

**MEMORANDUM OF AGREEMENT
BOSTON POLICE CADETS' ASSOCIATION
AND CITY OF BOSTON
SUCCESSOR CONTRACT NEGOTIATIONS**

On June 8, 2017 the parties reached a tentative agreement subject to ratification by the Boston Police Cadets' Association ("the Union") of the November 14, 2016 through September 30, 2019 agreement, and approval by the Mayor and Boston City Council. This three (3) year agreement shall not take effect unless and until the Union has ratified, the Mayor has approved and Boston City Council have funded the three (3) year agreement. This three (3) year agreement is the product of successor collective bargaining to the prior agreement between the City of Boston and the Union. This agreement is effective November 14, 2016 through September 30, 2019.

This Memorandum of Agreement ("Agreement") is made pursuant to Massachusetts General Laws Chapter 150E between the City of Boston ("City") and the Boston Police Cadets Association. This Memorandum of Agreement supplements and amends the Collective Bargaining previously in effect between the parties, which expired on September 30, 2010. Except as expressly provided below, the parties agree that the terms and provisions of the Collective Bargaining Agreement effective October 1, 2007 through September 30, 2010 shall be extended without modification for the period commencing on November 14, 2016 through September 30, 2019.

1. Article XVIII – Compensation

Modify Section 1 as follows:

Effective November 14, 2016, Boston Police Cadets shall be compensated at the rate of \$15.00 per hour.

Thereafter, base wage increases shall be as follows:

Effective FPP January 2017 – 2%

Effective FPP January 2018 – 2%

Effective FPP January 2019 – 2%

Modify Section 3 Uniform Allowance as follows:

Bargaining unit employees shall receive an annual uniform allowance for the purpose of cleaning and maintaining their uniforms and equipment ***and purchasing and maintaining footwear***. This allowance is an annual payment and shall not be considered part of an employees' base pay for any purpose. Effective ***January 2017***, the annual uniform allowance shall be ***four hundred dollars (\$400)*** ~~three hundred dollars (\$300)~~.

2. Article IX – Hours of Work and Overtime, Section 3 – Method of Compensation

- A. The rate of pay for all hours actually worked in excess of forty (40) in any payroll week (~~Wednesday – Tuesday~~) (**Saturday – Friday**) shall be paid at the rate of time and one half the employees regular hourly rate of pay. For purposes of this section only, paid time off due to work-related disability or union business pursuant to Article IV, Section 1, shall be considered hours actually worked.

Effective the first pay period following funding by the City Council (DATE TO BE INSERTED), delete the prior paragraph and replace with the following: all authorized overtime service in excess of the regular workday or the regular workweek, or on the sixth and seventh days of service, shall be compensated on a time and one-half basis. An employee shall not be denied overtime compensation for authorized overtime service by reason of authorized absence during the week in which such overtime service is performed. However, in the event of unauthorized absence in the week in which overtime service is performed, or in the event of absence without pay by reason of disciplinary action, such employees shall be compensated for such overtime service on a straight-time basis only.

3. Article XVII – Uniforms

Modify Section 1 as follows:

All employees in the bargaining unit shall be issued the following items upon appointment as a police cadet:

- 3 pairs of pants
- 3 long sleeve (winter) shirts
- 3 short sleeve (summer) shirts
- 2 ties
- 2 silver BPD collar pins

1 each:

Belt

Reversible rain coat

~~Rain hat Cap,~~ **Black Baseball Style Cap**

Hat

~~_____ Winter hat knit hat, "Boston Police Cadet"~~

~~_____ Reversible short jacket (Eisenhower/Cruiser)~~

~~Storm coat~~

~~Badge~~

~~Traffic vest/belt~~

In the event a Cadet is assigned to the traffic division and/or to perform traffic duties the following additional items will be assigned:

Flashlight w/extension column

Pair mittens *(During winter months)*

Pair white gloves

Whistle

Shoes

~~*Shoes will be provided to Cadets once per calendar year on a date to be determined by the Department.*~~

~~*_____ Additionally, all cadets assigned to the traffic division shall be issued one (1) Eisenhower jacket.*~~

4. Article XI-Holidays, Section 1

Amend Section 1 to delete Bunker Hill Day and Evacuation Day effective July 1, 2017.

5. Article XI-Holidays, add new Section 6-Floating Holidays

Effective January 2018, in addition to the holidays enumerated in Section 1 of this Article, on each January 1, employees in the bargaining unit who were City of Boston employees on November 14, 2016, will be eligible for two (2) "floating holidays" that must be taken by December 31 of that year and at a time or times requested by the employee and approved by his/her immediate supervisor outside of the bargaining unit. Employees who were not bargaining unit members on November 14, 2016, shall not receive "floating holidays".

6. Article XII-Sick Leave and Personal Days, Section 7

Notwithstanding any departmental rule or regulation or practice to the contrary, if a physician's certificate is required by the Commissioner as evidence of an employee's absence from work due to chronic illness, for five (5) consecutive days, more than ten (10) days in a calendar ~~rolling~~ year, or instance of suspected abuse, the Department must afford such employee an opportunity to obtain such certificate from a physician in the Department ~~or a physician at Boston City Hospital~~. If an employee chooses, he may obtain said certificate from a physician other than a physician described above. In all cases where a certificate is obtained ~~from~~ **from** a physician other than the department physician, the employee shall assume the cost thereof.

7. Article XII-Sick leave and Personal Days, Section 8

On January 1 of each year, all full-time employees covered by this Agreement shall be credited with four (4) paid personal days. The fourth personal day shall be deducted from accumulated sick leave. The employee shall schedule personal days in advance with the approval of his/her supervisor. Such approval shall not be unreasonably withheld. Personal days shall not count as sick days ~~for purposes of Managed Attendance Program or in any way affect the employee's right to annual redemption pursuant to Section 5.~~ Personal leave shall not be accumulated, redeemed for monetary payment or carried over to the following calendar year.

