

2004-2007

AGREEMENT

Trustees of Boston University

and

Boston University

Police Patrolmen's Association

ARTICLE 1

Parties, Recognition, Scope of Agreement

A. This Agreement is between the Trustees of Boston University, Boston, Massachusetts, hereafter called the "University" and the Boston University Police Patrolmen's Association, hereafter called the "Association."

B. The University recognizes the Association as the exclusive representative for all full-time Police Officers and Civilian Dispatchers employed by Boston University at its Charles River and Medical Campuses in Boston, Massachusetts, but excluding all other employees: service and maintenance employees, office clerical employees, professional employees, sergeants and all other supervisory personnel as defined by the National Labor Relations Board.

C. The term "employee" or "employees", as used hereinafter, shall apply only to those employees covered by this Agreement.

D. This Agreement does not cover or apply to students whom the University may employ at any time and from time to time to perform work of any type as a means of earning

part of their expenses while students at Boston University, and nothing in this Agreement shall restrict the type or amount of work which the University may allocate or assign to students.

E. The parties agree that the purposes of this Agreement are to promote a harmonious relationship between the University, the Association and the employees represented by the Union; to make clear the basic provisions upon which such relationship depends; to establish mutually satisfactory terms and conditions of employment and to prevent, as well as adjust, misunderstandings or grievances relating to employment.

ARTICLE 2 Union Security

A. It shall be a condition of employment that all employees covered by this Agreement who are not members of the Association on the effective date of this Agreement shall, on the 31st calendar day following the effective date of this Agreement, become and remain members in good standing in this Association and pay the uniform dues and initiation fees required by the Association or (2) agree to pay the uniform dues and initiation fees to the extent that such dues and fees relate to collective bargaining, contract administration, and grievance adjustment. It shall be the duty of the Association to inform all employees covered by this Agreement of the amount of such dues and fees that are necessary for performing the Association's duties and obligations of exclusive representation on matters of collective

bargaining, contract administration, and grievance adjustment with the employer and the procedure by which the employee may obtain a refund of past payments of dues or fees used to support activities not related to collective bargaining, contract administration, and grievance adjustment.

B. Upon written demand of the Association, the University shall promptly discharge any employee who fails to tender the periodic dues and initiation fees uniformly required to become and remain members in good standing of this Association.

C. Upon the Association's filing with the University written authorization executed by the employees covered herein, and in compliance with all applicable laws, the University shall deduct from the wages of such employees the applicable fees and dues as provided in Section A, above. Such deductions shall be forwarded to the Association no later than the first day of the following month. The Association shall provide to the University the uniform amount of such dues and fees applicable to Section A above.

D. Such written authorization shall be irrevocable for one (1) year from date of first deduction or upon termination of this Agreement, whichever is earlier. Employees may terminate dues deductions by giving the University written notice of dues termination fifteen (15) days prior to the effective date of such requests. Dues deduction will remain in effect, unless terminated by the employee as described above, as long as there is an Agreement between the University and the Association authorizing such deductions.

E. The University agrees to furnish the Association with a list of the names, home addresses, and job titles of all present employees covered by this Agreement. After the signing of this Agreement, the University agrees to furnish the Association with a list of the names, home addresses, and job titles of all newly hired employees covered by this Agreement. The University will transmit to the Association this information within five (5) days from the date an employee is hired.

F. The Association agrees to indemnify and save the University harmless against any and all claims, suits, or other forms of liability arising out of any action of the University under B. of this Article or out of the deduction of money for Association dues from an employee's pay. The Association assumes full responsibility for the disposition of the moneys so deducted once they have been turned over to the authorized Association official as designated by the President of the Boston University Police Patrolmen's Association.

ARTICLE 3

Rights of the Parties

A. The parties agree that the operation of Boston University, including the supervision of the employees and of their work, is the right of the University. Accordingly, the establishment of reasonable rules to assure orderly and effective work, the determination of

what, when and where duties will be performed, the right to lay off employees due to lack of work, the determination of an employee's competency, the hiring, transfer, promotion, demotion, layoff, discipline or discharge of employees for just cause, and working schedules, are rights of the University alone, subject to other provisions of this Agreement. The University shall not exercise these rights arbitrarily, capriciously or in bad faith.

B. It is agreed by the parties that during the term of this Agreement, or any renewal hereof, there shall be no strikes, slowdowns, work stoppages, lockouts, picketing, banners or advertisements, or any other form of interference or interruption with University operations, by or on behalf of the Association or the employees concerning any matters in dispute between the University and the Association or the employees or concerning any disputes or disagreements between any other persons (or other employees or Unions) who are not signatory parties to this Agreement. Any employee violating the foregoing provision is subject to disciplinary action, including discharge.

C. The University shall not refuse to bargain during the course of this Agreement about mandatory subjects of bargaining. The University will notify the Association of proposed changes in personnel policies affecting members of the bargaining unit before they become effective and agrees to discuss such changes with the Association before the changes are implemented.

D. The University will permit the Association to post notices on a bulletin board regarding matters of Association meetings and other legitimate business pertaining to employees covered by this Agreement. The bulletin board shall be designated by local management and shall be located in a place to which the bargaining unit employees have convenient access.

E. Management reserves the right to assign police officers to work as dispatchers during the transition period and in cases of emergency.

ARTICLE 4 Seniority Rights

A. Seniority shall be defined for the purpose of this Agreement as being the length of continuous regular full-time employment within the bargaining unit.

B. The University recognizes the principle of seniority for employees covered by this Agreement, and when qualifications such as ability, training, skill and other relevant qualities are considered equal by the University, the University will give preference in cases of promotion, transfer, shift assignments, layoff, and rehiring to employees with the longest service.

C. The seniority and employment rights of an employee shall be terminated if the employee (1) quits, (2) is discharged for cause, or (3) is laid off for a continuous period of six calendar months. An employee who is promoted out of the collective bargaining unit shall retain but not accumulate seniority. An employee who leaves the service and is rehired shall be considered as a new employee for purposes of seniority and other benefits provided in this Agreement. A promotion is defined as a higher-rated job having a higher rate of pay for purposes of this Article.

