

2017 – 2020

AGREEMENT

Trustees of  
Boston University

and

Boston University  
Police Sergeants' Association



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## INDEX

<u>Article</u>	<u>Title</u>	<u>Page</u>
9	Arbitration	6
30	Bulletin Boards	20
7	Discipline	4
34	Duration	21
23	Emergency Medical Technician & Instructors	17
24	Emergency Call-In Pay	18
8	Grievance Procedure	4
26	Hazard Pay	18
18	Health & Welfare	14
21	Hours of Work & Overtime	15
13	Holidays	10
31	Insurance and License Fees	21
32	Invalidation Clause	21
15	Jury Duty	12
2	Management Rights	1
28	Miscellaneous	19
33	No Discrimination	21
4	No Strike, No Lockout	3
27	Performance Evaluation	19
11	Personal Days	9
12	Personal Leave of Absence	9

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## INDEX

<u>Article</u>	<u>Title</u>	<u>Page</u>
6	Probationary Period	4
1	Recognition	1
19	Retirement Plan	14
5	Seniority	3
17	Short Term Disability Benefits Plan	13
25	Shift Differential	18
14	Sick Leave	11
16	Sympathy Leave	13
20	Tuition Remission	15
29	Uniforms & Equipment	20
3	Union Security	2
10	Vacation	8
22	Wages	16

## **Article 1 – Recognition**

- A. This Agreement is between the Trustees of Boston University, Boston, Massachusetts, hereafter called the "University" and the Boston University Police Sergeants' Association, hereafter called the "Association."
- B. The University recognizes the Association as the exclusive representative for all full-time Sergeants employed by Boston University in the Boston University Police Department at its Charles River and Medical Campuses in Boston, Massachusetts, but excluding all other employees: service and maintenance employees, office clerical employees, professional employees, public safety officers at the Medical Campus who hold the rank of sergeant, 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.

## **Article 2 – Management Rights**

- A. Except as modified by a specific provision of this Agreement, all the authority, rights and powers which the University had prior to the signing of this Agreement are retained by the University and remain exclusively and without limitation the rights of management. Only modifications contained in specific provisions of this Agreement constitute limitations upon such authority, rights and powers. The University shall not exercise these rights arbitrarily, capriciously or in bad faith or unreasonably.
- B. Examples of the authority, rights and powers which are hereby vested in the University, with only such modification as stated in a specific provision of this Agreement, include, but are not limited to, the following: The right to schedule, adjust, and assign work and hours of employees; to assign and require overtime work; to hire, promote, transfer, reclassify, suspend, discipline, demote, layoff or discharge employees for just cause; to determine the work to be done by the University's employees; to determine the size of the work force and the amounts and kinds of supervision necessary; to determine whether, when and how many employees shall be assigned if any to a particular assignment; to contract out work; to temporarily or permanently shut down its entire operation or a portion thereof; to establish or change work rules; to establish or change work standards; and to determine the creation, continuance, termination, change or consolidation of jobs or of partial or total operations (including discontinuance of their performance by University employees). If the University does not exercise rights reserved to it or if it exercises such rights in a particular way, it shall not be deemed a waiver of the right

to exercise such rights or of the right to exercise such rights in other ways not in conflict with the specific terms of this Agreement.

### **Article 3 – 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 31<sup>st</sup> calendar day following the later of the effective date of this Agreement or the employee's date of hire or promotion into the bargaining unit, become and remain members in good standing in this Association and pay the uniform dues and initiation fees required by the Association or 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 in writing, 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. Each employee is required to provide to the Boston University Police Department a current home address and home telephone number and/or cell phone

number, and in the event these change, the employee must immediately notify the Department of the change.

- F. The Association agrees to indemnify and hold 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 Association.

#### **Article 4 – No Strike/No Lockout**

- A. The Union and its members employed by the University, individually or collectively, will not, during the life of this Agreement, encourage, cause or take part in any strike, work stoppage, work interruption, work interference, slowdown, sabotage of University operations, sympathy strike, picketing, banners or advertisements or boycott against the University. The University will not engage in a lockout during the term of this Agreement. Notwithstanding the foregoing, the parties agree that lawful informational leafletting is not prohibited by this provision.
- B. Employees who engage in any activity in violation of this Article shall subject themselves to discipline up to and including termination.
- C. The Union agrees that if employees covered by this Agreement are in violation of this provision it shall direct the employees to cease and desist and return to work immediately and take steps to ensure compliance with that request.

