimum does not apply to felony arraignments.

An employee scheduled to attend an afternoon session of the court (commencing at or after 2:00 P.M.), without having also attended the morning session, shall be entitled to overtime compensation for every hour or fraction thereof during which he was in such attendance or appearance, but in no event shall such compensation be less than four (4) hours overtime pay, to be paid for in accordance with the provisions of Article 13, Section 6(a), of this Agreement.

### **Section 2. Arraignments**

Arresting officers shall appear in court on the day of arraignment in felony cases, in accordance with past practice, and receive a minimum of three (3) hours overtime pay for each appearance.

### **Section 3. Travel Time**

An off-duty employee required to attend or appear at any court proceeding, meeting, hearing, or any other activity of any of the governmental entities listed in Section 1 of this



Article, which is located fifteen (15) or more miles away from the City of Cambridge, shall be entitled to two (2) hours of overtime compensation as travel time. Such employee shall also be entitled to a mileage reimbursement of thirty cents (\$.30) per mile for any such travel, unless provided with a City vehicle. Mileage shall be determined by the average distance to and from any such location and Cambridge Police Headquarters.

#### **Section 4. Trial Dates for Day Officers**

The Prosecuting Officer shall not use a day officers days off as reason for not continuing the court hearing and/or trial of a case to his days off or for objecting to the continuance of a court hearing and/or trial to his days off.

#### **Section 5. Short-Day Court Time**

An employee coming off Last Half tour of duty who is scheduled at court the same morning at the end of his tour shall be deemed on court-time commencing at 8:01 A.M.

#### **Section 6. Short-Day Trials**

An employee assigned to the Second or Third Platoon may request and schedule court hearings and/or trials for his "short-day" so-called (e.g. a night officer commences work on a last-half tour of duty, then works a first-half tour of duty the same day, then is on a long-day, then returns to work for a last-half tour of duty, then works a first-half tour of duty the same day before going on his days-off; the period of time commencing with his last-half tour of duty and ending with his first-half tour of duty the same day is known as his short-day).

#### **Section 7. Short-Day Option**

An employee performing court-time duty to 11:00 A.M. or thereafter after completing a last-half tour and scheduled to report for his next regular tour of duty at 3:00 P.M. on the same day, may, at his option, report for work at 5:30 P.M. and work until the end of his scheduled tour of duty, provided he has notified the Station to such effect prior to 1:00 P.M. on such day.

An employee performing court-time duty to 1:00 P.M. or thereafter after completing a last-half tour and scheduled to report for his next regular tour of duty at 3:00 P.M. on the same day, may, at his option, report for duty at 3:00 P.M. or upon conclusion of his court-time duty, and leave duty at 8:30 P.M., instead of reporting for duty at 5:30 P.M. If more than five (5) employees perform court-time duty to 1:00 P.M. or thereafter, the Prosecuting Officer or the Department Head or his designee shall determine which five (5) of said employees so opting shall leave duty at 8:30 P.M., the remaining such employees to report for duty at 5:30 P.M. and work until the end of their scheduled tour of duty.

Notwithstanding the foregoing provisions of the second paragraph of this section, an employee on a short-day and scheduled to appear in court for an afternoon session, without having also attended the morning session, after completing a last-half tour and scheduled to report for his next regular tour of duty at 3:00 P.M. on the same day, shall report for duty at 3:00 P.M. or upon conclusion of his court-time duty and leave duty at 8:30 P.M.

**Section 8. Evidence Pick-Up/Delivery**

An employee who is scheduled to be off-duty and who is required by the Department to pick-up evidence at Police Headquarters for use in court as evidence and/or to return same to Police Headquarters after his court appearance, shall be entitled to one-half (1/2) hour's pay on an overtime service basis for each such pick-up or return, provided, however, if the aggregate continuous time for such court appearance and said pick-up and/or return of evidence does not exceed four (4) hours, then the provisions of this Section shall not be applicable.

**Section 9. Drugs Pick-Up/Delivery**

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

**Section 10. Other Appearances**

The City shall pay overtime for appearances before the License Commission, depositions, or disciplinary hearings, when subpoenaed.

**Section 11. Failure to Appear in Court, Disciplinary Schedule**

The following discipline will be imposed on any patrol officer who fails to appear in court when properly notified:

First Occurrence:      Written warning to be maintained at Second Level

Second Occurrence: (within 12 months of first occurrence) written reprimand to be included in officer's personnel file.

Third Occurrence:      (within 12 months of second occurrence) one day suspension without pay.

If the number of police officers failing to appear in court returns to the previous level or shows a marked increase, this agreement will be void and the discipline previously imposed will resume.

**ARTICLE 23**  
**INSURANCE**

**Section 1. Health Insurance**

The City will provide Blue Cross Blue Shield Blue Choice with regular dependent child student coverage up to age 25.

Employees hired prior to July 1, 2019 shall pay 18% employee contribution for HMO coverage. Employees' health insurance will be paid on a pretax basis.

Notwithstanding the duration of this agreement, employees hired or rehired by the City as sworn officers on or after July 1, 2019 shall contribute 25% of the cost of health insurance. The parties agree that the subject of contribution rates for employees hired or rehired by the City on or after July 1, 2019 shall not be within the scope of negotiations during and for the term of the agreement (or arbitration award) which succeeds the parties' 2014-2017 agreement.

The Association recognizes and agrees that BC/BS Blue Choice is an HMO and subject to the applicable employee health insurance contribution that shall begin one (1) month prior to employees enrolling in Blue Choice.

The City shall offer a BC/BS, Basic Major Medical Plan with Benefit Management indemnity plan to employees. The indemnity plan will include member and family calendar year deductibles, 80% semiprivate room and special services, out-of-hospital benefits at 80%, and usual and customary physicians and other professional providers services at 80%. Specific benefit detail plans are available at the Personnel Office. Employees shall be responsible for 1% of the indemnity plan monthly premium costs.

The City agrees that should it voluntarily offer another health insurance for management employees, it will make the plan available to eligible employees who reserve the right instead to continue coverage under BC/BS Blue Choice during the term of this agreement.

The City and the Association agree to meet periodically to discuss any problems with implementation and administration BC/BS Blue Choice or other coverage.

## **Section 2. Pay in Lieu of Health Insurance**

Eligible employees who decline City Health Insurance, effective upon the implementation of BC/BS Blue Choice, but have health insurance coverage through another source not contributed to by the City, are eligible to receive \$133.33 per month payment (\$1,600/year) in lieu of health insurance. This payment shall not be included in pay for any other purposes.

Employees who lose the alternative health insurance through no fault of their own, (e.g. spouse loss of job and hence insurance) will be entitled to enroll in City insurance plan off open enroll period with no waiting periods or preexisting condition limitations. Employees can elect coverage at open enrollment without limitation as to other coverage.