D. A seniority roster shall be maintained by the University and a copy posted at the place of employment. This list shall be kept up to date and the Association steward will be furnished a copy upon request. The roster shall show the name of the employee, title, date of hire and status (lay-off, leave of absence, promoted out of collective bargaining unit, etc.). Effective with signing of this contract, a roster will be established in accordance with the provisions of this Article. A posted roster will be subject to correction upon protest, provided such protest is made in writing within thirty (30) days of date roster is posted. Employees absent or on leave at the time the roster is posted shall have a period of at least thirty (30) days from the date of their return to file a protest.

E. The University agrees to post for five (5) business days (excluding weekends and holidays) all bargaining unit jobs, including new jobs. Any employee desiring to bid on posted jobs shall make an application in writing to the Chief of Police or his designee. Such

employees will be given first consideration as per B. above. However, the University in its sole discretion will fill openings with the best qualified persons as determined by the University as per B. above. Vacant shift assignments shall be posted within 10 business days following such openings.

F. New employees employed in the classification of Civilian Dispatchers shall be considered on probation for a period of six (6) months from the date of hire. Employees hired as Police Officers shall be considered on probation for a period of one (1) year from the date of hire as a Police Officer, however, time spent training at a police academy accredited by the Massachusetts Criminal Justice Training Council will not count toward the completion of the year's probation. Any difference of opinion between the University and the Association on the matter of discipline, suspension or discharge of any employee during the probationary period shall not be subjected to the grievance and arbitration procedure provided for herein, and the University shall be under no obligation to reemploy any employee who has been suspended or discharged under these conditions or to pay him/her back wages. These provisions shall also apply to any non-bargaining-unit employee who is transferred into this bargaining unit.

ARTICLE 5

Grievance Procedure

A. Grievances are defined as any dispute concerning the interpretation or application of the terms of this Agreement.

B. Any grievance shall be presented to the University in the following manner, and every effort shall be made by the Association and the University to secure a prompt disposition of such grievance.

STEP 1. If an employee believes he/she has a grievance involving a violation of this Agreement, he/she may discuss this with his/her immediate supervisor. If the employee desires, he/she may ask to be accompanied by the Association Steward. Such grievance shall be presented within seven (7) calendar days from the date on which the alleged infraction giving rise to the grievance occurred.

STEP 2. If a grievance is not satisfactorily settled by the employee's immediate supervisor, the Association Steward shall reduce the grievance into writing and present same to a representative designated by management no later than ten (10) calendar days after the violation was discussed in step 1. The designated management representative will schedule a meeting to discuss this grievance at the place of employment during regular business hours no later than ten (10) calendar days after receipt of the written grievance. The Association Steward, the grievant(s) and the designated management representative will attempt to resolve the grievance at this point. The designated management representative will render a written decision in either case within ten (10) calendar days following the step 2 grievance meeting.

STEP 3. If the grievance is not satisfactorily settled by the designated management representative, the Association Steward shall within ten (10) calendar days notify in writing the Department Head of the Office of Personnel that he/she wishes to have a conference to discuss said grievance. This STEP 3 grievance conference shall be held within ten (10) calendar days of receipt of the Association Steward's request. The Department Head of the Office of Personnel or his/her designee will render a written decision within ten (10) calendar days after said conference.

STEP 4. If the decision of the Department Head of the Office of Personnel or his/her designee is not satisfactory to the Association, the President of the Association must notify the Department Head of the Office of Personnel of the Association's desire to refer said grievance to arbitration. Such notice must be received not later than thirty (30) calendar days following the decision of the Department Head of the Office of Personnel or his/her designee.

C. The time limits contained in this Article may be extended by mutual agreement between the parties, and without precedent being established thereby; however, should any grievance not be resolved within ninety (90) days of step 1 said grievance may then, without prejudice, be submitted to arbitration.

D. For the purpose of processing grievances pursuant to this Article, the University agrees to recognize one (1) Shop Steward from each shift. The Association agrees to inform

the Department Head of the Office of Personnel and the Chief of Police in writing of the names of Shop Stewards and the shifts they represent, annually or wherever there is a change.

ARTICLE 6

Arbitration

A. The parties agree that the representatives of the University and the representatives of the Association shall use the offices of the American Arbitration Association as the vehicle to resolve arbitration matters. The Voluntary Labor Arbitration Rules of the American Arbitration Association shall govern the selection of an arbitrator and the procedure of any arbitration case(s) involving the parties to this Agreement.

B. A hearing of the dispute shall be set as soon as possible after the selection of an arbitrator. The decision and award of the arbitrator shall be rendered as soon as possible within the rules of the American Arbitration Association. Such decision and award, when rendered, shall become final and binding upon all parties.

C. The jurisdiction and power of the arbitrator shall be strictly limited to the application of the terms and provisions of this Agreement relative to the grievance matter submitted to him or her.

D. The expenses of arbitration shall be shared equally by the University and the Association. The arbitrator may determine questions as to the interpretation and application of terms of this Agreement, but he/she shall have no authority to add to, subtract from, modify, change or disregard any of the terms of this Agreement. The arbitrator shall not substitute his/her discretion for that of the University or the Association, and he/she shall not exercise any responsibility or function of the University or the Association. No matters involving employee health and safety and no questions involving the wage structure of the bargaining unit shall be considered subject to arbitration. No grievance arising before this Agreement is signed, or during the period between the termination of this Agreement and the effective date of a successor Agreement, if any, shall be arbitrated under this Article.

ARTICLE 7

Discipline

A. Employees may be subjected to disciplinary action for just cause, such as, but not limited to, matters of insubordination, poor attendance, and poor job performance. Disciplinary action in such matters may take the form of discharge, suspension from duty without pay, demotion, or written reprimand. It is the responsibility of management to insure that such discipline shall not be exercised in an arbitrary or discriminatory manner.

B. Management will notify an employee who is subject to discipline of the formal investigation of conduct within 5 business days of management's knowledge of the offense. Management will impose discipline within 20 calendar days after management has informed the employee. Exceptions to the above-mentioned time limits are when officers, and/or subjects of the investigation, victims, complainants, or witnesses are out of the immediate area or when the officer is the subject of an ongoing criminal investigation. The Association Steward and the Department Head of the Office of Personnel shall receive a copy of same.

