

Collective Bargaining Agreement

**Between the
City of Cambridge**

and

**Cambridge Police Superior
Officers Association**

July 1, 2017 through June 30, 2020

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PREAMBLE

This Agreement and such other agreements entered into to supplement or amend this Agreement, is made under the provisions of M.G.L., c. 150E, by and between the City of Cambridge, hereinafter called the "City" or the "Municipal Employer" and the Cambridge Police Superior Officers Association hereinafter called the "Superior Officers Association" or the "Association" in its own behalf and in behalf of the covered members, hereinafter called "Superior Officer" or its "employees", of the Cambridge Police Department, hereinafter called the "Police Department" or the "Department."

WITNESSETH

WHEREAS, the well-being of the employees covered by this Agreement and the efficient economic operation of the Police Department require that an orderly and constructive relationship be maintained by 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 each consider themselves mutually responsible to establish stable and 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 Agency The City recognizes the Superior Officers Association as the sole and exclusive bargaining agency for Police Sergeants, Lieutenants and Captains employed by the Police Department excluding the Police Commissioner, Superintendents, Deputy Superintendents, Patrol Officers and all civilian employees who are not employed as Superior Officers of the Department, for the purposes of collective bargaining with respect to wages, hours and other conditions of employment and engagement in other concerted activities for their mutual aid and protection.

Section 2. Retention of Rights Nothing in this Agreement shall abridge, deprive or limit an employee or the Superior Officers Association per se, in the exercise of any rights, powers and/or liberties to which he/she or it are or may be entitled under the laws of the United States of America, Commonwealth of Massachusetts, or the ordinances or other legislative acts of the City of Cambridge. Any and all rights and/or remedies that may exist at law, in equity or otherwise, are hereby by the Superior Officers Association and the respective employees retained and preserved. 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 an individual employee in relation to the City of Cambridge.

ARTICLE 2 UNFAIR LABOR PRACTICES

The Superior Officers Association and the City agree to adhere to and comply with the provisions of M.G.L., c. 150E.

ARTICLE 3 NO STRIKES

The Superior Officers Association agrees to comply with the provisions of M.G.L., c. 150E, s. 9(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 4 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 5 ASSOCIATION RIGHTS

Section 1. Impact of Policies/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 Superior Officers Association the opportunity of consultation and negotiation in collective bargaining on any contemplated change in wages, hours and/or working conditions.

Section 2. Distribution Rules A copy of every existing rule, regulation and order (General, Special or Personnel) shall be given to the Superior Officers Association. All such future orders shall be given to the Association as soon as possible.

Section 3. Access to Public Records Public records normally maintained by the Police Department shall be made available to the Superior Officers Association upon request. The Association may inspect the files and papers of the Department except internal security records. The Association or the employee involved, as the case may be, shall pay the clerical cost, if any, of such research.

Section 4. Bulletin Boards Bulletin boards shall be provided for the Superior Officers Association in Police Headquarters.

ARTICLE 6 EMPLOYEE RIGHTS

Section 1. Membership/Non-Discrimination The City agrees not to discriminate against an employee in conditions of employment in order to discourage or encourage membership in the Superior Officers Association, or to discriminate against an employee because he/she has given testimony, or taken part in a grievance procedure or proceeding of the Association.

Section 2. Protection of Rights An employee shall be protected in the right to freely join and assist the Superior Officers Association without fear of penalty or reprisal. The freedom of an employee to assist the Association shall be recognized as extending to participation in the management of the Association and acting for the Association in an official capacity, including the right to present Association views and positions to the public, to officials of the City, Police Department, members of the Cambridge City Council, or the Massachusetts Legislature, 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 an agreement with any such group or organization which would violate any rights of the Superior Officers Association under this Agreement or the law.

The City further agrees that neither the City, nor any representative, Department official or agency of the City, shall violate any right of employees or of the Association as provided and guaranteed by M.G.L., c. 150E, s. 10 (a).

Section 3. Personnel File An employee shall be given and have access at reasonable times, to his/her personnel file, and shall have the right to question and refute derogatory statements therein and to file rebuttal for inclusion in such file.

Section 4. Political Activity Except when on duty or when acting in an official capacity, an employee shall not be prohibited from engaging in political activity or be denied the right to refrain from engaging in political activity.

Section 5. Investigation Interrogation Whenever an 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 Investigation Interview Procedure, a copy of which is attached hereto and incorporated herein as Appendix - A. A copy of any notice sent to an employee scheduling him/her for any such interview shall be forwarded to the Association.

ARTICLE 7 FAIR PRACTICES

Section 1. Equal Rights The Superior Officers Association shall maintain the policy of accepting into voluntary membership all eligible employees in the bargaining unit without regard to race, color, creed, national origin, sex, sexual preference, sexual orientation or marital status and will represent equally all covered employees without regard to membership or participation in the activities of the Association.

Section 2. Non-Discrimination/Consistent Policy The City and the Association agree to continue the policy of not discriminating against any covered employee on the basis of race, color, creed, national origin, sex, sexual orientation, marital status or participation in or association with the activities of the Association. The parties further agree that this Agreement should not be enforced in a manner inconsistent with or in violation of the non-discrimination laws covered by this Article.

Section 3. Sexual Harassment The parties acknowledge that sexual harassment is a form of unlawful sex discrimination and that no employee shall engage in such conduct.

ARTICLE 8 REPRESENTATION

Section 1. Bargaining Committee The members of the Association Bargaining Committee who are on-duty shall be granted leave of absence without loss of pay or other benefits for all meetings between the City/Police Department 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, on vacation or, off-duty prior to or 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 shall be granted an additional four (4) hours of compensatory time for meetings which last more than four (4) hours. Employees may utilize such compensatory time in blocks of four (4) hours or may combine two (2)/four (4) hour blocks to receive one (1) full tour of duty off.

Section 2. Grievance Committee The members of the Association Grievance Committee who are on-duty shall be granted leave of absence without loss of pay or other benefits for all meetings between the City/Police Department 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, on vacation or, off-duty prior to or 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 shall be granted an additional four (4) hours of compensatory time for meetings which last more than four (4) hours. Employees may utilize such compensatory time in blocks of four (4) hours or may combine two (2)/four (4) hour blocks to receive one (1) full tour of duty off.

Section 3. Standing Committees Association Officers and representatives, up to the number four (4), shall constitute the following four (4) standing committees:

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

The members of these standing Committees shall similarly be granted leave of absence without loss of pay or other benefits or credited with compensatory time-off for participation in the activities of such committees, as is the case with the Bargaining and Grievance Committees.

Section 4. Accumulation/Requests for Compensatory Time

Committee members shall report all compensatory time-off owed through the chain of command. Requests to use compensatory time-off shall be submitted at least six (6) days prior to the date of requested use and shall be forwarded through the chain of command for approval by the employee's Commanding Officer.

Section 5. Discussion of Association Business Association Officers and representatives shall be permitted to discuss and communicate Association business with employees at all reasonable times during work taking into consideration police business.

Section 6. List of Officers/Representatives The Association shall provide the Department with an updated list of its Officers, Representatives and committee members.

ARTICLE 9 LABOR/MANAGEMENT MEETINGS

The City, through its Police Commissioner, shall meet with designated representatives of the Association one (1) day per month or at such other reasonable 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 Sergeants, Lieutenants and Captains.

ARTICLE 10 ASSOCIATION DUES/AGENCY FEE

Section 1. Association Dues Pursuant to the provisions of M.G.L., c. 180, s. 17A, Superior Officer Association dues shall be deducted from the salary of each eligible employee who voluntarily joins the Association on a weekly basis by the City, and paid to the Association. An employee may withdraw from membership in the Association by giving sixty (60) days written notice to both the City and the Association.

Section 2. Agency Fee Pursuant to the provisions of M.G.L., c. 180, s. 17G, an agency fee, equivalent to the amount of Association dues, shall be deducted from the salary of any eligible employee who chooses not to join the Superior Officers Association, or whoever withdraws from membership in the Association, on a weekly basis by the City, and paid to the Association.

ARTICLE 11 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 City or the Association or of any covered employee to 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 either the City or

the Association, or of any such employee to future performance of any such term or provision, and the obligation of the Association and the City or such employee for such future performance shall continue in full force and effect.

ARTICLE 12 HOLIDAYS

Section 1. Paid Holidays
considered paid holidays:

The following days shall be

- | | |
|------------------------|------------------|
| New Years Day | Independence Day |
| Martin Luther King Day | Labor Day |
| Presidents Day | Columbus Day |
| Evacuation Day | Veterans Day |
| Patriots Day | Thanksgiving Day |
| Memorial Day | Christmas Eve |
| | Christmas Day |

or the following Monday if any day aforesaid falls on a Sunday.