## **Section 3. Accidental Death Insurance**

Pursuant to the provisions of MGL c32B, s11D, the City shall provide and pay seventy-five (75%) percent of the premium cost, for service-connected group accidental death insurance coverage in an amount equal to twice the maximum amount to which each eligible employee would be entitled if insured for the maximum amount of group accidental death and dismemberment insurance provided under MGL c32B, s11A. It is understood that the City may decide to be a self-insurer. In the absence of an effective insurance policy, the City shall be deemed a self-insurer hereunder.

**Section 4. Health and Welfare Fund**

The City agrees to contribute to the Health and Welfare Fund (Dental/Vision Care Plan) the sum of \$13.00 per week for each employee covered by this Agreement. Should the required contribution to the Fund as determined by the Trustees thereof exceed \$13.00 at any time during this Agreement, the City and each employee will split such excess amount on the 50%/50% basis.

**Section 5. Flexible Medical Spending/Dependent Care Assistance**

The City will implement a flexible medical spending and dependent care assistance program. Employees who elect to enroll shall pay voluntarily, the vendor fee for such services and shall be responsible for any additional charges for the services as they may occur.

**ARTICLE 24**  
**UNIFORMS AND EQUIPMENT**

**Section 1. Uniforms**

Effective July 1, 2016, the clothing allowance was increased to \$1,000 and then rolled into the salary schedule after the cost of living adjustment was applied. Employees continue to be responsible for the purchase of required uniform items except as otherwise provided in this agreement.

The City agrees to replace, at its expense, items of clothing and uniforms substantially damaged in the performance of duty without negligence on the part of the employee involved.

Employees agree to comply with Departmental 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 equipment as needed, including badges, numbers, patches and insignia, nightstick, weapons, garrison belts, holsters, and other equipment as presently furnished employees by and under the practices or Rules and Regulations of the Police Department. Each employee shall be provided with a riot helmet; and such other emergency equipment as shall be requisitioned by the Department Head shall be available and accessible. This equipment will be worn and used in the manner and at such times and places as determined by the Department head or his designee.

**Section 3. Firearm Licenses**

Each Cambridge Police Officer applying for a license to carry a firearm which is approved by the Police Commissioner in the City of Cambridge, shall pay not more than half the firearms application fee then in effect.

**Section 4. Bullet Proof Vests**

The City shall reimburse newly hired officers up to \$200 for the purchase of a bullet proof vest, provided the officer submits receipt as proof of purchase within six months from the date of hire.

**ARTICLE 25**  
**MINIMUM MANNING**

In order to maintain and assure full protection of the citizens of Cambridge and the safety of members of the force, each sector cruiser shall be manned by two (2) employees in the bargaining unit. In order to maintain and assure full protection of the citizens of Cambridge and the safety of members of the force, two (2) employees of the bargaining unit shall staff each sector cruiser.

**ARTICLE 26**  
**AGREEMENT**

The City will furnish a copy of this Agreement to every member of the bargaining unit.

**ARTICLE 27**  
**COMPENSATION**

**Section 1. Annual Salary**

During the term of this contract wages are payable only to those persons who continue to be employed in the police department in sworn positions, or who resigned or retired on or after July 1, 2017.

	STEP 1	STEP 2	STEP 3	STEP 4
	MINIMUM (APPT)	AFTER 1 YEAR	AFTER 2 YEARS	AFTER 3 YEARS OR MAXIMUM
	-----			
7/1/2017 2.5%	\$46,986	\$53,649	\$60,316	\$66,982
7/1/2018 2.5%	\$48,161	\$54,990	\$61,824	\$68,657
7/1/2019 2.5%	\$49,365	\$56,365	\$63,369	\$70,373

New employees shall be paid the Step 1 salary rate on appointment and shall advance to the Steps 2, 3 and 4 salary rate(s) on completion of one (1), two (2) and three (3) years of service, respectively.

**Section 2. Career Award Program**

(a) Permanent employees with the following requisite years of service shall receive an annual payment, payable in weekly installments, in accordance with the following schedule:

<u>COMPLETED YEARS OF SERVICE</u>	<u>ANNUAL PAYMENT</u>
5 but not 10	1.39% of Annual Salary
10 but not 15	4.17% of Annual Salary
15 but not 20	7.50% of Annual Salary
20 but not 25	11.00% of Annual Salary
25 and over	15.00% of Annual Salary

Service hereunder shall commence with date of permanent appointment and shall not include reserve time.

(b) Employees who qualify for education incentive pay under MGL c41, s108L, as amended (see Section 3), as well as for pay under Section 2(a), shall receive the higher payment to which they are entitled, but not both.

(c) Weekly payments hereunder shall be included in base pay/annual salary for the purpose of computing sick pay, injured pay, holiday pay, vacation pay, overtime and court-time pay and pay for other compensable leave, and shall be deemed and is regular compensation for pension/retirement purposes. The guaranteed holiday payments specified in Article 12, Section 3, will be increased for employees by a percentage reflecting career award annual payments divided by annual salary under Section 1 of this Article. Career award payments will be determined by years of service computed as of September 1 of any year, for purpose of computing the increased holiday payment.

(d) Employees hired on or after July 1, 1977, shall not be eligible for payment under this Section.

**Section 3. Education Incentive Program**

(a) In the event that MGL c41, s108L, which was accepted by the City in 1971, shall be repealed or amended, the following shall apply:

Employees shall continue to receive the education incentive pay and percentages they were/are entitled to and were/are receiving or may be entitled to receive in accordance with said

MGL c41, s108L, had said General Law not been repealed or amended, and the City shall pay the entire amount thereof.

However, beginning with payments made on and after July 1, 2018, as long as a college or university is accredited by the Massachusetts Board of Higher Education or one of the regional boards listed below, neither an officer's enrollment date nor the failure of the Massachusetts Board of Higher Education to certify a particular criminal justice or law enforcement program will impact an officer's eligibility for payments under this Section. The eligible regional accreditation boards are:

- Middle States Commission on Higher Education
- New England Association of Schools and Colleges
- Northwest Commission on Colleges and Universities
- Higher Learning Commission (formerly, North Central Association of Colleges and Schools)
- Southern Association of Colleges and Schools
- Western Association of Schools and Colleges
- Board of Regents of the State of New York

In addition to those programs that have been approved pursuant to M.G.L. c. 41, Section 108L, the following areas of study/degree programs will be eligible for education incentive pay –

Associates and Bachelors Degrees: Criminology, Forensic Science, Business Administration, Finance, Accounting, Information Technology, Computer Science, Management, Psychology, Sociology, Social Work, Law/Legal Studies, Emergency Management.