ARTICLE 8

Hours of Work

A. Civilian Dispatchers

1) The normal, regular workweek shall consist of four (4) consecutive days of work followed by two (2) consecutive days off with days worked and days off rotating within the calendar week. Management will determine whether or not days off within the calendar week on any given shift will be rotated among the employees on that shift. The Union recognizes that operational requirements may necessitate exceptions to the normal pattern of assigned days worked and days off on any given shift.

2) A rotating four (4) days on, two (2) days off schedule produces a total annual work schedule of 2062.7 hours. In order to standardize the weekly paycheck, employees who work a full schedule shall be paid in 52 equal weekly installments of forty (40) hours pay. For the purposes of computing a regular day's pay for vacation pay, sick pay, holiday pay and compensatory time off for intersession, a day's pay shall be considered eight (8) hours (or 1/260th of a year). Partial days shall be prorated.

3) The schedule for each normal, regular, workday shall consist of an eight and one-half (8 1/2) hour shift. Employees are entitled to overtime pay at the rate of one and one-half (1 1/2) times their base hourly rate for time actually worked in excess of one eight and one-half (8 1/2) hour shift.

4) The workweek for purposes of determining weekly overtime pay begins at 12:01 a.m. Monday and continues to midnight the following Sunday for employees on the day

and evening shifts. For employees on the night shift, the workweek begins at 11:31 p.m. on Sunday and continues to 11:30 p.m. the following Sunday. Employees shall be paid one and one-half (1 1/2) times their regular rate of pay for time actually worked in excess of the normal workweek as defined above, except that paid sick leave hours will be treated as hours actually worked. If a holiday falls on an employee's scheduled workday and is not worked by the employee, the holiday shall be considered as having been worked for the purpose of computing overtime pay for hours worked in excess of the normal workweek.

B. Police Officers

1) The normal, regular workweek shall consist of four (4) consecutive days of work followed by two (2) consecutive days off with days worked and days off rotating within the calendar week. Management will determine whether or not days off within the calendar week on any given shift will be rotated among the employees on that shift. The Union recognizes that operational requirements may necessitate exceptions to the normal pattern of assigned days worked and days off on any given shift.

2) A rotating four (4) days on, two (2) days off schedule produces a total annual work schedule of 2062.7 hours. In order to standardize the weekly paycheck, employees who work a full schedule shall be paid in 52 equal weekly installments of forty (40) hours pay. For the purposes of computing a regular day's pay for vacation pay, sick pay, holiday pay and

compensatory time off for intersession, a day's pay shall be considered eight (8) hours (or 1/260th of a year). Partial days shall be prorated.

3) The schedule for each normal, regular, workday shall consist of an eight and one-half (8 1/2) hour shift. Employees are entitled to overtime pay at the rate of one and one-half (1 1/2) times their base hourly rate for time actually worked in excess of one eight and one-half (8 1/2) hour shift.

4) The workweek for purposes of determining weekly overtime pay begins at 12:01 a.m. Monday and continues to midnight the following Sunday for employees on the day and evening shifts. For employees on the night shift, the workweek begins at 11:31 p.m. on Sunday and continues to 11:30 p.m. the following Sunday. Employees shall be paid one and one-half

(1 1/2) times their regular rate of pay for time actually worked in excess of the normal workweek as defined above, except that paid sick leave hours will be treated as hours actually worked. If a holiday falls on an employee's scheduled workday and is not worked by the employee, the holiday shall be considered as having been worked for the purpose of computing overtime pay for hours worked in excess of the normal workweek.

C. All Employees

- 1) When an employee is assigned to work on the holiday schedule designated in this Agreement said employee will receive time and one-half (1 1/2) his/her regular base rate for hours actually worked on that holiday.
- 2) Overtime payments shall not be pyramided or duplicated.
- 3) Insofar as possible, the University will give employees forty-eight (48) hours' notice when overtime work is required except in case of an emergency.
- 4) Overtime work will be distributed as equitably as practicable, among qualified employees doing similar work, based upon overtime hours worked and/or rejected by each employee. For this purpose, local management will maintain and post a record of hours worked and/or rejected by individual employees. Overtime work involving court appearances will not be counted in determining whether such overtime work is equitably distributed.
- 5) The University reserves the right to require employees to work outside their regular schedule in any situation where management has determined that the employees needed for such work are not readily available on a voluntary basis. Such employees will be chosen in inverse order of seniority. Refusal to work such assignments without good reason will be cause for disciplinary action.
- 6) Employees who work overtime outside the regular workday shall be paid for overtime rounded up to the nearest half hour.

ARTICLE 9
Shift Differential

An employee who is regularly assigned to an evening shift shall receive the adjusted rate for the shift (i.e., base rate plus 4% or \$.65 whichever is greater). An employee who is regularly assigned to work the night shift shall receive the adjusted rate for the shift (i.e., base rate plus 5% or \$.75 whichever is greater). The new rates shall go into effect as soon as practicable, following ratification of this agreement.

An employee's adjusted base rate will be used to compute overtime earnings.

ARTICLE 10
Emergency Call-In Pay

A. An "emergency call-in" as used in this Article shall mean that in a situation where an employee is summoned from his/her home, he/she reports in and completes the emergency work assigned.

B. In cases of an emergency call-in, an employee shall receive a minimum of four (4) hours' pay at his/her regular base hourly rate.

C. There shall be no pyramiding of overtime with emergency and/or hazardous duty pay.

ARTICLE 11

Personal Leave of Absence

A. The University will consider requests for personal leaves of absence without pay beyond those necessitated by personal illness, disability, or military service.

B. All such requests shall be submitted in writing to the immediate supervisor.

C. Up to two (2) employee Association representatives will, upon written request, be granted time off without pay for the purpose of appearing at arbitration hearings. Employee Association representatives will also be given time off to attend contract negotiations. Pay for such time will be at the sole discretion of the University.

ARTICLE 12

Holidays

A. The following are the recognized holidays of the University for which an eligible employee covered by this Agreement shall receive holiday pay:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Washington's Birthday	Veterans' Day
Patriots' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

The dates on which the above holidays will be observed will be the dates published annually in the University's Schedule of Holidays for non-represented faculty and staff.

B. To be eligible for holiday pay, employees must work the full scheduled workdays immediately before and after the holiday. However, if the employee's supervisor authorizes the employee to be on leave without pay, or if the employee is on paid sick leave on the working days prior to or after the holiday, the employee shall be paid for the holiday.