Section 2. Holiday Pay Each employee shall receive, in addition to his/her regular weekly compensation, an additional day's pay, computed as .285 of his/her regular weekly compensation, for each of the holidays listed in said Section 1. An employee required to work on any such holiday falling on his/her day-off or vacation shall receive, in addition to his/her regular weekly compensation and the holiday pay described herein, overtime pay for all hours worked with a minimum of eight (8) hours. Holiday pay provided hereunder is regular compensation for pension/retirement purposes.

Section 3. Holiday Premium Pay Each employee shall receive, in addition to his/her regular weekly compensation and the holiday pay described in Section 2 of this Article, an annual holiday premium payment calculated at the rate of 1.402% of annual base salary for sergeants, 1.189% for lieutenants, and 1.007% for captains. Said holiday premium shall be paid to eligible employees on the first payday in December of each year. Holiday premium provided hereunder shall not be included in base pay for purposes of computing overtime/court-time pay or the holiday pay otherwise provided by this Article, but shall be included in base pay for the purpose of computing Education Incentive pay or Career Awards pay and is regular compensation for pension/retirement purposes.

Section 4. Thanksgiving/Christmas Scheduling In the interest of facilitating holiday time off on Thanksgiving Day and Christmas Day, staffing requirements shall be set at the minimum 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

hours of work will remain the discretion of the Department. The Association does not waive any rights to appeal any such discipline.

In the event the Cambridge Police Patrol Association agrees to any change in the tours of duty/work shifts language, then the material provisions of this Section shall be reopened for negotiation of City proposals, provided that no unilateral changes may be made by the City in the event the parties do not reach agreement on such proposals.

Section 3. Selective Enforcement Unit Each employee assigned to the Selective Enforcement Unit shall work Monday through Friday as follows:

Day Shift - 8:00 a.m. - 4:00 p.m.;
Night Shift - 4:00 p.m. - 12:00 a.m.

Each employee assigned to the Selective Enforcement Unit shall receive a paid meal break during his/her tour of duty similar to the Patrol Division.

Section 4. Other Units/Divisions The tours of duty/work shifts for an employee working in any other Unit/Division shall conform to the eight (8) hour day and the forty (40) hour work week as provided in Section 1 of this Article, and current work practices shall be in keeping therewith, with regular starting and ending times.

Section 5. Voluntary Flexible Schedule Each employee assigned to Quality Control, Community Relations, Bicycle Patrol or Technical Services may, with the approval of the Police Commissioner, volunteer to work a schedule that includes both Day and Night tours of duty on either a regular or intermittent basis. Any such schedule must conform to the provisions of Section 4 of this Article. An employee working such a schedule shall receive all applicable pay differentials on a prorated basis and may only select paid details from a Day Shift Detail Group.

Section 6. Paid Detail Shift Adjustment Each employee not assigned to the First, Second or Third Platoon, and eligible to perform paid police details, shall have the regular ending time of his/her shift rolled back ten (10) minutes whenever he/she selects a detail which start time coincides with his/her regular shift ending time. Whenever an employee exercises this option his/her meal break for that shift shall be reduced by ten (10) minutes.

Section 7. Unit Days Each employee assigned to a five (5) on/two (2) off work schedule shall receive up to a maximum of eighteen (18) additional paid days off each calendar year. These days-off shall be known as Unit Days. Unit Days shall accrue at a rate of one and one-half (1 1/2) days per month. Unit Days may not accumulate and shall be arranged by the Commanding Officer of each Unit/Division.

Section 8. Maintenance of Shifts The City agrees, that, except in situations of an emergency nature, in which event, two (2)/twelve (12) hour shifts may be implemented, all work shifts or tours of duty, day-off or group schedules and work weeks specified or referred to in this Article, shall remain in full force and effect during the term of this Agreement. Notwithstanding any other provision of this Article, the Police Commissioner shall have the power from time to time to establish, pursuant to mutual agreement with the Association, such shifts as shall be deemed necessary. Any and all such shifts shall have a regular starting and ending time and shall not exceed eight (8) consecutive hours.

Section 9. Scheduling of Overtime In emergencies or as the needs of the service require, an employee may be required to perform overtime work. An employee shall be given as much advance notice as possible of any such overtime work. Scheduled overtime shall be posted and distributed to all employees on a fair and equitable basis, in the same manner as paid police details. All employees shall be afforded the opportunity to accept overtime service. There shall be no discrimination against an employee who declines to work overtime on a voluntary basis. An employee, other than an employee required to work beyond his/her regular tour of duty due to the exigencies of his/her workday (e.g., late call/arrest, etc.), shall have the option of declining offered overtime. However, if sufficient personnel do not accept such offered overtime on a voluntary basis, or in the event of an emergency situation where time is of the essence in executing an overtime job, such additional personnel as are deemed necessary by the Department may be required to work overtime on an assigned basis. The Department shall seek to avoid assigning overtime, as contrasted with voluntary overtime, to an employee on a "short-day", so-called, on days-off or to an employee working with Night Platoons who is required to attend court, etc., between his/her tours of duty so that such employee may be afforded every opportunity for required rest or to attend to his/her personal business before and after working hours or on a day-off.

Section 10. Overtime Service All assigned, authorized or approved service outside or out of turn of an employee's regular scheduled tour of duty, other than paid police details, including service on an employee's scheduled day-off, or during his/her vacation, and service performed prior to the scheduled starting time of his/her regular tour of duty, and service performed subsequent to the scheduled ending time of his/her regular tour of duty, including court-time as set forth in Article 22 of this Agreement, shall be

deemed overtime service subject to the following rules:

- (a) If duty requires an employee to work beyond the normal ending time of a scheduled tour of duty:
 - 1. the first fifteen (15) minutes of such service shall not be deemed overtime service. The City agrees that this provision shall not be used as a basis of discrimination against or punishment of any employee;
 - 2. if an employee works more than fifteen (15) minutes but thirty (30) minutes or less of such service he/she shall be deemed to have performed one-half (1/2) hour of overtime service;
 - 3. if an employee works more than thirty (30) minutes of such service, such overtime service shall be rounded off and paid to the next quarter (1/4) hour.

- (b) Overtime service shall not include:
 - 1. an out-of-turn tour of duty which is substituted for a regular scheduled tour of duty by mutual agreement between the Department and an employee;
 - 2. swapped tours of duty between individual employees by their mutual agreement and subject to command approval;
 - 3. a change in the schedule of an employee who is shifted from one platoon to another platoon or from one tour of duty to another tour of duty 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 tour of duty to another tour of duty for a period of less than fourteen (14) consecutive calendar days if for the purpose of In-Service Training, returning a prisoner to the City's jurisdiction or for an employee's appearance at hearing(s) as a defendant on charges pursuant to M.G.L., c. 31, s. 41.

- (c) An employee who has left his/her place of employment or last duty assignment after completing a regular tour of duty and is recalled to his/her Unit/Division, or to any other place, or an employee so recalled on a scheduled day-off or during his/her vacation, 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 whenever an employee is called in early to work prior to the normal starting time of a regular scheduled tour of duty and works continuously from the time he/she reports until such regular tour of duty begins. In that event such employee shall receive overtime pay only for the actual time worked prior to the beginning of his/her regular scheduled tour of duty. An employee called into work on a holiday on which he/she is not scheduled to work or during his/her vacation shall be paid in accordance with Article 12, Section 2 of this Agreement.

- (d) The scheduled tours of duty of an individual employee or group of employees will not be changed or altered for the purpose of avoiding the overtime provisions of this Article.

Section 11. Method of Compensation for Overtime Service An employee who performs overtime/court-time service in accordance with the provisions of this Agreement shall receive, in addition to his/her regular weekly compensation, time and one-half his/her straight-time hourly rate of pay for each hour or fraction thereof of such overtime/court-time service; subject, however, to the minimum guarantees set forth in this Agreement. The straight-time hourly rate of pay shall be computed as one-fortieth (1/40) of an employee's regular weekly compensation. An employee shall not be required to accept compensatory time off in lieu of monetary compensation for overtime service. Pay for overtime service shall be in addition to and not in lieu of holiday pay or vacation pay, and shall be remitted to an employee as soon as practicable after the week in which such overtime service is performed.

Section 12. Emergency Situations In the event of an emergency situation during which two (2)/twelve (12) hour tours of duty are put into effect, all service in excess of eight (8) consecutive hours on any such tour of duty shall be deemed overtime service.

