

**OFF-THE-RECORD**  
**Memorandum of Agreement**  
**between**  
**City of Cambridge and the**  
**Cambridge Police Superior Officers Association (CPSOA)**

The City of Cambridge and CPSOA hereby agree to the following changes in the collective bargaining agreement between the parties. All changes are intended to be prospective from the time of ratification of the agreement by the parties unless otherwise stated.

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1. **Duration:** Three-year contract, July 1, 2024 – June 30, 2027

2. **Article 9: Labor/Management Meetings**

- (a) Rename existing language Section 1. Monthly Meeting.
- (b) Add Section 2. Work Schedule Committee

The parties agree to establish a Committee to discuss a change to the work schedule. This Committee shall consist of up to four Management designees and up to four Association designees.

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

- (c) Add Section 3. Sick Leave Committee

The parties shall establish a Sick Leave Committee, to consist of up to four (4) Management designees and up to four (4) Association designees. The purpose of the Committee shall be to review and recommend sick leave policies and practices and to review and propose ways to address any concerns regarding sick leave use.

3. **Article 13, Section 6: Paid Detail Shift Adjustment**

Revise Article 13, Section 6 as follows:

Each employee not assigned to the First, Second or Third Platoon, and eligible to perform paid police details, shall have the regular starting or ending time of ~~his/her~~ **their** shift ~~rolled back adjusted by ten (10) minutes whenever they he/she~~ selects a detail which start time coincides with **their regular shift ending time or which end time coincides with their regular shift starting time.** ~~his/her regular shift ending time.~~ Whenever an employee exercises this option ~~his/her~~ **their** meal break for that shift shall be reduced by ten (10) minutes.

**4. Article 16: Safety and Health**

Add new Section 5, Health, Safety & Wellness Fund:

The City shall establish a Health, Safety & Wellness Fund of \$15,000 per fiscal year, beginning July 1, 2026 to be used for purchases by the City and/or the Cambridge Police Department to promote the health and wellness of its sworn police officers. Funds shall be expended by the Cambridge Police Commissioner or their designee in accordance with all applicable procurement laws and City policies. No purchases shall be made without the approval of both the Association and the Police Commissioner or their designee. Priority will be given to requests that are designed to benefit a large proportion of sworn Department members, i.e., gym equipment, nutrition/sleep education, stress reduction tools, etc.

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 an employee's own time except that officers may request approval from their commanding officer to attend during their shift and such requests may be granted if staffing/operational needs allow. Denials of any such requests shall not be subject to the grievance or arbitration process.

**5. Article 18: Leaves of Absence**

(a) Section 3. Pregnancy/Maternity Leave. Revise:

**Section 3. ~~Pregnancy/Maternity Leave~~ Parental Leave**

~~"Whenever a female employee becomes pregnant she shall furnish the Police commissioner with a certificate from her medical provider stating that expected date of delivery of child. Such employee may continue to work for as long as her medical provider certifies she is able to do so, provided the Police Commissioner does not find her work performance to be materially impaired. Maternity leave without pay shall be granted commencing with the cessation of actual work under the preceding provision for a period not to exceed six (6) months after delivery of child"~~

(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 their 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 their departure. Upon the expiration of said leave, the employee should be reinstated to their 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.

(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 the employee 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."

6. Article 25: Compensation.

(a) Section 1. Wages

	Base Wage Increase
Retroactive to July 1, 2024	3.0%
Retroactive to July 1, 2025	3.5%
Effective July 1, 2026	2.5%

(b) Section 3. Career Awards Program

Delete this section as no one is currently receiving this benefit and employees hired on or after July 1, 1977 are not eligible.

(c) Section 9. Hazardous Duty Pay

Add the following sentence at the end of Section 9: Effective on or before the first pay period of calendar year 2027, hazardous duty pay shall be payable weekly.

7. Article 26: Paid Police Details

Incorporate Side Table Agreement attached to this Memorandum of Agreement.

8. Article 29: Drug and Alcohol Testing Policy. Revise as follows:

In a collaborative effort to maintain a workforce that is free from the harmful and/or impairing effects of drugs and alcohol the City and the Association agree that the following policy shall govern the administration of the drug and alcohol screening process by the management of the Department to test employees for the unauthorized use of illicit drugs and alcohol.