#### **Article 5 – Seniority**

- A. Except as defined otherwise herein, seniority shall be defined for the purpose of this Agreement as being the length of continuous regular full-time employment within the rank of sergeant.
- B. Seniority shall be used by the University for vacation selections, patrol shift selections, layoffs, recalls and rehiring.
- C. The seniority and employment rights of an employee shall be terminated if the employee is: (1) laid off for a period of two (2) year; (2) resigns; (3) is discharged for just cause; (4) is incarcerated, regardless of whether it is pre-trial detention or post-conviction imprisonment; (5) overstay or extends an approved leave of absence without authorization (including statutory leaves of absence, e.g. FMLA); (6) is absent without notifying the University for two (2) consecutive work days without good cause; (7) fails to return from a layoff within ten (10) business days of receipt of written notice. 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.

- 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 (layoff, leave of absence, promoted out of collective bargaining unit, etc.). Effective with the ratification 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.

#### **Article 6 – Probationary Period**

New employees in the bargaining unit shall be considered on probation for a period of six (6) months from the date of hire, or the first day in the position for employees transferred into the bargaining unit. 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 subject to the grievance and arbitration procedure provided for herein. Any probationary sergeant who had been promoted to his/her position from the patrol officer bargaining unit at BU, shall be allowed to return to the patrol unit without loss of seniority, salary or benefits enjoyed as a patrol officer if he or she does not complete the probationary period as a sergeant. Except for the preceding sentence, these provisions shall also apply to any non-bargaining unit employee who is transferred into this bargaining unit.

#### **Article 7 – Discipline**

- A. An employee is entitled to have a union representative present at an interview by the University which the employee reasonably believes might result in disciplinary action.
- B. 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. Employees shall not be subjected to disciplinary action or discharge without just cause. Disciplinary action may take the form of discharge, suspension from duty without pay, demotion or written reprimand.

#### **Article 8 – Grievance Procedure**

- A. A grievance is defined as a written complaint by the Union or an employee that there has been a violation or misapplication of a specific provision(s) of this Agreement.

- B. All grievances must be processed in accordance with the steps, time limits and conditions set forth in this Article. If the Union or employee fails to follow the provisions or to meet the deadlines at any step, including the initial filing of the grievance, the Union and the employee will be deemed to have waived the right to pursue the grievance and the University will have no further obligation to process the grievance. Failure by the University to answer a grievance within the time limits set forth shall allow the Union or the employee to appeal the grievance to the next level. Time limits may be extended by mutual written agreement between the Chief or Director of Labor Relations and the President of the Union.
- C. The Union or employee must file a grievance at Step One within ten (10) days of the alleged event or the time when the Union or the employee knew, or reasonably should have known, of the event that is the basis for the grievance.
- D. A grievance must be in writing, hand-delivered at each step, and must include:
- i. A statement of the facts involved;
  - ii. The provisions of the Agreement that the Union or employee alleges were violated;
  - iii. An explanation as to how the facts resulted in an alleged contract violation;  
and
  - iv. The remedy or solution sought
- E. The filing or pendency of a grievance under the provisions of this Article shall not prevent the University from taking the action complained of, subject, however, to the final decision of the arbitrator.
- F. The University, the employee and the Union shall observe the following procedure in handling grievances.
- Step 1.** The grievance shall be filed at Step One with the employee's immediate supervisor within ten (10) days of the alleged violation. If the employee's immediate supervisor is not available to receive the grievance, it may be filed with office of the Captain. Not later than five (5) days after actual receipt of the grievance (if it cannot be done in five (5) days, as soon as possible thereafter), the immediate supervisor or, in his or her absence, the Captain, shall arrange for a meeting to take place at a mutually agreeable time to discuss and attempt to resolve the grievance. If the grievance is not resolved at that meeting, the supervisor shall issue a written answer to the Grievant and Union within seven (7) days of the meeting.
- Step 2.** If the Grievant/Union is dissatisfied with the Step One answer, the grievance may be submitted to the Chief, or a member of the Command Staff designated by the Chief [his or her "designee"].