ARTICLE 14 SENIORITY

Section 1. Standing Employee seniority within the bargaining unit shall be determined by the date of original appointment to each rank. Employees appointed to the same rank on the same date shall have their relative seniority determined by the order of standing on the certified civil service list from which they were appointed.

Section 2. Adjustments An employee's seniority shall be recomputed if absent due to unpaid leave of absence or suspension for ninety (90) or more consecutive days, or if the provisions of the Bridge Seniority clause of this Article apply to any such employee.

Section 3. Bridge Seniority An employee who leaves, or has left, the bargaining unit to accept a non-bargaining unit position in the City but who subsequently returns to a bargaining unit position shall receive full bargaining unit seniority for time he/she served in a bargaining unit position, but shall receive no seniority for time served in a non-bargaining unit position.

Section 4. Reinstated Retirees An employee who has retired and is reinstated pursuant to M.G.L., c. 32, s. 8, or similar law shall receive no bargaining unit seniority or other contractual benefits or credit for time on retirement.

ARTICLE 15 PATROL DIVISION SHIFT PREFERENCE

Section 1. Eligibility Sergeants and Lieutenants assigned to the Patrol Division shall have the right to pick their Shift Assignment (Days/Nights) by seniority. Captains are excluded from the shift pick. Captains are considered to be on the Command Staff and their assignments are made at the discretion of the Police Commissioner.

Section 2. Shift Assignments Sergeant and Lieutenant Shift Assignments (Days / Nights) shall be posted for twenty days and processed every six (6) months on or about the 15th of March and the 15th of September and shall become effective on April 1st and October 1st respectively. Sergeants and Lieutenants must make their picks before the posted closing date. Each assignment shall remain in force for six (6) months.

Section 3. Patrol Group Assignments Sergeant and Lieutenant Patrol Group Assignments shall be at the discretion of the Police Commissioner provided, however, that following each April and October Shift Pick the Department shall assign the three (3) most senior Sergeants who bid the Day Shift to separate Day Shift Patrol Groups and the six (6) most senior Sergeants who bid the Night Shift to separate Night Shift Patrol Groups. If an employee is reassigned to the Patrol Division between the April/October Shift pick, the Police Commissioner may assign such employee to any Patrol Group in the Platoon said employee is then assigned.

Section 4. Unscheduled Openings Whenever a shift opening becomes available because of transfer, leave of absence, retirement, resignation, extended medical/injured leave, death or because of a newly authorized or created position(s), it shall be posted for twenty (20) days. Eligible Superior Officers must make their pick before the posted closing date. Reassignments shall be accomplished within ten (10) days thereafter. Notwithstanding the foregoing provisions, the City may, but need not, post a shift opening occurring within forty-five (45) days of the next scheduled pick.

Section 5. Voided Picks If in the opinion of the Police Commissioner an assignment pick should be voided for a period, the Commissioner shall have the right to do so. If the employee involved elects to grieve, the Commissioner shall put the reason for the void in writing. Such reason shall be specific and shall not be based upon "good of the service" or other such reason, but may include and shall not be limited to an employee's attendance record, discipline (i.e. suspension, written reprimand). If the Commissioner voids an employee's assignment pick, such employee or the Association may grieve the Commissioner's action to Step 3, but may not submit said grievance to Arbitration. The Step 3 grievance will be heard within ten (10) days of submission by the City Manager or a designee and an answer will be given within five (5) days following the hearing.

ARTICLE 16 SAFETY AND HEALTH

Section 1. Enforcement of Rules/Regulations The City and the Association shall cooperate in the enforcement of all safety rules and regulations. Complaints with respect to unsafe and/or unhealthy working conditions or equipment shall be brought immediately to the attention of an employee's Commanding Officer and shall be the subject of a grievance hereunder.

Section 2. Equipment/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.

Section 3. Indemnification The City agrees that the provisions of M.G.L., c. 89, s. 7B, 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 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 also agrees to defend, indemnify and hold harmless an employee in and for any situation, which may or shall impose liability on such employee for circumstances and conditions or events arising in and out of the course of the performance of duty. The City further agrees that, in the effectuation of M.G.L., c. 41, s. 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. The City further agrees to submit and bring about, from time to time, appropriations necessary to effectuate indemnification of employees, in accordance with law.

Section 4. Prohibition - Personal Injury/Property Insurance

No employee shall be obligated to purchase or otherwise be covered, at his/her expense, by an insurance policy relating to personal injury and/or property damage liability, as such may arise out of the operation of any piece of

equipment of any kind or a motor vehicle owned by the City or used in behalf of the City.

ARTICLE 17 INJURED LEAVE / FITNESS TO RETURN TO DUTY

Section 1. Incapacitation An employee incapacitated for duty because of illness, injury or disability sustained in the performance of duty, including paid police details and/or any special duty (e.g. Federal/State Task Force), without fault on his/her part, shall be granted paid injured leave for the period of incapacity pursuant to M.G.L., c. 41, s. 111F, and pertinent appellate case law, except as specifically modified hereunder and subject to the provisions of this Article.

Section 2. Examination/Treatment An employee claiming paid injured leave benefits hereunder shall be entitled to examination and treatment by a medical provider of his/her own choice and may be examined by a physician selected, and paid for, by the City.

An employee's medical provider shall be afforded full opportunity to consult with the City physician prior to any determination by such City physician as to such employee's fitness to resume either full duty or, after more than sixty (60) consecutive days on paid injured leave, limited duty.

If an employee's medical provider and the City physician disagree as to such fitness, they shall thereupon jointly designate a physician agreeable to both, who, at City expense, shall examine such employee and render an advisory medical opinion as to his/her fitness to return to duty. Copies of such advisory medical opinion shall be transmitted by the examining physician to the City, the City's physician, the employee and the employee's medical provider.

If an employee's medical provider and the City physician are unable to agree upon a third physician, a physician shall be jointly selected by them from a list or panel of physicians established or suggested by the Massachusetts Commissioner of Public Health, in cooperation with the parties hereto, upon which event such physician, at City expense, shall examine such employee and render an advisory medical opinion as aforesaid. Pending receipt of such advisory medical opinion and action of the City physician thereupon, the City shall not require such employee to return to duty and shall continue to compensate him/her on paid injured leave for lost time due to any such absence.

If the third physician determines that an employee is not fit to return to full duty, such employee shall be continued on paid injured leave.

If, after an employee has been on paid injured leave for more than sixty

(60) consecutive days, the third physician determines that he/she is not fit to return to limited duty, such employee shall be continued on paid injured leave.

If the third physician determines that an employee is fit to return to full duty or, after more than sixty (60) consecutive days on paid injured leave, is fit to return to limited duty, he/she shall no longer be continued on paid injured leave, and shall therefore be obligated to return to work or be subject to appropriate discipline.

The opinion of the third physician shall be final and binding on the parties and shall not be subject to the Grievance/Arbitration provisions of this Agreement.

No injured 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 the third physician determines that the incapacity no longer exists for full duty, or, after more than sixty (60) consecutive days on paid injured leave, for limited duty.

Section 3. Limited Duty An employee absent on paid injured leave for more than sixty (60) consecutive days may, in the discretion of the Police Commissioner, be compelled to return to duty if capable of performing limited duties on either a full or part time basis. Limited duty shall mean any duty currently performed by a Cambridge Police Superior Officer of equal rank. It is understood and agreed 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 absent on paid injured leave or assigned to limited duty under the provisions of this Article arising from an incapacity pursuant to M.G.L, c. 41, s. 111F, 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 If an employee assigned to limited duty is unable to perform the tasks, and his/her medical provider so states, and the City physician disagrees, the third physician process described herein shall be utilized. Pending the conclusion of such third party physician process such employee shall be returned to paid injured leave status.

Section 6. Verification/Discipline Nothing in this Article shall prohibit the Department from verifying the legitimacy of absences due to illness, injury or disability sustained in the performance of duty. Willful violation of any of the contractual rules governing injured leave or the willful making of any false report regarding illness or disability shall make an employee liable for restitution and subject to disciplinary action. No injured

leave pay is allowed if an employee attempts to deceive an attending medical provider in relation to his/her medical condition and/or refuses or neglects to conform to the non-surgical instructions of such attending medical provider.

Section 7. Daily Call-In/Notification An employee absent on paid injured leave must report his/her status to the Police Station by calling-in no later than one (1) hour prior to his/her regular starting time. Such employee must disclose the nature of his/her duty related illness, injury or disability. An employee is not required to report his/her location or leave a telephone number nor shall such employee be confined to his/her home while on injured leave. The Department shall not telephone or visit an employee on injured leave at his/her home for the purpose of verifying his/her presence.