Masters Degrees: Criminal Justice, Criminology, Business Administration (with 18 Credits in Criminal Justice), Public Administration (with 18 Credits in Criminal Justice)

Other degree programs may be accepted on a case by case basis if deemed job-related by the City Manager and Police Commissioner. Employees may need to show transcripts and coursework completed for degrees in order to have degree deemed job-related.

(b) It is the intent of this Section to guarantee 100% payment of education incentive pay benefits notwithstanding any subsequent legislation which might affect MGL c41, s108L, or the City's reimbursement by the Commonwealth.

(c) Education incentive pay shall be included in base pay/annual salary for the purpose of computing sick pay, injured pay, holiday pay, vacation pay, overtime and court-time pay and pay for other compensable leave, and shall be deemed and is regular compensation for pension/retirement purposes.

(d) The City and the Association agree to comply with the provisions of Attachment A of the Memorandum of Agreement dated April 9, 2008.

#### **Section 4. Night Shift Differential**

(a) An employee who is regularly scheduled to work a night tour of duty, as defined in Article 13, Section 1(a), of this Agreement, shall receive, in addition to his regular weekly compensation, a night shift differential calculated at seven percent (7%) of the 4th step patrol officer weekly salary in effect from time to time. The parties agree that the actual dollar amount, as it may change from time to time resulting from this percentage computation, is fair and appropriate compensation for working nights.

(b) Night shift differential shall not be included in base pay/annual salary for the purpose of computing overtime or court-time pay, but shall be included in base pay/annual salary for the purpose of computing sick pay, injured pay, holiday pay, vacation pay and pay for other compensable leave, and shall be deemed and is regular compensation for pension/retirement purposes.

#### **Section 5. Emergency Medical Technician (EMT) Differential**

Each employee certified as an Emergency Medical Technician (EMT) shall receive in addition to the salary to which he is otherwise entitled under this Article, an annual payment of \$350.00. EMT compensation shall be paid to employees on the first payday in June of each year, based upon their certification as of the previous April 1<sup>st</sup>, in one lump sum and shall be deemed and is regular compensation for pension/retirement purposes.

#### **Section 6. Weekend Differential**

Weekend differential shall be included in base pay/annual pay and shall be paid for all hours for which the employee is regularly scheduled to work on Saturday and/or Sunday. Eligible uniformed officers shall receive a weekly amount calculated at four percent (4%) of the 4th step patrol officer base weekly salary rate in effect from time to time. The parties agree that the actual dollar amount, as it may change from time to time resulting from this percentage computation, is fair and appropriate compensation for working weekends.

Officers intermittently assigned to weekend duty (e.g., C.I.D.) shall continue to be paid for only the hours the employee is regularly scheduled to work on Saturdays and/or Sundays.

If an officer is transferred to or from the First Platoon, the weekend differential amount stated above will begin or cease at the time of the transfer; no adjustments will be calculated.

#### **Section 7. Specialist Differential**

The patrol officer assigned to the detail room shall receive an annual differential of \$5,500.00, which shall be paid weekly, in lieu of his right to work any paying police details, and shall be included in base pay/annual salary for the purpose of computing sick pay, injured pay, holiday pay, vacation pay, overtime and court-time pay, career award pay and education incentive pay and pay for other compensable leave, and shall be deemed and is regular compensation for pension/retirement purposes.

#### **Section 8. Weapon Familiarization Differential**

Each employee shall be paid yearly an amount equal to 3.5% of the 4<sup>th</sup> step patrol officer base annual salary rate in effect from time to time for weapons familiarization, provided the



officer has carried his/her weapon for at least one (1) day in the immediately preceding fiscal year. Weapons familiarization pay shall be included in base pay/annual salary for the computation of educational incentive pay. Such differential shall be paid in two (2) equal installments in the fourth pay period of July and January of each year, and shall be guaranteed subject to the proviso in the foregoing sentence, and shall be deemed and is regular compensation for pension/retirement purposes.

Officers may be required to qualify up to two (2) times per year, including upon return for long term absence. No pay is authorized if officers do not qualify, or do not carry their weapon for more than a year.

Pay will not be denied an officer for whom no opportunity to qualify is provided by the department.

If an officer does not carry a weapon for a year or less and does return to work and qualifies, s/he shall receive retroactive payments for such period.

#### **Section 9. Master Patrol Officer (MPO) Differential**

In consideration of the provisions of this Agreement relative to the Fourth Platoon, as described in Article 13, Section 1(a), the City agrees to establish the category of Master Police Officer.

Each employee with more than five (5) years of service, or who hereafter completes five (5) years of service, shall, commencing with his/her anniversary date, receive MPO differential calculated at 4.415% of the 4th step patrol officer base weekly salary rate in effect from time to time. The parties agree that the actual dollar amount, as it may change from time to time resulting from this percentage computation, is fair and appropriate compensation for this benefit.

MPO differential shall be payable in equal weekly installments. Such differential shall be included in base pay/annual salary for the purpose of computing sick pay, injured pay, holiday pay, vacation pay, overtime and court-time pay and pay for other compensable leave, and shall be deemed and is regular compensation for pension/retirement purposes. Master Patrol Officer Differential shall be included in base pay for purposes of computing Educational Incentive pay or Career Awards pay.

#### **Section 10. Article 13, Section 1(b)(c), Section 2(a)(iv) Differential**

Officers on days and assigned to the Selective Enforcement Unit, Quality Control Section which includes Internal Affairs and Inspections; Administration Section which includes, Identification Unit, Off-Duty Employment, Academy Training, Records/Property, Court Prosecutor and Vehicle Maintenance; Investigation Section which includes Homicide, Vice/Narcotics, General Assignment, Sexual Assault, Hate Crimes, Auto Theft, and Warrant Unit; Public Information; and Community Relations Section shall receive a weekly payment equal to 1.397% of the 4<sup>th</sup> step patrol officer base weekly salary rate in effect from time to time. Such differential shall be included in base pay/annual salary for the purpose of computing sick pay, injured pay, holiday pay, vacation pay and pay for other compensable leave, and shall be deemed and is regular compensation for pension/retirement purposes.

This differential does not apply to those employees on a rotating 4 and 2 work schedule.

**Section 11. Duty Differential**

(a) Employees regularly scheduled to work in the Communications shall be paid, in addition to their regular weekly compensation, the sum of \$15/weekly.

(b) Employees regularly assigned as Booking Officer, Wagon Officer, or Clerk on a four (4) shift basis weekly shall be paid, in addition to their regular weekly compensation, the sum of \$50/weekly. Employees regularly assigned as Booking Officer, Wagon Officer, or Clerk on a two (2) shift basis weekly shall be paid, in addition to their regular weekly compensation, the sum of \$25/weekly.