- a. The grievance must be filed with the Office of the Chief no later than ten (10) days following the date of the Step One answer.
- b. The Chief will arrange for a meeting to take place within ten (10) days of the receipt of the Step Two grievance (if the Chief is unable to do so within ten (10) days, a meeting will take place as soon as possible thereafter). The meeting will include the Grievant, a representative of the Union, and the Chief. By agreement between the Chief and the Union representative, other persons appropriate to the problem to be addressed may be invited to attend. If the grievance is not resolved at that meeting, the Chief shall issue a written answer to the Grievant and Union official within ten (10) days of the meeting.

**Step 3.** If the grievance is not satisfactorily resolved at Step Two, the Union shall notify the University's Director of Labor Relations in writing of its request for a hearing at Step Three. The request must be received within ten (10) days of receipt of the decision at Step Two.

- a. The Director of Labor Relations or his or her designee shall conduct a grievance hearing within ten (10) calendar days of receipt of the Union's request (if the Director of Labor Relations or his or her designee is unable to do so within ten (10) days, a meeting will take place as soon as possible thereafter). The Director of Labor Relations or his or her designee will render a written decision within ten (10) calendar days following completion of the hearing, with copies to the Union, the employee, and the Chief.
- b. If the decision of the Director of Labor Relations or his or her designee is not satisfactory to the Union, the President of the Union or other authorized officer of the Union must notify the Director of Labor Relations in writing the Office of the Union's desire to refer the grievance to arbitration. The notice must be received not later than thirty (30) calendar days following the Union's receipt of the decision of the Director of Labor Relations or designee.

G. The time limits contained in this Article may be extended by mutual agreement between the parties, without precedent being established by such agreement.

#### **Article 9 – Arbitration**

A. The Union may submit to arbitration any grievance that has not been satisfactorily resolved under the Grievance Procedures, subject to the provisions and limitations of this Article and/or Agreement.

B. A grievance may be brought to arbitration by the Union, but not the employee, and only if it serves written notice on the University within thirty (30) days of the date of the Step Three answer.

C. Arbitration shall be conducted by an impartial arbitrator mutually chosen by the parties.

The procedure for arbitration shall be as follows:

- i. A Union representative and the Director of Labor Relations or designee shall communicate promptly to choose an arbitrator by agreement within twenty (20) days from the date of the demand for arbitration.
- ii. The American Arbitration Association shall serve as the administrator for the parties.
- iii. If no selection can be made within such twenty (20) day period, then either party may request lists from the American Arbitration Association, and selections shall be made in accordance with the Voluntary Labor Arbitration Rules of the Association.
- iv. Hearings and post-hearing activities shall be conducted in accordance with the Labor Arbitration Rules of the American Arbitration Association.

D. 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.

- i. The Arbitrator shall not have the power to add to, subtract from, modify change or disregard any of the provisions of this Agreement but shall only determine whether or not the University has violated a specific provision of the Agreement.
- ii. 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. However, nothing in this provision shall be deemed to prevent arbitration of a grievance arising during its term or under any extension of its term, even if the arbitration does not occur until after the expiration of the Agreement or any extension thereof.
- iii. Unless otherwise mutually agreed, each arbitration hearing shall deal with no more than one (1) grievance

E. Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the Arbitrator and the fees of the American Arbitration Association shall be borne equally by the parties.

- F. Both parties agree to abide by the decisions of the Arbitrator but shall retain whatever rights they have under the law to challenge the decisions of the Arbitrator.
- G. The University will either pay for any regular straight time wages actually lost by the grievant or the grievant will be provided with release time from normal duties for time spent in attendance at the arbitration hearing(s). The University is not required to pay for time spent for attendance by employees other than the grievant.