Section 8. Long Term Absence An employee absent on paid injured leave who provides acceptable medical documentation indicating that he/she is unable to report for duty for ten (10) or more consecutive calendar days shall be exempt from the daily call-in requirement. If an employee who has obtained an exemption under this provision remains medically unable to report for duty after the date of return initially projected by his/her medical provider, such employee must provide the Department with a revised projected return date from his/her medical provider, prior to his/her next scheduled tour of duty, or such employee shall lose his/her exemption from the daily call-in requirement.

Section 9. Voluntary Limited Duty An employee may return to limited duty, at any time, on the advice of his/her own medical provider, subject however, to the opinion of the City physician if so requested by the City in any such case.

Section 10. Assignments Limited duty assignments shall not involve prisoner processing. No disciplinary action will be taken against an employee assigned to limited duty who fails to respond to incidents, which could result in re-injury or exacerbation of injury or illness. Limited duty assignments shall only be made to a Monday through Friday, Administrative Unit, Day Shift schedule. Limited duty assignments shall not be made or used to replace any full duty employee without the consent of the Association.

Section 11. Differentials An employee assigned to Limited Duty shall receive Five (5) On/Two (2) Off - Day Shift Differential together with any differential he/she was receiving prior to commencing limited duty.

Section 12. Uniform An employee performing limited duty shall not be required to wear a uniform.

Section 13. Paid Details An employee assigned to limited duty may not work paid police details.

Section 14. Overtime/Court-time An employee assigned to limited duty may work overtime, to the extent available, within the parameters of his/her limited duty capacity. Such employee is also eligible for court-time pay for any court appearance occurring during said employee's off duty hours.

Section 15. Expedite Medical Information In order to expedite receipt of pertinent medical information and payment of medical expenses, an employee, who claims paid injured leave benefits hereunder, shall sign a form releasing to the City physician all medical and hospital records and documents pertaining solely to the nature, extent and cause of the particular illness, injury or disability incurred in the performance of duty, or reoccurrence thereof, involved in such claim. If, prior to rendering an opinion, the City physician or a third party physician determine that additional treatment records are required, the parties shall meet to resolve that issue in a mutually satisfactory manner. If agreement cannot be reached the matter may be submitted to final and binding arbitration under the American Arbitration Association rules for expedited arbitration. The standard to be used by the arbitrator is whether the records at issue are relevant and valuable for the physician to render an opinion.

ARTICLE 18 LEAVES OF ABSENCE

Section 1. Permitted Reasons Subject to the operating needs of each Unit/Division as determined by the Commanding 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 M.G.L., c. 31, s. 21, as a pallbearer, escort, bugler, or member of a firing squad or color detail; at a funeral or memorial service of a veteran, as so defined, or of any person who dies in other than dishonorable circumstances while serving in the armed forces of the United States in time of war or insurrection;
- (b) attendance by an employee who is a veteran, as defined in M.G.L., c. 31, s. 21, as a delegate or alternate to state or national conventions of certain veterans' organizations as designated from time to time by the City Manager;
- (c) inoculation required by the City;
- (d) Red Cross blood donations authorized by the Department;
- (e) promotional examinations 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 education programs required or authorized by the City;
- (h) jury duty.

Section 2. Military Leave An employee who is a member of a reserve component of the armed forces of the United States shall be granted, in accordance with M.G.L., c. 33, s. 59, leave of absence with pay, during the time of his/her annual tour of duty with such reserve component; provided, however, that such leave shall not exceed seventeen (17) calendar days. An employee who is involuntarily called to active military duty shall not suffer any loss of vacation eligibility, seniority standing and/or any salary or wage increase. Such employee shall be credited with all such benefits together with any and all increases to such benefits during the period of time involved in such military activation to the same extent as if such employee remained active on the City payroll.

Section 3. Pregnancy/Maternity Leave Whenever a female employee becomes pregnant she shall furnish the Police Commissioner with a certificate from her medical provider stating the expected date of delivery of child. Such employee may continue to work for as long as her medical provider certifies that 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.

Section 4. Unpaid Leave Leave of absence without pay shall be granted for a period not to exceed six (6) consecutive months for a reasonable purpose. Such reasonable purpose shall be determined by the Police Commissioner.

Section 5. Bereavement Leave In the event of the death of a spouse, child, or parent of an employee who is in active service at the time of such death, whether such relative was a permanent member of the employee's household or not, such employee shall be entitled to five (5) days of bereavement leave without loss of pay or other benefits, commencing the day following the day of death.

In the event of the death of a brother, sister, grandparent, grandchild, son-in-law, daughter-in-law or parent-in-law of an employee who is in active service at the time of such death whether such relative was a permanent

member of the employee's household or not, or any other person with whom said employee made his/her home, such employee shall be entitled to four (4) days of bereavement leave without loss of pay or other benefits, commencing the day following the day of death.

It is understood that these days shall be consecutive and shall include an employee's regular scheduled days off. If an employee is working or scheduled to work on the day of death he/she shall be entitled to leave work or to not report for work without, in each instance, loss of pay.

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

Additional bereavement leave may be granted in special circumstances in the discretion of the Police Commissioner. Bereavement leave under this Section shall not be deducted from sick, injured or vacation leave.

ARTICLE 19 GRIEVANCE / ARBITRATION

Section 1. Definition/Scope The term "grievance" shall include any dispute concerning any provision of this Agreement, or 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 any decision or order of either the City Manager or the Police Commissioner as any such may affect personnel or conditions of work and employment. Except as provided in Section 6 of this Article, no grievance which is the subject of M.G.L., c. 31, may be submitted as a grievance.

Section 2. Grievance Procedure All grievances shall be processed in the following manner:

- (a) Step One - Commanding Officer Grievances must first be presented by the employee and/or the Association to the Commanding Officer designated by the Police Commissioner as in charge of the employee's shift or such other supervisor so designated within thirty (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 - Police Commissioner If the grievance is not resolved in a mutually acceptable manner at Step One within seven (7) calendar days of the filing of the grievance, it shall be submitted, in writing, on agreed upon forms, to the Police Commissioner. A meeting between the Commissioner and/or a designated Department representative with the Association Grievance Committee shall be held within five (5) calendar days to discuss the grievance. If the grievance is adjusted at this meeting, the adjustment shall be noted on the grievance form and shall be signed by the Commissioner or the Department designee and the Association representative(s) reaching the adjustment. If the Grievance is not adjusted at this meeting the Commissioner or his/her designee shall forward a written answer to the Grievance Committee within five (5) calendar days following the meeting;
- (c) Step Three - City Manager If the grievance has not been resolved at Step Two, it shall be presented in writing to the City Manager within seven (7) calendar days after the written reply from the Police Commissioner or Department designee has been received. The City Manager or designee shall endeavor to hold a meeting within ten (10) calendar days of receipt of the grievance or such other time as is mutually convenient for the parties. A written answer to the grievance shall be made within ten (10) calendar days of the meeting;
- (d) Step Four - Arbitration If the grievance is not resolved at Step Three, the Association and only the Association, may in any instance submit the grievance to arbitration. The submission to arbitration shall be 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 Three answer. The arbitration shall be conducted under the rules of the American Arbitration Association. Expenses for the Arbitrator's services shall be shared equally by the parties.

The arbitrator shall be without power to alter, add to or detract from the language of this Agreement. The arbitrator shall submit his/her finding of fact and Award within thirty (30) calendar days following 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.

Up to three (3) members of the Association Grievance Committee may attend an Arbitration Hearing without loss of pay. The appearance of an employee witness at an Arbitration Hearing

will not result in any loss of pay to such employee. The Police Commissioner shall adjust the schedule of any night shift officer who is required to appear at an Arbitration Hearing in order to permit said appearance.

Section 3. General Nature Grievance Any grievance affecting a group of employees or of a policy nature may be filed at Step Two of the Grievance Procedure.

Section 4. Notification of Grievance/Hearings The Association shall be informed in writing of all grievances filed by employees covered by this Agreement, and of all grievance hearings, determinations and awards.

Section 5. Non-Implementation of Satisfactory Decision If a decision satisfactory to the Association at any level of the grievance procedure is not implemented within a reasonable period of time, or if the Department or City exceed any of the time limits prescribed herein, the Association may invoke the next step of the grievance procedure.