C. If the employee works on a holiday designated above, he/she shall be paid, in addition to his/her regular compensation for that day, at the rate of time-and-one-half (1 1/2) his/her regular hourly rate for each hour actually worked.

D. An employee whose shift commences on a holiday shall be considered to be entitled to holiday pay.

E. The period between Christmas and New Year's Day will continue to be observed as time off with pay whenever a University-wide intersession is declared. An employee who is required to work during such periods will be granted one (1) day of compensatory time off for each day worked. Partial days will be prorated. There shall be no carryover of compensatory time from one year to another.

F. When any of the above-mentioned holidays occur during an employee's vacation period, said holiday shall not be counted as a day of vacation.

G. There shall be no duplication or pyramiding of holiday and overtime pay rates.

ARTICLE 13

Vacations

Employees shall be entitled to vacation upon the following terms, conditions, and definitions:

A. A vacation day's pay is at the employee's regular base hourly rate at the time vacation begins.

B. Each employee who has been employed by the University on a regular full-time, continuous, consecutive basis and is still so employed at the time the vacation starts, shall receive a vacation in accordance with the following schedule:

- 1) Less than 3 months of service -- no vacation.
- 2) 3 months but less than 12 months -- $\frac{2}{3}$ of a day for each full month of service.
- 3) At least 12 months of service, but less than 24 months -- 10 days vacation.
- 4) At least 24 months of service, but less than 120 months -- 15 days vacation.
- 5) 120 months or more of service -- 20 days vacation.

The above provisions do not apply for those employees who have a basic short working year (e.g., less than 52 weeks).

C. The vacation schedule shall be arranged between the University and the employee, and so far as possible shall be granted at the time most desirable to the employee, but the final

right of allocation is reserved to the University to insure the orderly continuity of operations. In the event that two or more employees shall claim the same vacation period, seniority shall prevail. Employees may request to use a single vacation, compensatory, furlough, or personal day up to the start of their shift. However, such requests are subject to approval of Management.

D. Vacations must be taken no later than the end of each calendar year in which they fall due, except that employees may accrue vacation days to a maximum of the number of days that they would earn over a two (2) year period of employment at their accrual rate (i.e. employees who earn 10 vacation days per year may accumulate up to 20 vacation days, employees who earn 15 days per year may accumulate up to 30 days, and employees who earn 20 days per year may accumulate up to 40 days).

E. No vacation will be taken by any employee prior to its having been earned by the employee consistent with the above schedule. Vacations may not be taken in increments of less than one (1) full day.

F. When a holiday (as listed in Article 12) falls during an employee's vacation period, the employee will receive one (1) additional paid vacation day to be taken at a time mutually agreeable to the employee and the University, or a day's pay in lieu of the additional day off, at the option of the University.

G. An employee who is laid off, or any employee entering military service, shall be entitled to any vacation time earned but not used as per the above schedule through the month in which termination occurs. The month in which separation occurs will not count for vacation purposes if termination occurs prior to the 15th of the month. Termination occurring on and subsequent to the 15th of the month will count for vacation purposes.

H. An employee who quits and gives the University two weeks' notice will be paid unused vacation time on a prorated basis.

ARTICLE 14

Sick Leave

A. Employees shall be entitled to sick leave as follows:

1) Less than 12 months of service -- 1/2 day of sick leave for each full month of employment.

2) 12 months or more of service -- 1 day's sick leave for each full month of employment completed after the employee's first 12 months of employment. Sick leave shall be cumulative from year to year to a maximum of one-hundred-twenty (120) working days.

B. An employee with five (5) years or more of continuous service who has exhausted his/her sick leave as described above may have sick leave at 50% of his/her basic week's pay, at the rate of one (1) week of sick leave for each year of continuous service in excess of five (5) years, but this additional sick leave shall not exceed seven (7) weeks.

C. Employees who incur job-related illness or injury shall promptly file a written report of such illness or injury with their supervisor or department head. An employee who is injured on the job and is sent home or to a medical facility shall receive pay at the applicable hourly rate for the balance of the regular shift on that day. Time lost by Civilian Dispatchers during statutory waiting periods in which no Massachusetts Worker's Compensation weekly disability

benefits are permissible may be paid for from accrued sick leave. If a Police Officer is injured on duty, time lost during the five (5) day statutory waiting period will be paid in full by the University. Time lost after statutory waiting periods have been satisfied shall be paid for as provided under the Massachusetts Worker's Compensation Laws.

Civilian Dispatchers may elect to use accrued sick leave to supplement Worker's Compensation weekly disability benefits to the extent that total pay received does not exceed their regular pay.

D. The University will provide additional insurance coverage to supplement Workers' Compensation benefits for Police Officers who are injured on duty. This insurance will provide an additional benefit equal to 30% of the Officer's base weekly pay. The maximum duration of this benefit will be ten (10) years from the date of injury if injury occurs at age 55 or less. If injury occurs between age 55 and 60, the maximum duration of this benefit will be to age 65. If injury occurs after age 60, benefit will be provided for a maximum of five (5) years.

E. The University will continue to pay its share of the cost of health insurance and group life insurance during job-related disability periods for up to a maximum of six (6) months.

F. Upon termination of employment for any reason, an employee shall not be entitled to compensation for unused sick leave.

G. In order to be entitled to paid sick leave, an employee must notify his/her supervisor on or before the first day of absence due to illness. The University reserves the right to require a doctor's certificate in case of absence due to illness and the right to require examination of the employee by a physician(s) as designated by the University. Such rights will not be exercised unless an employee's overall record of paid sick leave days claimed indicates a pattern of abuse or the employee has been absent from work due to illness for three (3) or more consecutive days.

With prior approval of the appropriate department head, and upon completion of six (6) continuous months of employment, an employee may borrow up to six (6) days' sick leave (but not in fractional days) in any twelve (12) month period. An employee who borrows sick leave is not thereafter eligible to use any sick leave until the loan is repaid. Upon termination of employment, borrowed sick leave will be deducted from any final paycheck.

H. Additional hours of sick leave will be added to each employee's sick leave accrual; up to the maximum of one-hundred-and-twenty (120) days on his/her hire anniversary date based upon the following schedule:

	Yearly Sick Leave	Additional Sick Leave
<u>Usage</u>		<u>Accrual</u>
None		2 days

1 day	1-1/2 days
2 days	1 day
3 or 4 days	1/2 day
5 or more days	None

The above schedule is based upon a twelve (12) month work year; for other schedules, accruals will be prorated.