#### Article 10- Vacation

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:

Less than 3 months of service	-	no vacation
3 months, but less than 12 months	-	2/3 day for each month of service
At least 12 months of service, but less than 24 months	-	10 days' vacation
At least 24 months of service, but Less than 120 months	-	15 days' vacation
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 at least sixty (60) days in advance of the vacation period request, seniority shall prevail. Seniority shall also prevail in granting vacation requests made in less than sixty (60) days from the date the vacation is to begin. However, an employee whose vacation was approved sixty (60) days prior to the vacation, will not have the approval revoked to allowed for the approval of a more senior employee's later request for the same vacation time. 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 be taken in increments of thirty (30) minutes.
- F. When a holiday (as listed in Article 13) 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 15<sup>th</sup> of the month. Termination occurring on and subsequent to the 15<sup>th</sup> of the month will count for vacation purposes.
- H. Employees who have no outstanding obligations to the University will be compensated for unused vacation leave at the time their employment with the University terminates, up to a maximum of the number of days that they would accrue over a 2-year period.

#### **Article 11 – Personal Days**

Employees with at least one (1) year of service are entitled to two (2) days 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 (1) year of its being credited. There shall be no carryover of personal days from one year to another.

#### **Article 12 – Personal Leaves of Absence**

- A. The University will consider requests for personal leaves of absence without pay. All such requests shall be submitted in writing to the immediate supervisor. Approval of such leaves shall be at the sole discretion of the University.

- B. Up to two (2) employee Association representatives may upon written request submitted to the Deputy Chief of Police, be granted time off without pay for the purpose of appearing at arbitration hearings. Employee association representatives may also be given time off to attend contract negotiations. Pay for such time will be at the sole discretion of the University. To be considered, such requests must be in writing and made at least one (1) week in advance of the time off, unless otherwise mutually agreed upon by the parties.

### Article 13 – 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 Years 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 ½ ) his/her regular hourly rate for each hour actually worked. The employee may elect the option to receive such compensatory time in lieu of payment for the Holidays actually worked at this same rate. The employee must inform his supervisor one week prior to the Holiday in order to make such election. The employee must use such hours within one calendar year from the date that the hours are earned. Any such hours not used within one calendar year will be forfeited by the employee.
- D. Employees whose regularly scheduled work day falls on a holiday, will be required to work the holiday, unless the employee's supervisor authorizes the day off. An employee whose shift commences on a holiday shall 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 pro-rated. Compensatory time not used within one calendar year will be forfeited by the employee.

- 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 duplicating or pyramiding of holiday and overtime pay rates.

#### **Article 14 - Sick Leave**

- A. Employees shall be entitled to sick leave as follows:
  - 1) Less than twelve (12) months of service - 1 hour of sick leave for every thirty (30) hours worked, not to exceed forty eight (48) hours during the first 12 months of employment.
  - 2) 12 months or more of service - 1.75 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 and thirty (130) working days.
- B. 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. If a Sergeant 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.
- C. The University will provide additional insurance coverage to supplement Workers' Compensation benefits for Sergeants who are injured on duty. This insurance will provide an additional benefit of 30% of the Sergeant's base weekly pay not to exceed one hundred percent (100%) of the Sergeant'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, benefits will be provided for a maximum of five (5) years.
- D. 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.
- E. Upon termination of employment for any reason, an employee shall not be entitled to compensation for unused sick leave.
- F. 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 twenty-four (24) or more consecutive work hours or three (3) consecutive work days, whichever is longer.

- G. 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 thirty (130) 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 ½ days
2 days	1 day
3 or 4 days	½ 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 notified 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.

### Article 15 – 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 16 – Sympathy Leave**

- A. Employees covered by this Agreement shall be allowed time off with pay during the three (3) 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, daughter-in-law, son-in-law, grandparent, grandchildren, brother or sister, or other blood relative residing with the employee.
- C. Under special circumstances, an employee may require more than the three (3) day Sympathy Leave period. An employee may request additional time off from his or her supervisor. The additional time off must be charged to accrued Vacation Leave or taken as Unpaid Time Off.
- D. Employees must request Sympathy Leave from their immediate supervisor by informing him or her of the death and the number of days requested.

#### **Article 17 – Short Term Disability**

- A. 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 forty-fifth (45<sup>th</sup>) calendar day of disability and the start of the University's long-term disability program which commences after six (6) months of continuous disability.
- B. 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.
- C. Subject to the above provisions, short-term disability payments will commence on the forty-fifth (45<sup>th</sup>) 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.
- D. 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 \$225 per week, and the maximum payment is \$500 per week.