Section 6. Just Cause No employee shall be disciplined, suspended, discharged, removed or terminated except for just cause. The filing of a grievance by an employee contesting any such action shall constitute an election of remedies which shall automatically bar any appeal of the same matter under M.G.L., c. 31, s. 41 and/or M.G.L., c. 32, s. 16.

ARTICLE 20 VACATION/PERSONAL DAYS

Section 1. Vacation The current policies and practices relating to vacation, including the right to split vacation leave during each vacation period, shall continue in force and effect for the duration of this Agreement. Employees shall not accrue, or otherwise be eligible for additional vacation benefits after six (6) months of sick or injured leave.

Section 2. Vacation Allowance Each employee's annual vacation allowance shall be determined by his/her qualified length of service as follows:

<u>After Years of Service</u>	<u>Vacation 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

Section 3. Prior City Service Association members as of July 1, 2001, with prior City service, including School Department service, shall receive credit for all such service, whether continuous or not, for vacation eligibility. Future members shall maintain the service credit they received pursuant to their employment in the Police Department prior to promotion. The provisions of this Section shall not reduce, in any way, the present vacation entitlement of any employee.

Section 4. Vacation Selection Vacations shall be selected by rank (Captain, Lieutenant, Sergeant). The order of selection for a vacation period shall be determined by Bargaining Unit seniority in each rank category within each Unit/Division.

Section 5. Patrol Division Vacation Scheduling One (1) Lieutenant and two (2) Sergeants or three (3) Sergeants from the same Platoon may select the same vacation period. A maximum of one (1) Lieutenant and one (1) Sergeant or two (2) Sergeants from the same Patrol Group may select the same vacation period. All Superior Officers assigned to the same Patrol Group cannot be granted the same vacation period. However, if there is adequate staffing on a tour of duty, an employee scheduled to work may request and be granted such tour of duty off by using any form of paid leave available to such employee, regardless of his/her Patrol Group assignment.

Section 6. Vacation Periods There shall be seven (7) Winter vacation periods and seven (7) Summer vacation periods. Winter vacations shall be posted in November of each year. Summer vacations shall be posted in February of each year. Fifth (5th) week vacations shall be posted in September of each year.

Section 7. Sell Back Option 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.

Section 8. One-Half (1/2) Vacation Day An employee may use up to seven (7) vacation days during a calendar year in four (4) hour blocks subject to appropriate staffing levels.

Section 9. Vacation Carry Over An employee may carry up to four (4) vacation days, two (2) each from his/her Summer and Winter entitlement, from one calendar year for use in the next calendar year. An employee wishing to exercise this option must notify the Department in writing

of his/her intention to do so prior to January 1st of the calendar year from which the vacation days are to be deducted from his/her annual entitlement.

Section 10. Overtime/Court Vacation Day An employee required to work overtime or attend court during a scheduled vacation period shall receive, in addition to overtime/court-time pay, an additional vacation day for each such day that he/she performs such overtime/court-time service during his/her scheduled vacation.

Section 11. Individual Vacation Days Superior Officers may continue to use individual vacation days as per past practice.

Section 12. Personal Days Each employee shall receive two (2) paid personal days off per calendar year for use during the year in which they are awarded.

Section 13. Payout Any Superior Officer who retires or otherwise separates from employment with the City on or after January 1, 2015 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 calculation set forth in this section is not intended to impact the interpretation or implementation of Section 7 of this Article (sell back option) or any other provision of this Agreement.

ARTICLE 21 SICK LEAVE/COMMENDATION/ADMINISTRATIVE DAYS

Section 1. Sick Leave The policies and practices relating to sick leave in effect prior to July 1, 1980, shall remain in full force and effect for the duration of this Agreement.

Section 2. Commendation Days Off Each employee who uses no sick leave, 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 he/she is entitled under this Agreement. These days must be used during the calendar year in which they are awarded.

Section 3. Administrative Days Off Each employee who uses no sick leave in any rolling six (6) month period shall receive one (1) paid Administrative Day off for each such period, exclusive of any other paid leave to which he/she is entitled under this Agreement. This day must be used within six (6) months of being awarded.

Section 4. Scheduling Commendation/Administrative Days The time or times when Commendation and/or Administrative Days under Sections 2 and 3 above may be taken shall be subject to the Police Commissioner's approval based upon his/her reasonable determination concerning staffing levels and operational needs.

Section 5. Sick Leave Incentive Each employee who uses no sick leave, leave of absence or other unpaid status in the six (6) month periods measured January through June, or July through December, of each year shall receive incentive pay in the amount of three hundred (\$300) dollars for each such period. Sick leave incentive pay shall be exclusive of any other sick leave benefits provided to employees under this Agreement.

ARTICLE 22 COURT-TIME

Section 1. Court-Time An off-duty employee who attends or appears as a witness or in other capacity, in the performance of duty, for or in behalf of the Commonwealth of Massachusetts or the City of Cambridge, in a criminal or other case pending in any District Court, Juvenile Court, Superior Court or before a Grand Jury proceeding, or in conference with a District Attorney, Assistant District Attorney, or at any pretrial conference or any related hearing or proceeding, or who attends or appears as a witness or in other capacity, in the performance of duty, for or in behalf of the government of the United States, the Commonwealth, or the City, in a criminal or other case pending in any Federal District Court, or before a Federal Grand Jury proceeding or before a United States Commission, or in conference with a United States Attorney or Assistant United States Attorney, or at any pretrial conference or any related hearing or proceeding, or who is required or requested by the City of Cambridge or by any other city, town, county, state or by the federal government to attend or appear as a witness or in other capacity, before any department, agency, board, commission, division, authority, official or any subdivision of any of the foregoing, shall be entitled to overtime compensation for every hour or fraction thereof during which such off-duty employee was in such attendance or appearance.

In no event shall such compensation be less than three (3) hours of overtime pay, to be paid in accordance with the provisions of Article 13, Section 11 of this Agreement; provided, however, that if an employee attends or appears, during any one day on more than one such occasion, such employee shall be entitled to such additional pay from the time of the 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 an employee's scheduled vacation, such employee shall receive the additional pay and benefits provided 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 the employee has actually been in court for at least one (1) hour. If an employee has not actually been in court for one (1) hour on the occasion of a morning session such employee shall continue to receive the three (3) hour minimum. The increased minimum does not apply to felony arraignments.

An off-duty employee scheduled to attend an afternoon session of the court, commencing at or after 2:00 p.m., without also having attended the morning session, shall be entitled to overtime compensation for every hour or fraction thereof during which such employee was in such attendance or appearance, but in no event shall such compensation be less than four (4) hours overtime pay, to be paid in accordance with the provisions of Article 13, Section 11 of this Agreement.

Section 2. Felony Arraignments In accordance with past practice, arresting officers who appear in court on the day of arraignment in felony cases shall receive a minimum of three (3) hours overtime pay for each such appearance.

Section 3. Short-Day Court Time An employee coming off of a Last Half tour of duty who is scheduled to appear in court the same morning shall be deemed to be on court-time at 8:01 a.m.

Section 4. Short-Day Options An employee performing court-time duty to 11:00 a.m. or thereafter, after completing a Last Half tour of duty and scheduled to report for a First Half tour of duty on the same day may report for work at 5:30 p.m., and work until the end of such First Half tour of duty.

An employee performing court-time duty to 1:00 p.m., or thereafter, after completing a Last Half tour of duty and scheduled to report for a First Half tour of duty on the same day may, at his/her option, report for work at 5:30 p.m., and work until the end of such First Half tour of duty or, may report for duty at the regular starting time of such First Half tour of duty, or upon completion of his/her court-time duty, and leave work at 8:30 p.m.

An employee scheduled to appear in court for an afternoon session without also having attended the morning session, after completing a Last Half tour of duty and scheduled to report for a First Half tour of duty on the same day, shall report for duty at the regular starting time of such First Half tour of duty, or upon completion of his/her court-time duty, and leave work at 8:30 p.m.

Section 5. Court 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, located fifteen (15) or more miles 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 (\$.30) cents 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 6. Delivery of Drugs An off-duty employee who is required to make a delivery of drugs to, or a pickup of drugs from the Food and Drug Administration for use in court as evidence, shall receive, in addition to the court-time pay otherwise provided under this Article, two (2) hours of overtime pay for each such delivery and/or pick-up.

Section 7. Evidence Pick-Up/Return An off-duty employee who is required to pick-up evidence at the Police Station/Property Room for use in court and/or required to return such evidence to the Police Station/Property Room after said court appearance, shall be entitled to one-half (1/2) hour of overtime pay for each such pick-up and/or return of evidence, provided, however, that the aggregate continuous time for such pick-up and/or return of such evidence does not exceed four (4) hours, then the provisions of this Section shall not be applicable.