This compensation shall be included in base pay/annual salary for the purpose of computing sick pay, injured pay, vacation pay and pay for other compensable leave, and shall be deemed and is regular compensation for pension/retirement purposes.

(c) Employees assigned as a Booking Officer, Wagon Officer or Clerk on other than a four (4) shift basis weekly, shall receive, for each shift they are so assigned the sum of \$10.00, which shall be payable to them on a quarterly basis in April, July, October and January of each year. This compensation shall be deemed and is regular compensation for pension/retirement purposes.

**Section 12. Hazardous Duty Pay**

Each employee shall receive a hazardous duty payment on the third payday of each month equal to 11.25 % of the 4<sup>th</sup> step patrol officer base annual salary rate in effect from time to time divided into twelve equal monthly payments. Hazardous duty pay is regular compensation for pension/retirement purposes and shall be included in base pay for the purposes of computing Education Incentive pay or Career Awards pay.

**Section 13. Sexual Assault On-Call Differential**

Employees within the Investigations Section may be assigned weekly (i.e., Monday through Sunday) on a rotational basis to be on-call outside of regularly scheduled hours of work for response to sexual assaults. Employees so assigned shall be compensated at the rate of \$100 for each weekly on-call assignment exclusive of any call-in pay such employees may receive under Article 13, Section 5(c) of this Agreement when actually called in during any period of on-call status. While serving in on-call status, the employee will be given a beeper by the Department. The employee is expected to call immediately if beeped and, if directed, report for duty as soon as possible, but in no event later than one (1) hour after having been beeped.

The Department shall make this assignment available on a voluntary basis to detectives in the Investigation Section. The City reserves the right to reasonably determine who is qualified based upon training or experience, skill and aptitude. All qualified volunteers shall be placed upon a rotating assignment list and shall be assigned on an equitable rotation. If there are insufficient volunteers to meet the requirements of this assignment, the Department may make assignments as needed on a rotating basis from qualified officers not on the list.

**ARTICLE 28**  
**PAYDAY**

Employees shall receive their regular paychecks, as well as their detail paychecks, on Thursday of each week. Direct deposit may be rescinded for employees with absences of greater than 30 days.

**ARTICLE 29**  
**PAYING POLICE DETAILS**

**Section 1. Distribution**

All paying police details shall be distributed to employees on a fair and equitable basis, and shall be posted and averaged on a continuous monthly basis.

All assignments to paying police details shall be made by the Superior Officer assigned as Administrative Assistant to, and responsible to the Department Head for the fair and equitable distribution of such details. A patrol officer chosen in accordance with the provisions of Section 2 shall assist him in the detail room.

Notwithstanding the foregoing provisions, the Department Head may classify a detail as a "Priority". Such classification shall be the exception, and not the rule. Factors involved in such classification shall be:

- (a) The uniqueness of the detail and the circumstances involved;
- (b) Location of the detail;
- (c) Safety features not common to non-priority details; and
- (d) Vehicle traffic flow and pedestrian flow at the detail site.

If the Department Head classifies a detail as a priority, eligible off-duty employees on the call-in list are required to select the priority detail first, before any other detail on said list can be chosen.

Any disputes as to any such classification, or as to the provisions of this Article, shall be a subject of grievance and arbitration under this Agreement.

**Section 2. Traffic Control Details**

The City and the Association agree that public safety interests are best served when traffic control on and around the roads, streets, highways and other passageways for construction, repair and maintenance projects; utility construction, repair and maintenance projects; and all other activities requiring traffic control is performed by sworn police officers. Therefore the City and the Association agree that traffic control on all such projects and activities where traffic control is deemed appropriate by the Police Commissioner or his designee will be performed only by sworn police officers pursuant to the current practice under the Department's paid detail system, provided that if there are insufficient sworn police officers within the Department to handle available details on a given tour of duty, sworn police officers

from other law enforcement agencies may be used to fill them under terms and conditions agreeable to the Association and approved by the Police Commissioner. Nothing in this section shall alter the Police Commissioner's authority presently existing to determine the appropriate level of traffic control measures on such projects and/or activities.

Notwithstanding the above paragraph, retired officers of the Cambridge Police Department may be assigned to perform details under qualifications established by the City Manager and/or Police Commissioner after being qualified as a special police officer. The use of retired officers shall in no way impair the right of sworn active members of the C.P.S.O.A. and C.P.P.O.A. to have first refusal for all such details.

Nothing in this Section is intended to deal with traffic control measures undertaken on projects in which a Commonwealth entity is the awarding authority pursuant to St. 2008, c. 86 and pertinent regulations and guidelines promulgated thereunder.

### **Section 3. Detail Officer**

The Association shall submit to the Department Head the names of not more than three (3) patrol officers for such assignment. The Department Head shall select one (1) patrol officer from such group and so assign him. Such patrol officer shall work days and such hours as the Association and the City Manager shall determine. If the Association is not satisfied with the performance of the patrol officer so selected, it shall so notify the Department Head and shall thereupon submit to him the names of other patrol officers, not to exceed three (3) in number, for the Department Head thereupon forthwith to select one who shall replace the patrol officer earlier selected by the Department Head in such assignment. The Association's right to replace the patrol officer so assigned shall not be limited to only one such replacement but shall be ongoing and continuing.

### **Section 4. Detail Rates**

Paying police detail assignments shall be made only when the person, firm, corporation, entity or governmental agency other than the Employer, requesting or required to have such detail, has agreed to pay the following rates of pay per employee:

(a) A minimum of \$48.00 per hour or any portion thereof, with a minimum guaranty of four (4) hours pay per detail for any detail lasting four (4) hours or less and a minimum guarantee of seven (7) hours pay for any outside detail lasting more than four (4), but less than seven (7) hours, for each employee so assigned. The Association, at its option, by written notice to the City, attention to the City Manager, may increase said applicable paid detail hourly rate by an amount or amounts not to exceed two dollars per year for each year of this Agreement. Such increased rate or rates shall become effective seven (7) days after receipt of said notice(s) by the City, subject to the foregoing provisions, and this Section 3(a) shall be deemed amended accordingly. Effective July 1, 2018, the existing \$2 discount for inside details will be eliminated and the minimum hourly rate will increase to \$50.00 per hour.