Testing will be conducted upon those individual employees where the facts are sufficient to constitute reasonable suspicion of unauthorized use of a controlled substance and/or alcohol. The City, through its Police Commissioner ~~of a Police Superintendent or~~ **their designee**, shall have the right to require such employee to submit without delay to a urinalysis and/or a breath alcohol test; provided that no such testing be administrated by an employee of the Cambridge Police Department **(not including those instances that require a test administered by a police officer).**

Reasonable suspicion shall be based upon objective facts obtained by the Department and the rational inferences which 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.

An employee to be drug/alcohol tested will be notified of the testing requirement just prior to obtaining the urine sample or breath alcohol test. Advance notification will not be given, in any circumstance, to reduce the chance of sample tampering.

An employee being alcohol drug tested shall submit a urine sample to an independent testing agent. The sample provided shall be split into two (2) parts. One (1) part of the sample shall be tested. The other part of the sample shall be preserved for an independent analysis in the event the first part of the sample tests positive. ~~An alcohol test shall be deemed positive only if it registers at or above a level of .04.~~ The independent testing agent will maintain the sterility of the sample and the integrity of the sampling process by executing a chain-of-custody process for the sample given and all related documentation.

**An alcohol test shall be deemed positive only if it registers at or above a level of .04.**

**If an An employee who refuses to submit to a drug and/or alcohol screening test, under this Agreement, it shall be treated the same as a positive test and considered insubordination insubordinate warranting discipline under a just cause standard pursuant to this Agreement.**

An employee with a positive confirmatory drug/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 with 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 an 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 such 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.

An employee who tests positive for illegal drugs or alcohol abuse shall be medically evaluated, counseled, and treated for rehabilitation as recommended by a

**certified substance abuse counselor through the City's Employee Assistance Program (EAP) such ~~employee's personal medical provider.~~**

**An employee who completes a rehabilitation program will be retested randomly once every quarter for the following twenty-four (24) months unless otherwise recommended by the certified substance abuse counselor. An employee who tests positive during the twenty-four (24) month period shall be subject to disciplinary action as per the Department's rules and regulations, and/or this Agreement.**

**An employee may voluntarily enter rehabilitation without a requirement of prior testing and shall not be subject to retesting on a random basis.**

**An employee who enters a rehabilitation program, whether voluntarily or as a result of a positive screening result, shall have the cost of such rehabilitation program paid for by his/her health insurance. The City agrees to pay any cost of the initial treatment or rehabilitation not covered by such insurance.**

**An employee will be entitled to use accrued benefit time and/or sick time for the necessary time off involved in the rehabilitation program.**

~~An employee who tests positive during the twenty four (24) month period 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 such employee 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.**

**The parties agree that neither party will be permitted to introduce evidence of the bargaining history related to this Article, beyond what was contained in the original memorandum of agreement, in the event of litigation over its meaning or application.**

## **9. Article 30, Section 8. Tuition Reimbursement**

Revise Section 8 as follows:

### **Section 8. Tuition Reimbursement**

**The City shall establish a tuition reimbursement fund annually at the level of fifteen thousand (\$15,000) dollars. Effective July 1, 2026 the tuition reimbursement fund shall be increased to \$25,000. The fund shall be used to reimburse employees for the cost of tuition, books and registration and/or other fees required for any course work within a ~~criminal~~ justice degree program listed in Article 25, Section 4 at an accredited college or university or required for Emergency Medical Technician (EMT) certification or re-certification.**

Reimbursement for tuition shall be limited to that amount charged by the Massachusetts state college/university system (including UMass Boston) for the same type of course.

Reimbursement shall be paid only for courses successfully completed (i.e., with a passing grade) as certified by such college/university. 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 them in the prior twelve (12) months.

The City shall reimburse eligible employees no later than September 30<sup>th</sup> of each year. Each employee may be reimbursed for as many courses as are taken by them in a given year, provided that the aggregate of all claims for reimbursement by all employees in a given year does not exceed the fifteen thousand dollars (\$15,000), or, after July 1, 2026, twenty five thousand dollars (\$25,000). If in any year the aggregate cost of all claims exceeds fifteen thousand dollars (\$15,000), or, after July 1, 2026, twenty five thousand dollars (\$25,000) reimbursement shall be prorated 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 an employee's own time.

#### **10. Article 32: Duration and Effective Date of Agreement**

Revise Article 32 as follows:

This Agreement shall continue in force and effect until and including June 30, ~~2027~~2024.

On or after July 1, ~~2026~~2023, 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, and 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, ~~2027~~2024, this Agreement shall remain in force and effect after June 30, ~~2027~~2024, until a successor Agreement is executed.