ARTICLE 23 INSURANCE

Section 1. Health Insurance The City shall pay eighty-two (82%) percent of each HMO insurance premium offered through the City. Participating employees hired prior to July 1, 2019 shall pay eighteen (18%) percent of such HMO insurance premium on a pre-tax basis. The City shall continue to offer Blue Cross/Blue Shield Blue Choice as the primary health insurance coverage with regular dependent student/child coverage up to age twenty-five (25). The City shall continue to offer its major medical indemnity plan and pay ninety-nine (99%) percent of the premium.

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. Employees first hired as sworn police officers before July 1, 2019, who were contributing less than 25% of the cost of health insurance before their promotion into the bargaining unit, will pay the contribution rate in effect for unit members hired into the unit prior to July 1, 2019. Those who have City of Cambridge health insurance coverage for which they were paying 25% at time of unit membership will continue to pay 25%.

Section 2. Pay in Lieu of Health Insurance Each eligible employee who declines City health insurance and who has health insurance coverage through another source, not contributed to by the City, shall receive

\$133.33 dollars per month/\$1,600 dollars per year in lieu of health insurance. This payment shall not be included in base pay for any other purpose. An employee who loses the alternative source of health insurance through no fault of his/her own (e.g., spouse loss of job and hence loss of insurance), will be entitled to enroll in the City Health Insurance plan off of the open enrollment period with no waiting period or preexisting condition limitations. Employees can elect City Health Insurance coverage at open enrollment without limitations as to other non-City coverage.

Section 3. Flexible Spending Account The City shall continue the pre-tax flexible medical spending and dependent care assistance program. The City shall pay the annual vendor fee for each employee who participates. Participating employees shall be responsible for any additional charges for such service as they may occur.

Section 4. Accidental Death Insurance Pursuant to the provisions of M.G.L., c. 32B, s. 11A and s. 11D, the City shall offer service connected group accidental death and dismemberment insurance coverage in an amount equal to twice the maximum amount permitted by law, currently totaling forty two thousand (\$42,000) dollars, to each employee who elects such coverage. The City shall pay seventy-five percent (75%) of the premium cost. Each participating employee shall pay twenty-five percent (25%) of the premium cost. 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 to be a self insurer hereunder.

Section 5. Dental/Vision Fund The City shall contribute thirteen (\$13) dollars per week in behalf of each employee to the Cambridge Public Employees Dental and Vision Fund. Should the Trustees of the Fund require more than this amount to fund the plan provided to employees, the City and the employees shall share the additional cost equally. The employee co-pay shall be deducted from his/her paycheck on a pre-tax basis.

ARTICLE 24 UNIFORMS & EQUIPMENT

Section 1. Dress Code Uniforms/clothing will be worn in the manner prescribed by the Police Commissioner. Employees agree to comply with Departmental regulations on proper dress and the Association will cooperate in effecting such compliance.

Section 2. Damaged Uniforms/Clothing The City agrees to replace, at its expense, items of uniforms/clothing substantially damaged in the performance of duty without negligence on the part of the employee involved.

Section 3. Standard Equipment The City shall, at its expense, furnish employees with equipment as needed, including badges, numbers, rank and insignia, firearms, garrison belts, holsters and other equipment as is presently furnished employees by the Department.

Section 4. Emergency Equipment 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.

Section 5. Uniform Change Should there be a change in the current uniform style now being worn by Superior Officers, the City agrees to assume the cost of the new items, including, if changed the total cost of three (3) new style pants, three (3) new style shirts in each sleeve category, one (1) new style coat and one (1) new style hat for each employee. After the initial issue of the new style uniforms provided by the City, employees will assume the cost of all future purchases of the then new/current style uniform from their annual uniform/clothing allowance.

Section 6. Uniform/Clothing Allowance

Effective July 1, 2016, the clothing allowance was rolled into the salary schedule. Employees shall continue to be responsible for the purchase of required uniform items except as otherwise provided in this agreement.

ARTICLE 25 COMPENSATION

Section 1. Wages Effective on the dates indicated employees shall be paid in accordance with the following schedule:

Effective	<u>Sergeant</u>	<u>Lieutenant</u>	<u>Captain</u>
7/1/17 (2.5%)	\$79,347	\$93,369	\$109,917
7/1/18 (2.5%)	\$81,331	\$95,703	\$112,665
7/1/19 (2.5%)	\$83,364	\$98,096	\$115,482

Section 2. Compensation Practices An employee absent due to paid or unpaid sick leave, unpaid leave of absence or suspension for ninety (90) or more consecutive days shall not be entitled to any wage increases, increased benefit allowances or other increased contractual benefits during the period of such absence. Such employee will only receive said benefits upon returning to work, with no retroactive payments authorized for the period of such absence. This provision shall not apply to an employee on injured leave being paid pursuant to M.G.L., c. 41, s. 111F.

Section 3. Career Awards Program An employee hired prior to July 1, 1977, with the following requisite years of service shall receive compensation equal to a percentage of his/her annual base pay in weekly installments as follows:

<u>Years of Service</u>	<u>Sergeant</u>	<u>Lieutenant</u>	<u>Captain</u>
20 but not 25	9.39%	8.06 %	6.92%
25 or more	12.81%	10.99%	9.43%

Service hereunder shall commence with the date of permanent appointment to the Police Department and shall not include reserve time.

An employee who qualifies for Education Incentive Pay as well as Career Awards Pay shall receive the higher payment to which he/she is entitled, but not both.

Weekly payments hereunder shall be included in base pay for the purpose of computing overtime/court-time pay, sick pay, injured pay, holiday pay, vacation pay, or any other form of paid leave and is regular compensation for pension/retirement purposes. Career Awards payments will be determined by years of service computed as of September 1st of each year.

Section 4. Education Incentive Program Each eligible employee shall receive compensation for earned educational credits certified by the Massachusetts Board of Higher Education as of September 1st of each year, equal to a percentage of his/her annual base pay in weekly installments as follows:

<u>Education Level</u>	<u>Original Rates</u>	<u>Current Rates</u>
Associates Degree	15% of base pay	10% of base pay
Bachelor's Degree	20% of base pay	20% of base pay
Masters/Law Degree	30% of base pay	25% of base pay

It is the intent of this Section to guarantee 100% payment of Education Incentive pay benefits notwithstanding any subsequent legislation which might affect M.G.L., c. 41, s. 108L, or the City's reimbursement by the Commonwealth. If M.G.L., c. 41, s. 108L, shall be repealed or amended, 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 c. 41, s. 108L, had said statute 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.

Education Incentive pay shall be included in base pay for the purposes of computing overtime/court-time pay, sick pay, injured pay, holiday pay,

vacation pay, or any other form of paid leave and is regular compensation for pension/retirement purposes.

Section 5. Night Shift Differential Each employee assigned to a Night Shift schedule shall receive Night Shift Differential pay equal to a percentage of his/her base weekly pay as follows:

Sergeant	-	5.888%
Lieutenant	-	4.99%
Captain	-	4.229%

Night Shift Differential shall not be included in base pay for the purpose of computing overtime/court-time pay, but shall be included in base pay for the purposes of computing sick pay, injured pay, holiday pay, vacation pay, or any other form of paid leave and is regular compensation for pension/retirement purposes.

Section 6. Weekend Differential Each employee assigned to a Day Shift schedule and who regularly work on Saturday and Sunday, shall receive Weekend Differential pay equal to a percentage of his/her base weekly pay as follows:

Sergeant	-	3.36%
Lieutenant	-	2.852%
Captain	-	2.417%

Weekend Differential shall not be included in base pay for the purpose of computing overtime/court-time pay, but shall be included in base pay for the purposes of computing sick pay, injured pay, holiday pay, vacation pay, or any other form of paid leave and is regular compensation for pension/retirement purposes.

Section 7. Five (5) On/Two (2) Off - Day Shift Differential Each employee assigned to a five (5) on/two (2) off Day Shift schedule shall receive a pay differential equal to a percentage of his/her base weekly pay as follows:

Sergeant	-	1.18%
Lieutenant	-	1.00%
Captain	-	0.84%

Five (5) On/Two (2) Off Differential shall not be included in base pay for the purpose of computing overtime/court-time pay but shall be included in base pay for the purposes of computing sick pay, injured pay, holiday pay, vacation pay, or any other form of paid leave and is regular compensation for pension/retirement purposes.