8. Article XV-Other Leaves of Absence, Section 2-Military Leave

~~Every employee covered by this agreement who is a member of a reserve component of the armed forces of the United States shall be granted, in accordance with Section 59 of Chapter 33 of the General Laws, leave of absence with pay, during the time of his annual tour of duty as a member of such reserve component; provided, however, that such leave shall not exceed seventeen (17) calendar days.~~ **Every employee covered by this Agreement shall be granted Military Leave consistent with the City of Boston's Military Leave Policy.**

9. Article XVI-Miscellaneous, Section 13-Direct Deposit

Effective the first pay period of calendar year 2008, each member of the bargaining unit shall be required to receive his or her compensation via direct deposit, if such arrangement has not already been made by the employee prior to that date. **Effective sixty (60) days after ratification employees shall receive electronic pay stubs.**

10. Article XVI-Miscellaneous, add new Section - Light Duty

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

11. Article XX-Duration

This agreement is effective **November 14, 2016 through September 30, 2019** and includes the former duration language of Article XX. Except as otherwise provided herein, this Agreement shall take effect as of the date of execution and shall continue in full force and effect until superseded by a new collective bargaining agreement.

12. Article IV-Employee Rights and Representation-Section 1(c)

Any Association member who is required to appear as a grievant or necessary witness in a grievance hearing, or hearing at the **Department of Labor Relations** Massachusetts Labor Relations Commission.

13. Article IV-Employee Rights and Representation-Section 3

Police cadets are appointed and serve in accordance with M.G.L. c.147 s. 21A and therefore may be terminated at any time. However, the Superintendent of the **Bureau of Professional Development** Field Services, or his/her designee, shall offer to provide a pre-disciplinary/pre-termination hearing to any new cadet charged with misconduct. The decision of the Superintendent of the Bureau of Administrative Services- **Police Commissioner or his/her designee** will be final and shall not be the subject of grievance or arbitration. The employee and the Union shall receive written notice of the employee's right to this hearing when misconduct is charged. The notice will provide a date and time for the hearing.

14. Article VI-Grievance Procedure, Section 2, Step 3

Amend last sentence as follows:

If the grievance is not satisfactorily adjusted at this meeting, there shall issue a written explanatory answer *within* ten (10) working days of the meeting.

15. Article VIII-Stability of Agreement, Section 2

Amend as follows:

The failure of the City or the Association to ~~the~~ insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the City or of the Association to future performance of any such term or provision, and the obligations of the Association and the City to such future performance shall continue in full force and effect.

16. Article IX-Hours of Work and Overtime, Section 2-Scheduling of Overtime

Amend the last sentence as follows:

Employees, other than those required to work beyond their normal tour of duty due to the exigencies of their workday, shall have the option of declining offered overtime; but in the event that sufficient personnel do not accept such offered overtime on a voluntary basis, or in the event of emergency situations where time is of the essence of executing the overtime job, such additional personnel as are deemed necessary by the Department may be required to work overtime shall count as overtime worked for purposes of determining equitable distribution.

17. Article X-Court time, Section 1

Amend as follows:

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 for or ~~in~~ 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 Boston, any juvenile court, or any superior court, or before any grand jury proceedings, 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 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 case 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 be carried in a pay status for every hour or fraction thereof during which he was in such attendance or appearance; provided, further, that if any such occasion occurs on an employee's day off or during his vacation, the employee shall receive additional time off commensurate with the time required by his/her required appearance under this Article, and that any employee regularly assigned to the midnight to 8:00 A.M. shift shall have his/her duty assignment changed to the day shift on the days required hereunder.

18. Article XI-Holidays, Section 5

Amend first sentence as follows:

If an employee is absent on account of illness (other than work related injury leave) on a holiday which is his/her scheduled workday, or if an employee is absent on account of illness (other than work related injury leave) on his scheduled tour ~~or~~ of duty immediately prior to, or on his scheduled tour ~~or~~ of duty immediately subsequent to, a holiday which falls on a scheduled day off, or if an employee is granted permission to take an unscheduled day off on a holiday which is

his/her scheduled workday, such employee shall receive his regular weekly compensation for the week in which such holiday falls but shall receive additional compensation for such holiday.

19. Article XIII-Vacation Leave, Section 9

Amend third sentence as follows:

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

20. Article XVIII-Compensation, Section 2-Night Shift Differential

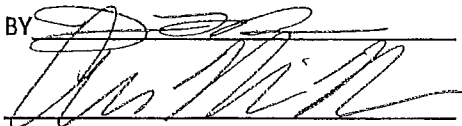
Whenever in the course of his/her regularly scheduled service an employee is assigned a night shift (a regular work shift four (4) or more hours of which occur between 7:00 p.m. on one day and 8:00 a.m. on the next succeeding day), he/she shall be paid a night shift differential in the amount of twenty (20) dollars per week. Night shift differential shall not be included **in base pay for the purpose of computing overtime but shall be so included for the purpose of determining holiday pay, vacation pay, sick and injured leave pay, and pay for in-service training, and shall be considered as regular compensation for retirement and pension purposes to the extent permitted by law.**

In witness hereof, the City of Boston and the Boston Police Cadets' Association, have caused the Agreement to be signed, executed and delivered on the 8th day of June, 2017.

CITY OF BOSTON

BOSTON POLICE CADETS' ASSOCIATION,

BY



Gordana Westerman
Borana Trojnoj
Step B. Sulliff

BY