I. When an employee has exhausted the paid sick leave to which he/she is entitled under this Article, he/she may request an unpaid leave of absence for illness not in excess of six (6) months, and such leave of absence, if granted, shall not affect the employee's seniority rights or vacation rights under this Agreement, provided the employee notifies his/her supervisor every two (2) weeks or at such intervals as the supervisor may agree upon with an individual employee, that such employee is still on leave of absence for illness. Absence for illness in excess of six (6) months in addition to the paid sick leave to which an employee is entitled under this Article, or failure of the employee to comply with the provisions of this Article as stated above, shall terminate the employment of such employee. The University in its discretion may consent to an unpaid leave of absence in excess of six (6) months. Sick leave shall be counted for purposes of computing overtime.

ARTICLE 15
Short-Term Disability

After three (3) years of service employees covered by this Agreement will be eligible for short-term disability benefits which bridge the gap between the sixtieth (60th) calendar day of disability and the start of the University's long-term disability program which commences after six (6) months of continuous disability.

In order to qualify for these benefits, the employee must have an examination by a physician approved or selected by the University within two weeks prior to eligibility. The benefits are available only if such physician certifies that the employee is unable, by reason of sickness or bodily injury, to engage in any occupation for which the employee is reasonably fitted by education, training or experience. Disabilities which are specifically excluded under the University's long-term disability insurance plan are not covered by these benefits.

Subject to the above provisions, short-term disability payments will commence on the sixtieth (60th) calendar day of disability or when all accrued sick leave has been used, whichever is later, and will continue until the long-term disability plan begins.

Benefits are payable at the rate of sixty (60) percent of the regular weekly wage rate the employee was receiving immediately prior to the onset of the disability. The minimum payment is \$175 per week, and the maximum payment is \$450 per week.

Benefits under this section will be reduced as a result of payments from any other program paid for in part or in full by the University, such as Workers' Compensation.

Benefits are not payable if the employee was not on active status with pay at the onset of the disability.

Benefits under this section shall not be cumulative or transferable.

ARTICLE 16

Sympathetic Leave

A. Employees covered by this Agreement shall be allowed time off with pay during the three (3) consecutive calendar days following the date of death of a member of an employee's immediate family. This is applicable only in cases where an employee has been scheduled to work that shift.

B. The term "immediate family" is defined as spouse, child, parent, parent-in-law, sister-in-law, brother-in-law, grandparent, brother or sister, or other blood relative residing with the employee.

C. Requests for additional reasonable time off with pay under this Article may be allowed in extraordinary circumstances.

D. Management has the right to require the employee to provide the name and relationship of the deceased involved and the amount of time off involved.

ARTICLE 17

Jury Duty

An employee called to serve jury duty will be paid the difference between his/her regular base hourly rate up to eight (8) hours per day and/or forty (40) hours per week and the amount paid to him/her by the court, provided he/she was hired and commenced work before receiving notice of such duty. In order to receive such pay, the employee must furnish his/her supervisor with evidence from the court of such duty and the amount paid to him/her by the court.

ARTICLE 18
Uniforms and Equipment

The University agrees to the following policy regarding the uniforms and equipment to be issued to employees, as well as the replacements and maintenance thereof:

A. Upon hire and during an employee's probationary period, said employee shall be furnished, by the University, with all the required equipment and clothing necessary for the safe performance of his/her duty.

B. Employees are expected to exercise reasonable judgment in the care and maintenance of clothing and equipment issued to them.

C. The University agrees to replace worn or damaged clothing and equipment, as needed, with a recommendation of management.

D. The University will provide for cleaning, laundering and the necessary repair of all clothing and equipment furnished employees at the full and total expense of the University. Detectives' clothing will be cleaned and laundered as determined by Management.

E. Clothing and equipment which is lost, stolen, or damaged, primarily due to employee negligence, will be paid for by the employee at the replacement cost to the University.

F. Any police officer hired on or after the execution of this agreement who voluntarily terminates employment with Boston University prior to completion of one year of service, shall reimburse the University for expenses of training, uniforms, and equipment.

G. Upon termination of employment, all employees are responsible for returning all uniforms and equipment. Failure to do so could necessitate the University to deduct from said employees' last paycheck a comparable compensatory amount of moneys.

H. The parties agree to form a Uniform Committee comprised of two representatives from Management and two representatives from the Association. The committee may make recommendations to the Chief of Police, who will, at his discretion, decide to accept the recommendations.

ARTICLE 19

Health and Welfare

A. All fringe benefits programs now in effect for the employees covered by this Agreement will be continued in effect under terms and conditions comparable to those in effect as of the effective date of this Agreement.

B. The University will offer coverage under the following plans:
Blue Cross/Blue Shield Blue Choice New England

Blue Cross/Blue Shield Network Blue New England

Bostonia Advantage

PPO

Boston Medical Center Preferred

Blue Cross/Blue Shield Comprehensive Major Medical (only for employees enrolled in this plan as of May 1, 2000)

A new Tufts Health Plan Premium (effective one month following ratification of the agreement)

The University will maintain this coverage for the term of this Agreement. Employees may elect to be covered by only one (1) of these plans.

The University and any employee electing coverage will share the contributions required for coverage under these plans as the contributions come due, and the respective shares will be dollar amounts fixed as follows: the University's contribution toward the cost of the Blue Choice New England, Network Blue, Bostonia Advantage and Comprehensive Major Medical health plans will be sixty-six (66) percent of the cost of the plan elected by the employee, and the employee's contribution will be the dollar amount equal to thirty-four (34) percent of the cost of the plan elected by the employee. The University's contribution toward the cost of the Boston Medical Center Preferred and the Tufts Health Plan Premium will be seventy-five (75) percent of the cost of the plan elected by the employee and the employee will contribute twenty-five (25) percent of the cost of the plan elected by the employee.

Election of such a plan must be made upon initial employment or at such time as open enrollment is made available by the University.

C. Bargaining unit employees are eligible to participate in the Boston University Dental Health Plan. The eligibility, benefits, and contributions for both the University and the employee are described in the summary plan description.