Section 8. Master Superior Officer Differential Each employee with five (5) years or more service as a sworn member of the Cambridge Police Department, or each employee who hereafter completes five (5) years of such service, shall, commencing with his/her anniversary date, receive Master Superior Officer Differential equal to 3.168% of his/her base weekly pay.

Master Superior Officer Differential shall be payable in equal weekly installments and shall be included in base pay for the purpose of computing sick pay, injured pay, holiday pay, vacation pay, overtime/court-time pay, or any other form of paid leave, and shall be included in base pay for the purpose of computing Education Incentive pay or Career Awards pay, and is regular compensation for pension/retirement purposes.

Section 9. Hazardous Duty Pay Each employee shall receive a hazardous duty payment. Hazardous Duty Pay shall be included in base pay for the purpose of computing Education Incentive Pay or Career Awards Pay and is regular compensation for pension/retirement purposes. The Hazardous Duty payment shall be equal to a percentage of each employee's base annual pay as follows:

Sergeant	-	11.25%
Lieutenant	-	10.05%
Captain	-	4.709%

and shall be payable in twelve monthly installments on the third pay day of each month.

Section 10. Weapon Training Pay Each employee shall receive an annual weapons training payment payable in two (2) equal installments in January and July of each year equal to a percentage of an eligible officer's base weekly pay as follows:

Sergeant	-	3.43%
Lieutenant	-	2.90%
Captain	-	1.078%

Said payment is regular compensation for pension/retirement purposes and shall be included in base pay/annual salary for the computation of Education Incentive pay or Career Awards pay.

Weapons training pay shall not be paid to an employee who has been absent on paid or unpaid sick leave, unpaid leave of absence or suspension for ninety (90) or more consecutive days. An employee not working at the time such payment becomes due shall not be paid until he/she returns to work, and then only on a prorated basis for the time actually worked. An absence which overlaps a payment period shall be prorated proportionately for each such pay period. This provision shall not apply to an employee who is absent on injured leave and being paid pursuant to M.G.L., c. 41, s. 111F.

An employee must qualify with firearms to be entitled to weapons training pay. Weapons training pay will not be denied to an employee for whom no opportunity to qualify is provided by the Department.

Section 11. Emergency Medical Technician Differential Each employee certified as an Emergency Medical Technician (EMT) shall receive an annual payment, on the first payday in April of each year, equal to a percentage of his/her annual base pay as follows:

Sergeant	-	2.10%
Lieutenant	-	1.78%
Captain	-	1.51%

Each employee who becomes a newly certified Emergency Medical Technician shall receive a one-time cash bonus of one thousand two hundred fifty (\$1,250) dollars upon certification.

Emergency Medical Technician Differential is regular compensation for pension/retirement purposes. Each employee who receives EMT Differential shall be obligated to teach at In-Service Training.

Section 12. Detail Office Differential A Superior Officer shall be assigned to perform duties in the Detail Office and shall receive a pay differential equal to one (1) four (4) hour sergeant rate paid detail per week in lieu of his/her right to work paid details. This assignment may be in addition to other administrative duties, as assigned.

Detail Office Differential shall be included in base pay for the purpose of computing Career Awards pay or Education Incentive pay, overtime/court-time pay, sick pay, injured pay, holiday pay, vacation pay, or any other form of paid leave and is regular compensation for pension/retirement purposes.

The City agrees that any civilian employee hired to work in the Detail Office shall not have any decision-making authority concerning the deployment of police officers or the need for police officers at events or job sites.

Section 13. Shift Commander Differential

Patrol Lieutenants shall serve as Patrol Division Shift Commanders. If there is one lieutenant scheduled to work a shift and (s)he wishes to take that shift off, that lieutenant will be required to identify a lieutenant who is willing to fill the shift on an overtime basis. If no lieutenant is available to fill that shift on an overtime basis, the lieutenant scheduled to work cannot take that shift off. Should a Captain return to the Patrol Division, the parties shall reopen discussions concerning his/her eligibility for assignment as Shift Commander.

Whenever a Deputy Superintendent assigned to the Patrol Division is off-duty he/she shall designate a Lieutenant, as provided hereinabove, to serve as the Patrol Division Shift Commander in his/her absence. The Lieutenant so designated shall receive Shift Commander Differential pay of seventy (\$70) dollars per eight (8) hour shift.

Whenever a Deputy Superintendent assigned to the Patrol Division leaves work during his/her shift due to illness, family emergency or for any other reason, he/she shall designate a Lieutenant, as provided above, to serve as the Patrol Division Shift Commander. If the Lieutenant so designated serves in such capacity for less than a full eight (8) hour shift but for four (4) or more hours such Lieutenant shall receive Shift Commander Differential pay as if he/she had worked the full shift. If the Lieutenant so designated serves as Shift Commander for less than four (4) hours, he/she shall receive seven dollars and fifty cents (\$7.50) per hour for each hour or portion thereof that he/she serves in such capacity.

If a Lieutenant serving as the Patrol Division Shift Commander leaves work during his/her shift due to illness, family emergency, early relief due to court or for any other reason, he/she shall designate another Lieutenant, as provided above, to serve as the Shift Commander for the balance of such shift. In this instance only the Lieutenant who performed said duties for more than four (4) hours shall be eligible to receive Shift Commander Differential pay.

If a Lieutenant serving as the Patrol Division Shift Commander leaves work at the midway point of a shift due to his/her using one-half (1/2) vacation day, four (4) hours time owed or for any other reason, only he/she shall be eligible to receive Shift Commander Differential pay. The Lieutenant then designated as the Shift Commander for the balance of said shift shall not be eligible for the differential pay.

Shift Commander Differential shall not be included in base pay for any purpose, but is regular compensation for pension/retirement purposes.

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.

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 - \$5.00 per hour more than Patrol Officer;
- Lieutenant - \$7.00 per hour more than Patrol Officer;
- Captain - \$9.00 per hour more than Patrol Officer.

Effective July 1, 2018, the detail rate for a Sergeant will increase to \$7.50 more than a Patrol Officer and the detail rate for a Lieutenant will increase to \$10.50 more than a 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 4. Traffic Control Jurisdiction

- a. The City and 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.

- b. 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.

Notwithstanding paragraph a above, 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.

ARTICLE 27 PAYDAY

Section 1. Pay Day Each employee shall receive his/her regular weekly paycheck and a separate paid police detail paycheck, if any, on Thursday of each week.

Section 2. Direct Deposit Direct deposit shall be available to each employee for his/her regular weekly earnings and for his/her paid police detail earnings, if any, in the same manner provided to other City employees. Direct deposit may be rescinded by the City for an employee with absences of more than thirty (30) consecutive days.

ARTICLE 28 MEMBERS COPY OF AGREEMENT

The City shall provide each covered employee with a copy of this Agreement.

ARTICLE 29 DRUG/ALCOHOL TESTING POLICY

In a collaborative effort to maintain a work force 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 a 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 or a Police Superintendent, 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 administered by an employee of the Cambridge Police Department.

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 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 employee who refuses to submit to a drug/alcohol screening test, under this Agreement, shall be considered 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 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 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 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.

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.

ARTICLE 30 MISCELLANEOUS

Section 1. Supersession The provisions of this Agreement supersede any conflicting or inconsistent rule, regulation or order promulgated by the City Manager or the Police Commissioner. In the event any statute(s) relating to members of the Superior Officers Association 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 or more advantageous than those provided or set forth in any such statute(s), the provisions of this Agreement shall prevail.

Section 2. Continuation of Job Benefits/Practices/Conditions

Except as improved herein, all job benefits, practices and conditions uniformly enjoyed by 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 way of limitation, vacation leave and paid injured leave.

Section 3. T-Pass Subsidy The City shall provide a sixty (60%) percent subsidy of the cost of a monthly T-Pass, up to a maximum of thirty (\$30) dollars per month, for use by the employee only when purchased through payroll deduction.

Section 4. Performance Evaluations Superior Officers shall participate in conducting performance evaluations of their subordinates. The City shall have the right to implement an evaluation process of Superior Officer job performance. Such evaluations may be used for the purpose of counseling and/or development but not for the purpose of discipline or retirement, except that the underlying facts may be relied upon in such proceedings. The substance of an employee's individual evaluation shall be subject to grievance and arbitration only if the overall rating is below average. These evaluations shall not be factored as a component to the civil service examination process for promotions. The City Manager retains the right under M.G.L., c. 31, s. 27, to by-pass candidates for promotion after certification of a civil service eligibility list.

Section 5. Employee Parking at Robert W. Healy Public Safety Building:
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 of 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 6. Promotional Examinations The City and the Association agree that promotional examinations shall be conducted on a regular basis pursuant to the rules and procedures of the Commonwealth of Massachusetts Division of Human Resources.