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, through the Work Schedule Committee ~~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.

## **HOUSEKEEPING:**

- Incorporate side letters and MOAs
- Find and Replace: "quality control" with "professional standards"
- Find and Replace: "community relations" with "family social justice section"
- Find and Replace: "selective enforcement unit" with "traffic enforcement unit"
- In Article 12, Holidays, remove reference to Career Awards Pay in Section 3.
- In Article 13, Section 3: Hours of Work and Overtime, Selective Enforcement Unit: Replace "Selective Enforcement Unit" with "Traffic Enforcement Unit" throughout section (including heading).
- In Article 13, Section 5: Hours of Work and Overtime, Voluntary Flex Schedule: add "or designee" after "Police Commissioner."
- In Article 24, Uniform and Equipment, revise Section 3, Standard Equipment as follows:

**"The City shall, at its expense furnish employees with equipment as needed, including badges, numbers, rank and insignia, body worn camera, firearms weapons, garrison duty belt(s), holsters and other equipment as is presently furnished employees by and under the practices, policies or Rules and Regulations of the Police the Department."**

- In Article 24, Uniform and Equipment, revise Section 4, Emergency Equipment, as follows:

**"Each employee shall be furnished with a riot helmet. Such other emergency equipment as requisitioned by the Police Commissioner shall be available and accessible. This equipment shall be worn and used in the manner and at such time and place as determined by the Police Commissioner or his/her designee."**

**Ratification**

This Agreement shall remain OFF-THE-RECORD unless and until approved and ratified by both parties. If not ratified, this Agreement remains OFF-THE-RECORD and both parties are free to revert to their on-the record positions.

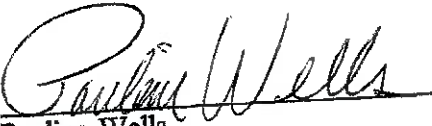
Agreed this 7<sup>th</sup> day of ~~April~~<sup>May</sup>, 2026

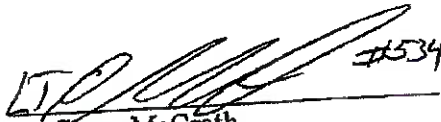
The City of Cambridge:

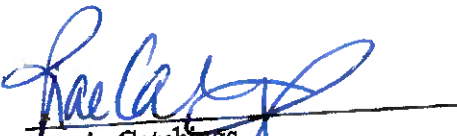
Cambridge Police Superior Officers Association:


  
Yi-An Huang  
City Manager


  
Lt. Thomas Flynn  
President, CPSOA

  
Pauline Wells  
Acting Police Commissioner

  
Lt. Casey McGrath  
Vice President, CPSOA

  
Raecia Catchings  
Chief People Officer

  
Sgt. Jason Callinan  
Secretary, CPSOA

  
Jamie Matthews  
Director of Labor Relations

SIDE TABLE AGREEMENT TO THE SUCCESSOR COLLECTIVE BARGAINING  
AGREEMENT BETWEEN  
CITY OF CAMBRIDGE and  
CAMBRIDGE POLICE SUPERIOR OFFICERS ASSOCIATION

The City of Cambridge (“City”) and the Cambridge Police Superior Officers Association (“CPSOA”) are parties to a collective bargaining agreement (“CBA”) that expired as of June 30, 2024, and have been engaged in bargaining for a successor CBA. The parties mutually agreed to engage in negotiations specific to the subjects discussed below and enter into this Side Table Agreement (“Agreement”) to come to resolution and implement these specific issues without regard to the resolution of other issues that remain under discussion in successor contract negotiations. The parties agree that this Agreement is the complete and full agreement on the issues of body-worn cameras (“BWCs”), the Police Equipment and Training Differential in Article 25 of the parties’ CBA, and Police Details in Article 26 of the parties’ CBA. The parties reserve all rights as to proposals on all remaining subjects.

The parties agree that this Agreement will be included in the Memorandum of Agreement reached by the parties at the conclusion of successor CBA negotiations for the purposes of including the language described below for Articles 25 and 26 of the parties’ CBA in an integrated CBA.