D. The University will provide each Police Officer with a \$200,000 death benefit under terms similar to the benefit provided to public safety employees by the Commonwealth of Massachusetts, to be effective as soon as practicable following ratification.

ARTICLE 20

Miscellaneous

A. The University and the Association agree that the health and safety of all its employees shall be protected. The University will provide employees covered by this Agreement with adequate locker rooms, toilet and washroom facilities, which shall be heated, ventilated and lighted, and kept in clean, dry and sanitary condition.

B. The University shall protect each employee with Worker's Compensation Insurance and will further insure its automotive vehicles for public liability, personal injury and property damage at no expense to the employees who are required to use them in the performance of their duties on the premises of the University or at the direction of the University.

C. The University shall provide communication devices to those employees who are required to use them in the performance of their duties.

D. Police officers who work special details on events shall be paid at the rate of \$31.00 per hour effective June 28, 2004. Effective July 4, 2005, the detail rate shall be \$32.00 per hour. Effective July 3, 2006, the detail rate shall be \$33.00 per hour.

E. The University will, from time to time, require employees to participate in training programs. Time spent in attending required training sessions will be counted as time worked.

F. An employee shall have the right to examine, by appointment, and obtain a single copy of any materials in his/her personnel file kept in the Office of Personnel, except confidential communications to members of management.

G. The University has comprehensive general liability and malpractice insurance policies which provide coverage for employees in this bargaining unit for actions taken within the scope of their employment. The University will defend and indemnify employees for actions taken within the scope of their assigned duties and responsibilities, while on duty.

H. Employees with at least one (1) year of service are entitled to one (1) day of paid personal leave per contract year. In addition, employees may convert one bonus day per calendar year earned under the sick leave incentive program to a personal day and one earned sick day to a personal day. An employee must request such day off at least one (1) day in advance, except in emergencies. An employee must use any personal day(s) within one year of its being credited. There shall be no carryover of personal days from one year to another.

I. Nothing in this Agreement or in past practice shall restrict the University's right to assign Police Officers to single-officer patrols, either on foot or in a vehicle.

J. The University agrees to provide the same Family and Medical Leave benefits as are provided to other full-time, non-represented, non-exempt employees. If these benefits are changed, the University will notify the Association before the effective date that the changes are being implemented for employees covered by this Agreement.

K. The University shall pay renewal fees for Firearms Licenses & EMT Re-certification.

ARTICLE 21

Classification and Wages

A. Two separate job classifications have been established: 1) Police Officer and (2) Civilian Dispatcher. Within the classification of Police Officer six (6) ranks are established: Police Officer Trainee, Police Officer I, Police Officer II, Police Officer III, Police Officer IV, and Police Officer V. Within the classification of Civilian Dispatcher there are three (3) ranks: Civilian Dispatcher I, Civilian Dispatcher II, and Senior Civilian Dispatcher.

All new employees hired into the Police Officer classification on or after the effective date of this Agreement will start at the rank of Police Officer Trainee or Police

Officer I and will advance to the higher ranks within that classification only upon satisfying the requirements established for each rank, as indicated in Appendix A. The University's decisions on placement and/or advancement through the ranks of the Police Officer classification in Appendix A are not subject to the arbitration procedure of this Agreement.

Present employees who are placed into the Police Officer classification will be eligible for placement in or advancement to a given rank within that classification upon satisfying the requirements established for each rank, as indicated in Appendix A. The University's decisions on placement and/or advancement through the ranks of the Police Officer classification in Appendix A are not subject to the arbitration procedure of this Agreement.

B. The following schedule of basic hourly wage rates shall apply for each classification during the term of this Agreement:

<u>Classification</u>	<u>Effective Dates</u>		
	<u>6/28/04</u>	<u>7/4/05</u>	<u>7/3/06</u>
	Per Hour	Per Hour	Per Hour
	Per Week	Per Week	Per Week
Police Officer Trainee	\$15.79	\$16.30	\$16.79
	\$631.60	\$652.00	\$671.60

Police Officer I	\$17.60 \$704.00	\$18.18 \$727.20	\$18.72 \$748.80
Police Officer II	\$18.81 \$752.40	\$19.42 \$776.80	\$20.01 \$800.40
Police Officer III	\$19.83 \$793.20	\$20.48 \$819.20	\$21.09 \$843.60
Police Officer IV	\$21.18 \$847.20	\$21.86 \$874.40	\$22.52 \$900.80
Police Officer V	\$23.33 \$933.20	\$24.09 \$963.60	\$24.82 \$992.80
Civilian Dispatcher I	\$13.79 \$551.60	\$14.24 \$569.60	\$14.67 \$586.80
Civilian Dispatcher II	\$14.31 \$572.40	\$14.78 \$591.20	\$15.22 \$608.80
Senior Civilian Dispatcher	\$16.39 \$655.60	\$16.92 \$676.80	\$17.43 \$697.20

C. Non-probationary employees may be granted additional performance increases at the sole discretion of the University. These pay increases will be awarded for special meritorious performance. For all Police Officers, excepting those in the rank of Police Officer V, such increases could be up to one-half of the distance of the pay rate of the employee's next highest rank. No provisions of this Agreement shall restrict the University in its right to grant or deny such performance increases, nor shall any University decision as to this matter be subject to the Agreement's grievance and arbitration provisions. The University will notify the Association of performance increases granted.

D. In recognition of the additional training and duties performed by employees who are certified Emergency Medical Technicians, effective July 1, 2001, the University will pay employees who secure and maintain certification as Emergency Medical Technicians \$1,000.00 per year in twelve (12) monthly payments.

E. Police Officer IIs, IIIs, IVs, or Vs, while assigned by Management as Detectives, will be paid a premium of \$1.00 per hour or 5% of their base hourly rate of pay, whichever is greater. Such premium shall be included in the base hourly rate of pay for the purposes of computing retirement contributions and overtime compensation.

F. Police Officers, while assigned by management as inservice training instructors, will be paid a premium of \$1,000.00 per year, payable in equal monthly installments while so

assigned. Civilian Dispatchers, while assigned by management to train new dispatchers, will be paid a premium of \$250.00 per year, payable in equal installments while so assigned.

ARTICLE 22

Pension Plan

The University will maintain for members of the bargaining unit the level of benefits and contributions in effect on the effective date of this Agreement, provided in the Boston University Retirement Plan which became effective for employees on January 1, 1987. The employees in the bargaining unit will continue to contribute at the rates in effect on that date.