Section 7. Supervisory Staff Training Sessions All employees are required to attend supervisory staff training sessions. An employee on a scheduled vacation, on sick/injured leave, on bereavement leave, in court, attending another approved training program or who had approval for time-off prior to the announcement of the staff training session shall not be required to attend the training session. The Department will provide employees with as much advance notice of a scheduled staff training session as possible. An employee may request to be excused from attending a staff training session for good cause. Any such request must be approved, in advance, by the employee's Commanding Officer and the respective Superintendent or Police Commissioner.

Each off-duty employee shall receive overtime compensation for attending a staff training session, as provided in Article 13 of this Agreement.

An employee required to attend a staff training session on a scheduled "short-day" may elect to be relieved two (2) hours early from his/her Last Half tour of duty. An employee who chooses this option will not receive overtime pay for the first two (2) hours of the training session. Such employee shall be deemed to be on "make-up" time for those first two (2) hours of the training session and shall only receive overtime pay for that period of time in excess of two (2) hours prior to the start of his/her regular First Half tour of duty.

Two (2) Superior Officers, designated by the Commanding Officer, from the Patrol Groups scheduled to work the Day Shift will not be required to attend the staff training session. They shall each work a regular eight (8) hour Day Shift tour of duty in order to provide the necessary supervisory coverage to the Patrol Division while the staff training session is in progress.

Two (2) Superior Officers, designated by the Commanding Officer, from the Patrol Groups scheduled to be on a "short-day" will not be required to attend the staff training session. They shall each report for work at their regular scheduled times and must work both eight (8) hour tours of duty in order to provide the necessary supervisory coverage to the Patrol Division during the early morning hours of the Last Half tour of duty and while the staff training session is in progress on the First Half tour of duty.

Discipline for the failure of an employee to attend a staff training session or for an employee reporting to such training session late shall remain the discretion of the Police Commissioner. The Association does not waive any rights to appeal any such discipline.

Section 8. Tuition Reimbursement The City shall establish a tuition reimbursement fund annually at the level of fifteen thousand (\$15,000) dollars. 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 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 1st of any year for covered costs incurred by him/her in the prior twelve (12) months.

The City shall reimburse eligible employees no later than September 30th 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 fifteen thousand dollars (\$15,000). If in any year the aggregate cost of all claims exceeds fifteen thousand dollars (\$15,000), 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.

Section 9. Shift Swaps Same rank employees assigned to the Patrol Division may, with the approval of a Deputy Superintendent, swap shifts that results in an employee performing a double shift or sixteen (16) consecutive hours. In exigent circumstances when a Deputy Superintendent is not available such swaps may be approved by the Shift Commander.

No employee may work more than sixteen (16) consecutive hours as a result of a swap, and no employee may work a paid detail in the eight (8) hours immediately preceding or following such sixteen (16) hour period of work. Any employee who works a swap in violation of this policy shall lose the right to swap in the future for the duration of a six (6) month period.

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

Section 10. 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 11. Driver Verification System Tracker (DVS).

The City intends to implement the Driver Verification System (DVS) through the Massachusetts Registry of Motor Vehicles which will provide the City with an automated notification when the status of an employee's driver's license changes. This system notification is not intended to alter any reporting requirement existing under current rules and regulations.

ARTICLE 31 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 meet immediately to negotiate for a satisfactory replacement for any such provision.

ARTICLE 32 DURATION & 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, 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, 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.

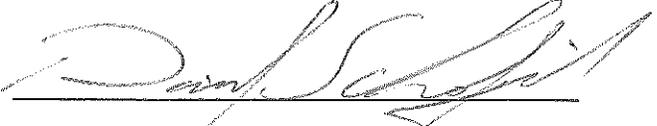
Witness our hands and seals this 20th day of February, 2019.

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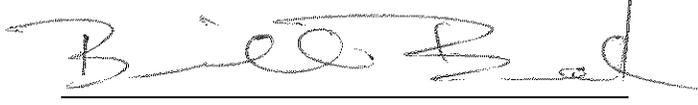
Louis A. DePasquale, City Manager



David Schofield, President



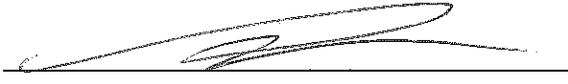
Branville Bard, Police Commissioner



Joseph Murphy, Vice President



Sheila Keady Rawson, Personnel Director



Casey McGrath, Secretary/Treasurer

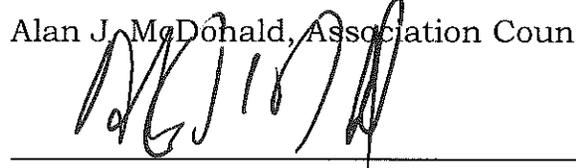


Approved as to Form



Nancy E. Glowa, City Solicitor

Alan J. McDonald, Association Counsel



APPENDIX-A

INVESTIGATION INTERVIEW PROCEDURE

These procedures are to be followed whenever a member of the Superior Officers Association is formally questioned relative to his/her own misconduct or the misconduct of others, whether the interrogation is pursuant to a citizen complaint investigation or a Departmental disciplinary investigation.

- (a) The interrogation is to be at a reasonable hour, preferably when an employee is on duty, unless the exigencies of the investigation dictate otherwise. If practicable, interrogations are to be scheduled for the daytime and an employee is to be reassigned to a Day tour of duty. No employee is to suffer loss of pay for time spent under interrogation.
- (b) The interrogation is to take place at a location designated by the investigating officer, ordinarily Police Headquarters.
- (c) An employee is to be informed of the name, rank, unit and agency of the Officer in Charge of the investigation, as well as the rank, name, unit and agency of the interrogating officer and of all persons present during an interrogation. If an employee is directed to leave his/her assignment and to report for an interrogation, such employee's Commanding Officer is to be informed immediately.
- (d) An employee is to be informed of the nature of the investigation before the interrogation commences, including the name of the complainant. The address of the complainant and/or any witnesses need not be disclosed; however, sufficient information to reasonably appraise such employee of the allegations is to be provided. A copy of the complaint is to be furnished to the employee. If it is known that an employee is to be interrogated as a witness only, such employee is to be so informed at the initial point of contact.
- (e) Questioning is not to be over long. Reasonable respites are to be allowed. Time for personal necessities, meals, telephone calls and rest periods as are reasonably necessary are to be allowed.
- (f) An employee is not to be subjected to any offensive language, nor is such employee to be threatened with a transfer, dismissal and/or other disciplinary punishment. No promises of reward are to be made as an inducement to answer questions.

- (g) The complete interrogation of an employee 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 an employee is under arrest, or is a suspect in, or a target of a criminal investigation, such employee is to be given his/her 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 an employee to consult with counsel or anyone else when questioned by a Superior Officer concerning his/her employment or matters relevant to his/her continued fitness for police service. Nevertheless the Department is to afford any such employee, if he/she so requests, an opportunity to consult with counsel before questioning concerning a serious violation of the Department's rules, regulations, procedures and/or policies, provided the interrogation is not unduly delayed. However, in such cases, the interrogation may not be postponed for the purpose of counsel past 10:00 a.m., of the day following the notification of interrogation. Counsel, if available, and a representative of the Cambridge Police Superior Officers Association may be present during the interrogation of an employee. Request for an opportunity to consult with Counsel in connection with minor violations (e.g., absent from post, etc.) is to be denied unless sufficient reasons are advanced.
- (j) In any case, the refusal of an employee to answer pertinent questions may result in disciplinary action.
- (k) If an employee claims that there have been violations of any provision of these Investigation Interview Procedures, such employee, either alone or in conjunction with the Superior Officers Association, may file a signed, written complaint with the Police Commissioner against the person committing the alleged violation. The Commissioner is to investigate such written complaint and is to hold a hearing on such complaint within ten (10) days of receipt. The complainant may be accompanied and/or represented by an Association representative at such hearing. Adequate notice of the time and place of such hearing is to be furnished to all interested parties. No party or witness who participates in any such hearing is to suffer a loss of leave or pay for time spent at such hearing nor reprisal on account of such participation.

- (l) The Commissioner is to render a final decision with respect to an employee's complaint within fifteen (15) days after the conclusion of such hearing. The Commissioner's decision is to be in writing and is to state with particularity, the considerations and reason in support thereto, and a statement of facts found. A copy of such decision is to be given forthwith to the employee and to the Association.

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

SIDE LETTER OF AGREEMENT

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.