(b) In addition to the detail rate provided in Section 3(a), an additional rate of \$9.00 per hour shall be paid for each detail worked on a Sunday or on a holiday or between the hours of 12:00 Midnight and 8:00 A.M., an additional rate of \$9.00 per hour shall be paid for any detail worked on premises where liquor is sold or served, and an additional rate of one-half (1/2) the applicable detail rates set forth in Section 3(a) and in the foregoing provisions of this Section

3(b) shall be paid for each detail worked at a strike or a labor disturbance, or in excess of eight (8) hours per detail. Effective July 1, 2003, the Association, at its option, by written notice to the City, attention to the City Manager, may increase the additional rates set forth in this Section 3(b) by an amount or amounts not exceeding \$3.00 per hour. Such increased rate or rates shall become effective seven (7) days after receipt of said notice(s) by the City, subject to the foregoing provisions, and this Section 3(b) shall be deemed amended accordingly. Effective July 1, 2018, the additional rate associated with details on Sundays, holidays and after midnight and where liquor is sold/served will increase to \$10.00 per hour.

(c) The Association and the City Manager may mutually agree to increase said detail rates from time to time.

### **Section 5. Detail Procedure Committee**

A Detail Procedure Committee, consisting of the City Manager or his designee (Assistant City Manager, Personnel Director) and the Department Head, and the four (4) principal Officers of the Association or their designees (provided the Association membership does not exceed four (4) at any one time), shall meet on an ongoing monthly basis to establish procedures governing the fair and equitable distribution of paying police details, as provided in Section 1 of this Article, provided, however, the failure of agreement on such procedures shall not affect, in any way or manner, the requirement that all paying police details shall be distributed to employees on a fair and equitable basis, and shall be posted and averaged on a continuing basis, as provided in said Section 1.

### **Section 6. Loss of Opportunities/Sick Days**

An employee who, in any twelve (12) month period commencing June 30th of each year, shall use five (5) individual, non-consecutive sick days after having worked a paid detail within the preceding twenty-four (24) hours, shall, on each such occasion during the remainder of such twelve (12) month period, lose the opportunity to work the next succeeding two (2) paid details he would be assigned in the normal course of the fair and equitable distribution of paid details.

As example, if during the twelve (12) month period commencing July 1, 2000, an employee has used five (5) such individual, non-consecutive sick days by November 1, 2000; works a paid detail on November 10, 2000, whose starting time is 8:00 A.M., and then calls in sick for either his regularly scheduled last-half tour of duty that evening (12:00 Midnight tour on November 11, 2000) or day tour of duty the next day (November 11, 2000), he shall lose the opportunity to work the next two (2) paid details if he so calls in sick, after first using five (5) such individual, non-consecutive sick days.

It is understood that no employee shall be discriminated against by being charged with or losing, on any such occasion, only eight (8) hour paid details if a four (4) or six (6) hour detail would have been assigned in the normal course of the fair and equitable distribution of paid details.

### **Section 7. Resolution of Disputes**

Shift representatives and/or Association Officers who are on duty shall have the right to leave their duty assignments with the permission of their commanding officer, which permission shall not unreasonably be withheld, to return to Police Headquarters to resolve any disputes

concerning the fair and equitable distribution of paying police details, or to assure that no such disputes arise. Such representatives and/or officers at Police Headquarters when any such dispute occurs may remain there for a reasonable period of time to resolve any such disputes.

**Section 8. Labor/Management Meetings (Sick Leave - Details)**

The Association and the City will continue to meet to devise mutually acceptable ground rules for preventing excessive sick leave use in conjunction with working details.

**Section 9. Paid Detail Fund**

The parties will undertake a fiscal analysis of the paid detail fund with the view toward ensuring that under no circumstances shall an officer not receive a regularly due detail payment because of a shortfall in said fund.

**Section 10. Payment of Police Details**

Employees shall be paid for all details worked no later than five (5) weeks after the detail is worked.

**ARTICLE 30**  
**ACCIDENT VAN**

**Section 1. Accident Investigator Positions**

The Department will post two (2) positions for an accident investigator. Both positions will work a Monday through Friday schedule. One investigator will be assigned Day Shift and one investigator will be assigned to First Half Shift.

**Section 2. Training and Certification**

Before beginning the assignments, officers will be required to undergo training and certification as accident investigators. The Police Department will seek to schedule the two officers in a program as soon as possible. Officers will not begin their assignment until training is completed.

**Section 3. Van**

The Police Department will purchase a van for use by the accident investigators only. The van will be equipped to handle daily functions and responsibilities associated with the investigation of accidents.

**ARTICLE 31**  
**PERFORMANCE EVALUATION**

The City shall have the right to implement evaluation of the job performance of bargaining unit members. Such evaluations may be used for the purposes of counseling, development, and assignments to positions not subject to the job pick provisions of Article 14, Section 3. The evaluations shall not be used for discipline, or retirement, except that the underlying facts may be relied upon in such proceedings.

The substance of any officer's individual evaluation shall be subject to grievance and arbitration process only if the overall rating is below average. The City agrees to defer, to the next round of negotiations, its proposal that the performance evaluation results be factored as a component of the civil service exam score.

The City Manager retains the right, under the Massachusetts General Law c. 31, sec. 27, to bypass candidates for promotion after certification of a civil service eligible list.

### **ARTICLE 32** **TUITION REIMBURSEMENT**

The City shall establish a tuition reimbursement fund annually at the level of \$40,000. The fund shall be used to reimburse the cost of tuition and books which the employee is required to purchase, and registration and/or other fees required for any course work within a criminal justice degree program at an accredited college or university, provided that reimbursement shall be allowed for tuition only up to the cost of tuition at a state college (including UMass-Boston) for a particular course. Reimbursement shall apply only for courses successfully completed (i.e., with a passing grade), as certified by the college.

Each employee who wishes to receive reimbursement from this fund must submit verification of costs incurred and of successful completion by August 1<sup>st</sup> of any year for covered costs incurred by his/her in the prior twelve months. The City shall pay reimbursement no later than September 30<sup>th</sup> of each year. Each employee may be reimbursed for as many courses as are taken by him/her in a given year, provided that the aggregate of all claims for reimbursement by all employees in a given year does not exceed the amount allocated. If in any year the aggregate cost of all claims exceeds the amount allocated, reimbursement will be pro-rated based upon the fractional relationship that each employee's allowable claim for reimbursement bears to the total value of all allowable claims filed for that year. Unexpended funds, if any, in a given fiscal year shall revert to the City's General Fund at the end of such fiscal year. Attendance at classes shall be on the employee's own time or through swaps that may be arranged consistent with departmental policy.

### **ARTICLE 33** **DRUG AND ALCOHOL TESTING**

The following policy shall govern the administration of the drug and alcohol screening process by the Cambridge Police Department (Department) among sworn members (employees) of the Department to test for unauthorized use of illicit drugs and alcohol.

Testing will be conducted on those individual employees where the facts are sufficient to constitute reasonable suspicion of unauthorized use of a controlled substance and/or alcohol. The Department, acting through the Commissioner or a Superintendent, shall have the right to require that the employee submit without delay to a urinalysis test and/or a breath alcohol test.