1. The CPSOA agrees that the City has met all bargaining obligations it may have had under M.G.L. c. 150E and Article 5 Section 1 of the parties’ CBA with respect to the City implementing BWCs.
2. The CPSOA agrees to withdraw any and all litigation in any and all forums related to the implementation of the City’s BWC program, including but not limited to the Body Worn Camera Policy and training of all members on BWCs and the Body Worn Camera Policy. The CPSOA agrees to not pursue any additional charges at the DLR or any grievances under Article 19 of the parties’ CBA relating to the implementation of the BWC program, including but not limited to the Body Worn Camera Policy and training of all members on BWCs and the Body Worn Camera Policy.
3. The parties agree that the Police Equipment and Training Differential (formerly known as Weapon Training Pay) in Article 25, Section 10 of the CPSOA collective bargaining agreement shall be replaced with 4.26% for sergeants and 3.60% for lieutenants as of July 1, 2025.

4. The parties agree to replace the language in Article 26 with the language in Attachment A. The parties agree that the changes to Police Details, as more fully described in the revised Article 29 of the CBA between the CPPOA and the City, attached as Attachment B, will be implemented as soon as practicable.
5. The parties agree that the City may make changes to the Extra Duty Details Policy to reflect the changes in the revised Article 29 of the CPPOA CBA attached as Attachment B. The CPSOA agrees that the City has fulfilled any and all bargaining obligations it may have under M.G.L. c. 150E and Article 5, Section 1 of the parties' CBA with respect to these changes.

For the City of Cambridge:

  
Yi-An Huang  
City Manager

For the CPSOA:

  
Thomas Flynn  
President

As to form:

  
Megan B. Bayer  
City Solicitor

Dated: 3/10/25

## Attachment A

### ARTICLE 26                    PAID POLICE DETAILS

Section 1. Eligibility/Distribution            Members of the Superior Officers Association shall continue to be eligible for paid police details. All paid police details shall be distributed to employees on a fair and equitable basis, in accordance with the Detail Policy and this Agreement.

Details will be classified as either Priority or Non-Priority. Priority details shall include those events and activities that pose a substantial risk to public safety and factors involved in such classification shall include:

- 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 Commissioner and/or their designee classifies a detail as 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.

The former "priority" details will fall under Priority details as described below.

All Priority and Non-Priority paid details will be scheduled as either four (4) or eight (8) hour details, with a minimum guarantee of four (4) hours pay per detail lasting four (4) hours or less and a minimum guarantee of eight (8) hours pay for any outside detail lasting more than four (4) hours.

Priority details will be offered first to current Cambridge Police Department (CPD) sworn officers. Priority details not filled by current CPD sworn officers may then be offered to retired officers of the CPD and then to other sworn officers in communities the Department has MOAs with.

Once all Priority details have been assigned, Non-Priority details will be offered to current CPD sworn officers eligible to work a detail. Non-Priority details not filled by current CPD sworn officers may then be offered to retired officers of the CPD, then to officers in communities the Department has MOAs with, and then the Civilian Traffic Control Officers or trained civilians contracted through a private entity. All shifts for which a Traffic Control Officer or contracted civilian would be eligible shall first be made available to all regular sworn Cambridge police officers (including superior officers) and all CPD retirees appointed as Special Officers.

The use of Civilian Traffic Control Officers shall in no way impair the right of sworn active members of the CPPOA and the CPSOA to have first refusal for all such details.

Section 2. Supervisory Detail Rates Whenever a Superior Officer works a paid police detail in a rank specific supervisory capacity such detail rate shall be increased by rank as follows:

- Sergeant - \$7.50 per hour more than Patrol Officer;
- Lieutenant - \$10.50 per hour more than Patrol Officer;
- Captain - \$9.00 per hour more than Patrol Officer.

Section 3. Detail Payroll All paid police detail earnings shall be paid to employees no later than five (5) weeks after they are worked.

Section 4a. Traffic Control Jurisdiction

The City and the Association agree that public safety interests are best served when traffic control on and around certain roads, streets, highways and other passageways for construction, repair and maintenance projects; utility construction, repair and maintenance projects; and other activities requiring traffic control is performed by sworn police officers. Therefore, the City and the Association agree that traffic control on all Priority details 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 Priority 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 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 Priority 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.

Section 4b. Non Priority Details

The City and the Association agree that the City may contract with a private entity for trained civilian personnel capable of working details or create a pool of Civilian Traffic Control Officers which would allow the Police Commissioner, at their discretion, to appoint competent individuals to the position of Civilian Traffic Control Officer for the purpose of filling unfilled Non-Priority details in the City. All shifts for which a Traffic Control Officer or contracted

civilian would be eligible shall first be made available to all regular sworn Cambridge police officers (including superior officers) and all CPD retirees appointed as Special Officers.