ARTICLE 23
Subcontracting

The University reserves exclusively to itself the right to contract with any outside agency for goods and services it may deem necessary to insure its successful operation. The determination when outside contracting is necessary shall be made solely by the University.

ARTICLE 24
No Discrimination

The University and the Association agree that no person employed or applying for employment shall be discriminated against, except as permitted by Federal or State law, because of race, color, religion, sex, national origin, marital/parental status, union status or non-union status, veteran status, disability, or age.

Nothing contained herein shall prevent the employer from complying with the requirements of the Americans with Disabilities Act.

ARTICLE 25

Hazard Pay

Employees assigned to and working directly in a hazardous situation as declared by management, shall be paid \$6.00 per hour for all hours actually worked in a hazardous situation in addition to their base hourly rate.

Hazardous situations shall be determined at the sole discretion of the University, and its decision is not a subject for grievance under Article 5 (Grievance Procedure). Hazard Pay will not be duplicated or pyramided for any reason.

Any employee who is injured while assigned to and working directly in a hazardous situation, and is not able to work based on the written recommendation of a physician he/she has consulted, will receive a maximum of five (5) days' pay (maximum of 8 hours per day) at his/her regular base hourly rate. This five (5) day period is the first five (5) days of absence from the time of injury. Such time off with pay will not be charged to Sick Leave. The University reserves the right to require a certificate from the physician consulted by the employee showing that the employee is unable to work. The University may require the employee to submit to further examinations by such physicians as it selects.

If it is determined that an employee is entitled to Worker's Compensation weekly disability benefits, such pay will be used to supplement such benefits, but only to the extent that total pay received does not exceed his/her regular pay.

ARTICLE 26

Physical Fitness and Medical Examinations

A. Medical Examinations

Each employee in the bargaining unit is required to furnish, within thirty (30) days of the signing of this Agreement, and annually thereafter, a certificate signed by a qualified physician indicating whether or not the employee has any physical or medical condition which may limit his/her ability to perform the duties of his/her job classification, as defined by the University, safely and effectively. In the case of employees in the Police Officer job classification, the certificate should also indicate any physical or medical condition which may limit his/her ability to participate in the physical fitness program described below. Such medical examinations will be conducted by a physician designated by the University and the costs of the examination will be paid by the University. An employee may request that such medical examination be conducted by an alternate physician of his/her choice. Such alternate examination will be acceptable to the University, provided that the alternate physician conducts the same medical examination as that conducted by the University-designated physicians, and that such alternate physician has been approved in advance by the University. Such approval will not be arbitrarily denied. In the event that an alternate physician is employed for such examination, the entire cost will be paid by the employee.

In the event that an employee is determined to have a physical or medical condition which indicates that he/she will be unable to perform the duties of his/her job classification safely and effectively, the employee may elect to obtain a second medical examination. The cost of such second examination shall be paid by the employee. If the findings of the second examination are substantively different from those of the first examination, then the employee shall be examined by a third physician acceptable to the Association and the University. The opinion of such third physician shall be binding upon all parties. The fee for the third physician shall be shared equally by the University and the Association.

Nothing in this Article shall be deemed to abridge the right of the University to require an employee to submit to medical examination(s) by a physician or physicians designated by the University if in the judgment of management an employee's condition or behavior suggests that such examination(s) is/are appropriate for the protection of the employee and/or the University community. Such right will not be exercised arbitrarily. Any such examination(s) shall be conducted at the expense of the University.

B. Physical Fitness

The Association and the University reaffirm their agreement to have all police officers meet and maintain a level of physical fitness which will enable them to perform the duties of their job classification, as defined by the University, safely and effectively. We also reaffirm our agreement that all police officers shall participate in the physical fitness program

defined below. While implementation of the physical fitness program during the 1984-86 Agreement has resulted in a significant improvement in the overall level of physical fitness of the Boston University police force, it is also recognized that a few individual police officers have not yet attained a satisfactory level of physical fitness and that the fitness program cannot be considered completely successful until every police officer has attained, and thereafter maintained, a satisfactory level of physical fitness.

1) To determine each officer's current state of physical fitness and capabilities for participation in the physical fitness program, each officer shall:

a) Complete a University-prescribed personal health history questionnaire.

b) Undergo a University-prescribed physical examination by a University-designated physician or by an alternate physician under the procedure outlined in Section A. above.

c) Take a physical stress test in a University-designated facility or, at the election of the officer, an equivalent stress test may be taken at an alternate facility, if approved in advance by the University. Such approval will not be arbitrarily denied. An officer who elects to be tested at an alternate facility will be responsible for all costs related to such examination.

d) Undergo a nutritional evaluation by a University-designated nutritionist or undergo an equivalent evaluation by an alternate nutritionist approved in advance by the

University. Such approval will not be arbitrarily denied. An officer who elects to undergo evaluation by an alternate nutritionist will be responsible for all costs related to such evaluation.

e) The results obtained in steps a) through d), above, will be documented and forwarded to the University's Physical Fitness Coordinator. The Coordinator will review these results with each officer, individually, and will furnish each officer with a copy of the documents, retaining the original documents in his/her files. Such documents will be confidential between the Coordinator and the officer, except that in the event the results reveal a condition that puts the officer at risk, or is relevant to an officer's ability to perform the duties of the police officer's job classification safely and effectively, the results pertaining to such condition may be made available by the Coordinator to responsible management and Association officials on a need-to-know basis.

2) In order to safeguard the health and safety of police officers participating in the Physical Fitness Program, the Coordinator may also require the repetition of one or more of the steps described in paragraph 1) a, 1) b, 1) c, or 1) d above. The repetition of item 1) c (physical stress test) will be undertaken only on the advice of a University-designated or approved alternate physician. The Coordinator will develop an individualized physical fitness program for each officer. Each officer's program will specify physical fitness goals, a target date for meeting each goal, and an exercise program, nutritional program, and other relevant activities

which will be followed to assist the officer in meeting his/her fitness goals. It will be developed by the Coordinator after consultation with the officer. To the extent possible, each officer's program should be mutually agreed upon prior to its implementation. In cases where there is disagreement between the officer and the Coordinator regarding an officer's fitness program, the decision of the Coordinator will be final. Each officer's program will be developed and implemented in phases and will contain as much detail as the Coordinator, after consultation with the officer, believes is necessary. Each phase of the program will be reduced to writing and will be signed, at the start of each phase, by the Coordinator and the officer. If an officer is not in agreement with any aspect of his/her program, he/she should specify, in writing to the Coordinator, those disagreements at the time the Coordinator and the officer sign off on each phase of the officer's program.