Reasonable suspicion shall be based upon objective facts obtained by the Department and the rational inferences that may be drawn from those facts. The credibility and reliability of

information obtained shall be weighed in determining the presence or absence of reasonable suspicion.

The employee to be drug and/or alcohol tested will be notified of the test requirement just prior to obtaining the urine sample or breath alcohol test. Advance notification of the testing will not be given, in any circumstances, to prevent any likelihood of urine and sample tampering.

The testing officer will maintain the sterility of the sample (split) and the integrity of the sampling process by executing the chain-of-custody process for the sample given and all related documentation. If the test result is positive, a split sample shall be preserved for independent analysis. An alcohol test shall be deemed positive only if it is registered at or above a level of .04.

If an employee refuses to submit to a drug and/or alcohol-screening test, under this Agreement, it shall be considered insubordination warranting discipline under a just cause standard pursuant to the Agreement.

An employee with a positive confirmatory drug and/or alcohol screening result may be suspended or discharged from employment under a just cause standard pursuant to this Agreement.

An employee with two (2) positive confirmatory drug-screening results within a five (5) year period will be discharged from employment. An employee with two (2) positive alcohol screening results within a seven (7) year period shall be placed on unpaid medical leave of absence for six (6) months during which time the City shall continue to pay its share of the premium for the employee's health insurance, and shall continue such insurance in force and effect provided that the employee continues to pay his/her share of the premium for the duration of the leave of absence. An employee with three (3) positive alcohol-screening results within seven (7) years shall be discharged from employment.

Any employee who tests positive for illegal drugs or alcohol abuse shall be medically evaluated, counseled and treated for rehabilitation as recommended by such employee's personal physician. Employees who complete a rehabilitation program will be re-tested randomly once every quarter for the following twenty-four (24) months. An employee may voluntarily enter rehabilitation without a requirement of prior testing and shall not be subject to re-testing on a random basis. For all employees who enter a rehabilitation program, whether voluntarily or as a result of a positive screening result, the costs of such rehabilitation program shall be paid for by the employee's insurance program, with the City paying for any costs of initial treatment and rehabilitation over and above the costs covered by such insurance. Employees will be entitled to use accrued benefit time and/or sick time for the necessary time off involved in the rehabilitation program. If an employee tests positive during the twenty-four (24) month period, they shall be subject to disciplinary action as per the Department's rules and regulations and/or this Agreement.

Nothing in this Article shall preclude the Department from disciplining or discharging an employee under a just cause standard for any misconduct engaged in by him/her collateral to the use of an illegal drug or the abuse of alcohol (e.g., assault and battery), provided that the fact of a



positive screening result for illegal drugs or alcohol may not be used in any way in proving such misconduct.

**ARTICLE 34**  
**FIELD TRAINING OFFICER**

The Department may, from time to time, designate between four (4) and twelve (12) patrol officers as Field Training Officers (FTOs). The Association and the City agree that this program is an important training opportunity and will strongly encourage volunteers from amongst the bargaining unit. The Department will select FTOs from among those who are willing to participate. Should there be insufficient volunteers to adequately staff the FTO program, the City and the Association agree to meet to devise an alternate plan for fully staffing the program. Once selected, the FTOs will undergo a training and certification program and be available to serve as an FTO as needed.

Assignment to service as an FTO will run from nine to twelve weeks at a time. While serving as an FTO, including during any training or certification program, FTOs shall receive a weekly stipend of \$100, which shall be considered base pay for purposes of retirement.

During the designation period, probationary officers and FTOs assigned to them will be assigned to the day shift and the first half shift working all sectors (including route and sector units). As determined by field training needs, FTOs could remain in bid assignments or be moved throughout the City in various assignments to fulfill the field training requirements of the probationary officer as determined by the Department.

The FTO and probationary officer could be assigned as the regular unit on a shift where no working officer had bid that assignment. Other assignments would be supplementary. The FTO and probationary officer would not assume the call sign of the regularly scheduled assigned unit, but would be designated as an additional unit on the assignment. Calls and other assignments to be issued to the FTO and probationary officer will be as assigned by the dispatcher and/or patrol supervisor, in consultation with the FTO, as training needs and service demands require.

No officers, except FTOs, will be required to waive their shift and/or assignment bidding rights. FTO seniority rights pertaining to shift and assignments are protected after completion of the designation period.

FTOs will be responsible for completing performance evaluations of probationary officers to whom they are assigned.

**ARTICLE 35**  
**DURATION AND EFFECTIVE DATE OF AGREEMENT**

This Agreement shall continue in force and effect until and including June 30, 2020.

On or after July 1, 2019, either party may notify the other of its desire to commence negotiations for a successor Agreement to be effective on the termination of this Agreement, or the parties shall proceed forthwith to bargain collectively with respect thereto.

During the period of negotiations for a successor Agreement to be effective July 1, 2020, this Agreement shall remain in force and effect after June 30, 2020, until a successor Agreement is executed. If for any reason, the Agreement cannot lawfully be extended, the City and the Association agree to execute a bridge agreement, effective July 1, 2020 to read: "The parties' agree to continue the terms and conditions of the July 1, 2017 – June 30, 2020 Agreement for a period of one year so that they may continue negotiations for a successor agreement to be effective on and after July 1, 2020."

Should during the life of this contract, any City or School unit reach voluntary agreement with the City for a general across the board base wage increase greater in percentage than that provided to this Union, then the City and the Union agree to reopen the contract for the limited purpose of discussing base wages.

The parties agree to continue discussions, in a labor-management committee format, on the matter of shift hours and configuration. But no changes shall be made if such labor-management discussions do not result in an agreement to change shift hours or shift configuration.

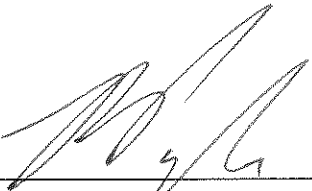
WITNESS our hands and seals this 20<sup>th</sup> day of February, 2019



CITY OF CAMBRIDGE

CAMBRIDGE POLICE PATROL  
OFFICERS ASSOCIATION


by:


by:

  
\_\_\_\_\_  
City Manager

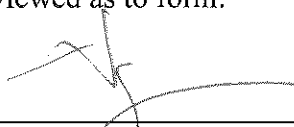
  
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 VP

  
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Police Commissioner

  
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Personnel Director


  
\_\_\_\_\_  
Executive Board

Reviewed as to form:



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City Solicitor



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Association Counsel

**SIDE LETTER 1**  
**TRAUMA INCIDENT**

1. The City, acting through the Police Department, will retain under contract the services of a psychologist or psychiatrist experienced in counseling emergency service workers affected by physical or psychological trauma. The service shall be a specialized addition to, and not a replacement for, the services of a department stress officer and/or City EAP. The Department will consider any candidates suggested by the union and give the union the opportunity to interview any finalist candidates the Department identifies for the position. The final selection shall be made by the Police Commissioner, subject to the approval of the City Manager as contracting authority for the City.
2. A traumatic incident is defined as any police incident or action that may result in an officer experiencing emotional or psychological distress, ranging from mild to severe. A traumatic incident will include, but is not limited to, (a) situations in which a police officer discharges a firearm, but not to include department sponsored firearms training or practice, destroyed animal cases, licensed hunting activity or authorized ballistic testing, (b) and when an officer sustains serious physical or emotional trauma in a duty related activity, which may include an incident in which another police officer or citizen is seriously injured or killed.
3. When a traumatic incident occurs, the ranking officer on the scene will ensure that notifications are made to the on-duty field and/or shift commander. The shift commander will be responsible for notifying the responsible Deputy Superintendent, who will ultimately make a determination as to whether the incident will be classified as a traumatic incident. The Deputy Superintendent will inform the officer(s) involved in a traumatic incident of the assistance available and may direct the officer to contact the psychiatrist/psychologist within 24 hours.
4. The person selected shall be available, within 24 hours of being called, to provide short-term (e.g., 3 - 4 meetings) counseling and crisis intervention to any member(s) of the Police Department who experiences on the job physical or psychological trauma that may potentially affect their emotional well being such as, but not limited to, being shot or otherwise injured, being shot at or otherwise threatened with great bodily harm, being involved in a shooting or other exercise of potentially deadly force, or responding to or handling other traumatic events. Counseling under this program will not be available for dealing with non-job related stresses such as marital difficulty, alcohol or other substance abuse, personal loss, or claimed job related stress arising out of a personnel action (e.g., transfers, failure to be promoted, etc.). Short-term counseling will be available for family members of officers affected by traumatic on the job events such as are outlined above.
5. Counseling will be available at the request of the affected employee and family members

without cost to the employee. In addition, the Police Commissioner, or his designee, may order an officer involved in a traumatic event to consult with this provider at least once. The content of contacts between the provider and the officer and his family shall be subject to medical confidentiality in accordance with law.

6. This program shall remain in effect for a minimum of two (2) years after selection of the psychiatrist or psychologist. The union and the Police Department shall meet periodically to discuss ways of improving the effectiveness of this program.

**SIDE LETTER 2**  
**EXPLOSIVE ORDNANCE UNIT**

The City is in receipt of a Homeland Security Grant to upgrade the capacity of our Bomb Squad (Explosive Ordnance---Unit EOU).

Contingent upon receipt of sufficient grant funding, the City will assign the four currently trained members of the EOU to full-time assignments in EOU; such assignments to include preventative and directed patrol, response to incidents, security sweeps, training, community education and awareness, and related duties as assigned. Officers will be assigned Explosive Detection Canines, whose purchase and training will be supported by the Homeland Security Grant.

Shifts in the unit will be similar to those in use for bike patrol, except that the department may also use one employee on straight first halves. Officers will work eight-hour shifts, with meal breaks as currently provided for that shift. Officers will be paid, in addition to their regular pay, 7 hours per week of overtime pay. This extra pay is intended by the parties to compensate for all off-duty dog care time, which the parties agree requires approximately 45-60 minutes per day in accordance with FLSA. Officers will be assigned to a 4 day on 2 day off work schedule. Officers will receive night differential.

The City will include the 7 hours per week in the calculation of hours worked for the purposes of determining Fair Labor Standards Act overtime against a 28-day/171-hour standard.

In the event of a dispute over dog care time, the parties agree that the City shall be entitled to offset any pay for time not worked against any claims of unpaid dog care time.

Officers to whom these canines are assigned will receive \$3.00 per day (\$90 per month) for the care, boarding and feeding of the dog. This amount can increase up to \$5.00 per day (\$150 per month) upon presentation of receipts totaling in excess of \$90 per month.

Officers assigned to the unit will be responsible for rotating on-call duty. There will be a weekly stipend of \$75.00 per week for said service.

The Police Department will pay for all canine medical expenses and required equipment.

Continued operation of the unit will be subject to the discretion of the City based upon its assessment of need, available staffing, grant and other funding sources, and other relevant factors. The City will consult with the Association regarding any significant changes in the City's plans regarding the unit.

The City and the Association agree to meet regularly to discuss implementation of the unit and any on-going operational concerns.

**SIDE LETTER 3**  
**DETAILS**

Notwithstanding the settlement of this agreement, the parties shall continue discussions in a labor-management context, with representatives from both the Cambridge Police Superior Officers Association and the Cambridge Police Patrol Officers Association, of proposals to expand the supply of personnel trained to perform details, including (but not limited to) sworn police retirees. There will be no changes unless there is mutual agreement in writing.

**SIDE LETTER 4**  
**UNIT DAYS**

The C.P.P.O.A. and the Department have been working together to ensure a more uniform system for accrual and utilization of “Unit Days” as referenced in Article 13, Section 2, (a), (iv). Officers will earn .5 (1/2) a “Unit Day” every 10 days they are assigned a 5 and 2 schedule not to exceed 18 “Unit Days” in a calendar year.

Officers who may earn “Unit Days” will be defined as any Sworn Police Officer assigned to a 5 and 2 schedule working full duty status. Officers assigned to units/sections/divisions eligible to earn and use these extra days off will use these “Unit Days” in (4) or (8) hour increments by choosing the time they wish to have off and submitting it through their chain of command. Officers will not be made to use their “Unit Days” on recognized Holidays. Officers assigned to units/sections/divisions that may earn “Unit Days”, but are on limited duty and still working full days/shifts/tours of duty on a 5&2 schedule will continue to earn “Unit Days”. Officers who may be on a limited duty schedule and were not previously eligible to earn “Unit Days” will have recognized holidays off in the unit they are temporarily assigned to and will not earn “Unit Days”, but will continue to receive any differential or benefits they previously received.

Officers should work with their Commanding Officers to manage these additional days off and should make every effort to use 9 days by June 30 of every year (if they are expected to earn 18 days by the end of the year). Commanders will work with officers who may need to use their time differently so long as staffing and scheduling needs can be met. If an officer uses more “Unit Days” than he/she has earned and was entitled to use in a calendar year, he/she will forfeit an equivalent amount of other benefitted time off in the current or following calendar year to compensate for this oversight.

All scheduling and approval of “Unit Days” will be subject to public safety needs and adequate staffing.

The Department and the C.P.P.O.A. agree to meet and discuss implementation of this agreement and ongoing operational concerns.