Individuals appointed as Civilian Traffic Control Officers or contracted individuals must undergo specific training, meet physical fitness requirements, and obtain certification under 701 CMR 7.00.

Nothing in Sections 4a or 4b 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 5. Detail Procedure Committee

The Association may designate up to two (2) members to participate in the Detail Procedure Committee.

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

**Section 1. Distribution**

All 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 police details shall be made by the Superior Officer responsible for the fair and equitable distribution of such details. A patrol officer chosen in accordance with the provisions of Section 3 shall assist in the detail room.

Details will be classified as either Priority or Non-Priority. Priority details shall include those events and activities that pose a substantial risk to public safety and factors involved in such classification shall include:

- 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 Commissioner and/or their designee classifies a detail as 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.

The former "priority" details will fall under Priority details as described below.

All Priority and Non-Priority paid details will be scheduled as either four (4) or eight (8) hour details, with a minimum guarantee of four (4) hours pay per detail lasting four (4) hours or less and a minimum guarantee of eight (8) hours pay for any outside detail lasting more than four (4) hours.

Priority details will be offered first to current Cambridge Police Department (CPD) sworn officers. Priority details not filled by current CPD sworn officers may then be offered to retired officers of the CPD and then to other sworn officers in communities the Department has MOAs with.

Non-Priority details will be offered to current CPD sworn officers eligible to work a detail. Non-Priority details not filled by current CPD sworn officers may then be offered to retired officers of the CPD, then to officers in communities the Department has MOAs with, and then the Civilian Traffic Control Officers or trained civilians contracted through a private entity.

### **Section 2a. Priority Details**

The City and the Association agree that public safety interests are best served when traffic control on and around certain roads, streets, highways and other passageways for construction, repair and maintenance projects; utility construction, repair and maintenance projects; and other activities requiring traffic control is performed by sworn police officers. Therefore, the City and the Association agree that traffic control on all Priority details 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 Priority 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 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 Priority 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.

### **Section 2b: Non Priority Details**

The City and the Association agree that the City may contract with a private entity for trained civilian personnel capable of working details or create a pool of Civilian Traffic Control Officers which would allow the Police Commissioner, at their discretion, to appoint competent individuals to the position of Civilian Traffic Control Officer for the purpose of filling unfilled Non-Priority details in the City.

Individuals appointed as Civilian Traffic Control Officers or contracted individuals must undergo specific training, meet physical fitness requirements, and obtain certification under 701 CMR 7.00.

Nothing in either Section 2a or 2b 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 Commissioner the names of not more than three (3) patrol officers for such assignment. The Commissioner shall select one (1) patrol officer from such group and so assign the officer. Such patrol officer shall work days and such hours as the Association and the Police Commissioner shall determine. If the Association is not satisfied with

the performance of the patrol officer so selected, it shall so notify the Police Commissioner and shall thereupon submit to them the names of other patrol officers, not to exceed three (3) in number. The Commissioner will select from the list an officer to replace the patrol officer earlier selected by the Commissioner 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) All Priority and Non-Priority paid details will be scheduled as either four (4) or eight (8) hour details, with a minimum guarantee of four (4) hours pay per detail lasting four (4) hours or less and a minimum guarantee of eight (8) hours pay for any outside detail lasting more than four (4) hours.

- Priority details shall be compensated at the rate of \$90 per hour.
- Non-Priority details shall be compensated at the rate of \$80 per hour.

Beginning in 2028, on April 30<sup>th</sup> of any year that this CBA is not expired, the Association, at its option, by written notice to the City, attention to the City Manager, may request an increase in the Priority and Non-Priority detail rate by an amount or amounts not to exceed two dollars per year ("Option to Increase") to be effective July 1.

(b) In addition to the detail rate provided in Section 4(a), an additional rate of \$15.00 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 \$15.00 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 4(a) and in the foregoing provisions of this Section 4(b) shall be paid for each detail worked at a strike or a labor disturbance, or in excess of eight (8) hours per detail. Beginning in 2028, on April 30<sup>th</sup> of any year that this CBA is not expired, the Association, at its option, by written notice to the City, attention to the City Manager, may request an increase in the additional rates set forth in this section 4(b) by an amount or amounts not exceeding \$1.00 per hour per year to be effective July 1.

(c) Notwithstanding the foregoing provisions in Sections 4(a) and 4(b), 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 up to four members designated by the City and up to four (4) members designated by the Association 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 July 1 of each year, uses 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 they 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 their 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), the employee shall lose the opportunity to work the next two (2) paid details.

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