3) Time spent by any officer outside of regular work hours in taking the physical examination, taking the physical stress test, and in conferences scheduled by the nutritionist and the University's Physical Fitness Coordinator shall be considered as time worked. Time spent on exercising outside of regular work hours shall not be considered as time worked.

4) Each officer's progress in his/her program shall be periodically reviewed with the officer by the Coordinator, and appropriate adjustments will be made as necessary. If an officer is not making satisfactory progress in his/her program, the Coordinator will, after

consultation with the officer, assess the reason(s) for the officer's lack of satisfactory progress and will make written recommendations to the officer for corrective action(s).

a) An officer who is unable to progress at a normal rate in his/her fitness program due to a "temporary" (i.e., not expected to exceed 60 days) physical or medical condition will have his/her program appropriately adjusted.

b) An officer who will be unable to achieve a satisfactory level of fitness due to a physical or medical condition, not within his/her control, will be reassigned to a limited duty police officer position for which he/she is qualified if a vacancy exists. If no such vacancy exists, the University will make efforts to place the officer in another University position of comparable pay and status for which he/she is qualified. If such efforts are not successful, the officer may be terminated.

c) An officer who fails to make satisfactory progress under the program without good cause may be disciplined up to and including termination.

5) Twelve (12) months after the effective date of this Agreement, the Coordinator will conduct an evaluation of this fitness program. Such evaluation will include an appraisal of the level of fitness attained by each officer. The Coordinator will submit a written report of this evaluation to the University's Department Head for the Office of Personnel, with copies to the President of the Association and the Joint Labor-Management Committee, not later than

fifteen (15) days after the end of the twelve (12) month period. This report will not reveal the specific medical problems of any officer.

ARTICLE 27

Joint Labor-Management Committee

For the term of this Agreement, the parties agree to establish a Joint Labor-Management Committee for the purpose of establishing a regular forum for discussion, review, and possible solution of issues of general concern to bargaining unit employees, including matters relating to working conditions and safety.

The Committee shall consist of two (2) employees selected by the Association, two (2) individuals representing management of the police, and one (1) representative of management designated by the President of the University. The Committee shall meet quarterly and on other occasions if the need arises. Each member of the Committee shall have one (1) vote.

The actions and votes of the Committee shall be advisory recommendations to the University. Nothing in this Article shall be deemed to waive or limit the University's rights under this Agreement or its reserved rights to manage the University.

A principal purpose of the Committee shall be to assist management in implementing, reviewing, and securing compliance with the physical fitness program for police officers and in recommending changes or corrective action appropriate for the program or appropriate action concerning individual officers. On the recommendation of two (2) members of the Committee, the Committee shall review the participation of any officer in the program. The Committee

may make recommendations concerning possible employment accommodations for any officer who will be unable to achieve a satisfactory level of fitness due to a physical or medical condition not within his/her control.

ARTICLE 28

Invalidation Clause

If any of the terms and conditions of this Agreement are in violation of any City, State, or Federal Law or Court Decision or Decree, then, to the extent of the violation, that portion of this Agreement shall be null and void and subject to renegotiation. If any portion of this Agreement is declared illegal, the remaining provisions of the Agreement shall not in any way be affected.

ARTICLE 29

Waiver and Agreement

A. The University and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered

in this Agreement. All rights and duties of both parties are specifically expressed in this Agreement, and such expression is all-inclusive. This Agreement constitutes the entire Agreement between the parties, with respect to all terms included herein.

B. If any law or judicial order or administrative or executive order or ruling shall so conflict with or shall so restrict or affect the performance of this Agreement or any Article or Articles thereof in accordance with its terms so as to make it either impossible for such performance or in the judgment of the University unduly burdensome, then the University may at its option terminate the affected Article or Articles thereof by written note to the Association, and the University shall in good faith commence negotiations of a new Article or new Articles which were terminated.

ARTICLE 30

Duration

This Agreement shall become effective as of July 1, 2004, and shall remain in effect from that date to and including June 30, 2007 and year to year thereafter, unless either party shall serve notice in writing on the other at least sixty (60) days prior to expiration date of June 30, 2007 or any subsequent anniversary date of any year during which this Agreement is in effect, of a desire to terminate or amend this Agreement. In recognition hereof, the undersigned as the

duly authorized legal representatives of the Employer and the Union have affixed their signatures on the date set forth below.

Date: December 14, 2004

TRUSTEES OF
BOSTON UNIVERSITY

BY _____
BY _____
BY _____
BY _____
BY _____
BY _____
BY _____

BOSTON UNIVERSITY
POLICE PATROLMEN'S
ASSOCIATION

BY _____
BY _____
BY _____
BY _____
BY _____
BY _____
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Appendix A

REQUIREMENTS FOR POLICE OFFICER RANKS

<u>Police Officer Trainee</u>	<u>Police Officer I</u>	<u>Police Officer II</u>	<u>Police Officer III</u>	<u>Police Officer IV</u>	<u>Police Officer V</u>
Not applicable	Successful completion of an approved police academy	Minimum of 12 months as a Police Officer I at Boston University	Minimum of 12 months as a Police Officer II at Boston University	Minimum of 12 months as a Police Officer III at Boston University	Minimum of 12 months as a Police Officer IV at Boston University
		Minimum of 40 hours in-service training within past 12 months	Minimum of 40 hours in-service training within past 12 months	Minimum of 40 hours in-service training within past 12 months	Minimum of 40 hours in-service training within past 12 months
		Review Board recommendation	Review Board recommendation	Review Board recommendation	Review Board recommendation
		Satisfactory physical fitness rating	Satisfactory physical fitness rating	Satisfactory physical fitness rating	Satisfactory physical fitness rating
		All required licenses and certificates: first aid, CPR, weapons	All required licenses and certificates: first aid, CPR, weapons	All required licenses and certificates: first aid, CPR, weapons	All required licenses and certificates: first aid, CPR, weapons