**SIDE LETTER 5**  
**SHORT DAY TRAINING**

Any officer assigned to the alternating shift who attends a training session which lasts four hours or less on a so called “short day” will be entitled to take either the Last Half Shift (LH) preceding the training or the First Half Shift (FH) following the training off.

The choice of shift off will be dependent on staffing for the shift but, in all circumstances, the officer will be allowed to take one of those shifts off.

Any officer assigned to the alternating shift who attends a training session which lasts four hours or less on a so called “short day” may, in lieu of a shift off noted in the previous paragraph, elect to receive compensation on an overtime basis in the amount equal to four (4) hours of overtime pay. In this instance, the officer will be required to work the Last Half (LH) and First Half (FH) shift.

Any officer assigned to the alternating shift who attends a training session which lasts more than four (4) hours on a so called “short day” will take both the Last Half Shift (LH) preceding the training and the First Half Shift (FH) following the training off.

The City and the Association agree to meet regularly to discuss implementation of this agreement and on-going operational concerns.

**SIDE LETTER 6**  
**2018 VACATION SCHEDULING PILOT PROGRAM**

The C.P.P.O.A. and the Department have been working together in accordance with the Memorandum of Agreement signed February 22, 2017 to develop a twelve-month Pilot Program for alternate vacation scheduling under Article 20, Section 1. The following language signifies the agreement reached between the parties which will take effect upon signing.

The Winter Vacation Selection Process will be announced via an email from the Personnel Department on or before the first Monday in November. Officers are to respond with their selected vacation blocks within two weeks, by the third Monday in November. Vacations will be approved and posted on or before the first Monday in December.

The Summer Vacation Selection Process will be announced via an email from the Personnel Department on or before the first Monday in February. Officers are to respond with their selected vacation blocks within two weeks, by the third Monday in February. Vacations will be approved and posted on or before the first Monday in March.

Fifth (5<sup>th</sup>) week vacations will be announced via e-mail from the Department on or before the first Monday in September. Officers are to respond with their vacation selection within two weeks, by the third Monday in September, and will be approved and posted by the Department on or before the first Monday in October.

Up to four (4) vacation days from the winter schedule may be moved into the following summer vacation period and up to four (4) days from the summer period may be moved into the following fifth week vacation period and used in these vacation periods as designated.

Employees shall be permitted to take up to fourteen (14) days per vacation period (Summer or Winter) of their vacation entitlement in single day or half day increments, following the same established practice per Article 20, Section 1(i).

The C.P.P.O.A. and the Department agree to meet and discuss implementation of this agreement and ongoing operational concerns.

If both parties mutually agree, these vacation scheduling changes shall take effect again for the following year. Furthermore, the number of winter vacation days that may be moved into the summer vacation period will be further increased from four (4) days to six (6) days during that following year.

**APPENDIX A**  
**INTERVIEW PROCEDURES**

These procedures are to be followed whenever a member of the Force is formally questioned as to his or others alleged misconduct whether the interrogation is pursuant to a citizen complaint investigation or to an intra-agency disciplinary investigation.

a. The interrogation of a member of the Force is to be at a reasonable hour, preferably when the member of the Force is on duty, unless the exigencies of the investigation dictate otherwise. When practicable, interrogations are to be scheduled for the daytime and the reassignment of the member of the Force to a day tour of duty is to be employed. No member is to suffer loss of pay for the time spent under interrogation.

b. The interrogation is to take place at a location designated by the Investigating Officer. Usually it is at the Station House.

c. The member of the force is to be informed of the rank, name and command of the officer in charge of the investigation, as well as the rank, name and command of the interrogating officer and all persons present during the interrogation. If a member of the Force is directed to leave his post and report for interrogation to another command, his command is to be promptly notified of his whereabouts.

d. The member of the Force is to be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. The address of the complainant and/or witnesses need not be disclosed; however, sufficient information to reasonably apprise the member of the allegations is to be provided. A copy of the complaint is to be furnished to said member(s). If it is known that the member of the Force being interrogated is a witness, only, he is to be so informed at the initial contact.

e. The questioning is not to be overly long. Reasonable respites are to be allowed. Time is also to be provided for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.

f. The member of the Force is not to be subject to any offensive language, nor is he to be threatened with transfer, dismissal and other disciplinary punishment. No promises of reward are to be made as an inducement to answering questions.

g. The complete interrogation of a member of the Force is to be recorded mechanically or by a qualified stenographer. There are to be no "off-the-record" questions. All recesses called during the questioning are to be recorded.

h. If a member of the Force is under arrest, or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he is to be given his rights pursuant to the Miranda decision.

i. In all other cases, the law imposes no obligation, legal or otherwise, on the Department to provide an opportunity for a member of the Force to consult with counsel or anyone else when questioned by a superior officer about his employment or matters relevant to his continuing fitness for police service. Nevertheless the Department is to afford an opportunity for a member of the Force, if he so requests, to consult with counsel before being questioned concerning a serious violation of the Department's rules, procedures, and policies provided the interrogation is not unduly delayed. However, in such cases, the interrogation may not be postponed for the purposes of counsel past 10 A.M. of the day following the notification of interrogation. Counsel, if available and a representative of a certified employee organization may be present during the interrogation of a member of the Force. Request for an opportunity to consult with counsel in connection with minor violations such as absence from post, etc., is to be denied unless sufficient reasons are advanced.

j. In any case, the refusal by a member of the Force to answer pertinent questions may result in disciplinary action.

k. In the event that any officer claims that there have been violations of any provisions of these Investigation Interview Procedures, such officer, either alone or together with his employee organization representatives, may file a signed, written complaint with the Department head against the person committing the alleged violations. The Department head is to investigate such written complaints and is to hold a hearing on such complaint within ten days of receipt. The complainant may be accompanied and/or represented at such hearing by his employee organization representative. Adequate notice of the time and place for hearing is to be furnished to all interested parties. No party or witness who participates in any such hearing is to suffer loss in leaving or pay for time spent in any such hearing nor coercion nor reprisal on account of any such participation.

l. The Department head is to render his final decision with respect to any such complaint within fifteen days after the conclusion of a hearing thereon; and such decision is to be in writing and is to state, with particularity, the considerations and reason in support thereto including a statement of the facts found. A copy of such decision is to be given forthwith to both the complainant and his employee organization representative.

m. The Department head in his discretion may endeavor to eliminate any unlawful act or practice which constitutes a violation of these Investigation Interview Procedures by informal methods or conference, conciliation and persuasion.

APPENDIX B  
WORK SCHEDULE/4-3 WORKWEEK  
 (IMPACT SHIFT)

	<u>S</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>	<u>S</u>
1	O	O	O	W	W	W	W
2	O	O	O	W	W	W	W
3	O	W	W	O	O	W	W
4	W	W	W	O	O	O	W
5	W	O	O	W	W	W	O