- E. 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.
- F. Benefits are not payable if the employee was not on active status with pay at the onset of the disability.
- G. Benefits under this section shall not be cumulative or transferable.

#### **Article 18 – Health & Welfare**

- A. The University will provide the same fringe benefits to all eligible members of the bargaining unit as are offered to the University's non-represented staff, subject to the University's right to amend any benefit offered so long as such amendments are applied equally to the members of the bargaining unit and to the University's non-represented staff.
- B. The University will provide the same health and dental plan options to all eligible members of the bargaining unit with the same plan design (network, benefits, deductibles, etc.) as are offered to the University's non-represented staff, subject to the University's right to amend the plan so long as such amendments are applied equally to the members of the bargaining unit and to the University's non-represented staff.
- C. Election of such a plan must be made upon initial employment or at such time as open enrollment is made available by the University.
- D. The University will provide each Sergeant 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.
- E. The foregoing benefits & attendant contributions shall not be less than those offered by the University to the Boston University Patrol Officers.

#### **Article 19 - Retirement Plan**

- A. The University will provide the same retirement plan and supplemental retirement and savings plan options to all eligible members of the bargaining unit as are offered to the University's non-represented staff, subject to the University's right to amend any benefit offered so long as such amendment are applied equally to the members of the bargaining unit and to the University's non-represented staff, provided that in no case shall the benefit options for Sergeants be less than those provided to the Boston University Patrol Officers.
- B. The level of retirement benefits in effect upon execution of this Agreement will not change prior to January 1, 2018.

## Article 20 - Tuition Remission

- A. Full-time employees who work twelve (12) months per year are eligible for the following tuition remission benefits in accordance with the following requirements:
- i. **Employee.** Upon hire: one hundred percent (100%) tuition remission for the first four (4) credits hours in any one (1) semester. Ninety percent (90%) tuition remission for up to four (4) additional credit hours of courses per semester (graduate or undergraduate). Employees must be actively employed on the first through the last day of the semester.
  - ii. **Spouse.** After the employee completes twelve (12) months of service: Fifty percent (50%) tuition remission.
  - iii. **Dependent Children.** After employee completes four (4) months of service: Fifty percent (50%) tuition remission. For employees hired prior to January 1, 1995, one hundred percent (100%) tuition remission after employee complete sixteen (16) months of service. For employees hired on or after January 1, 1995, ninety percent (90%) tuition remission after employee has completed sixteen (16) months of service. The two (2) summer terms will count as one (1) semester for the purposes of this Article.
- B. The University reserves the right to refuse to allow an employee to attend a class under the Tuition Remission Program where such attendance would conflict with work schedules. Further, no employee will receive pay while attending class during scheduled work hours. Other limitations and special conditions relating to the University's plan description, as set forth in the University's Application for Tuition Remission, shall also be applicable under this Article.

## Article 21 – Hours of Work & Overtime

- A. Subject to reasonable time necessary for implementation, this Article will be effective on the Monday following ratification by the Association.
- B. Sergeants shall be paid time and a half for all hours actually worked over 40 during their seven (7) day work period. Paid time off for holidays and vacation shall be considered hours actually worked for calculating overtime in a seven day period beginning at 12:01 a.m. Monday to midnight the following Sunday. Paid time off for sick leave shall not be considered hours actually worked for the purposes of calculating overtime. All hours worked outside of a Sergeant's regularly scheduled shift shall be paid at time & a half.
- C. The current schedule will continue to be the regular schedule for sergeants. There will be no change absent a compelling operational need.

- D. Work assignments shall be the sole responsibility of the University (i.e. selection of Sergeant Detective, Medical Center Assignment & any other future position created) and no Employee shall be entitled to select, have, or retain any particular job, assignment, task or work location by virtue of past practice, seniority or otherwise. The University shall post all non-patrol job assignments (i.e. Sergeant Detective, Medical Center Assignment) for at least ten (10) days, publish a job description and meet with all Sergeants who choose to apply for said non-patrol job assignments.
- E. The University reserves the right to require employees to work reasonable hours 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. Forced hours outside of a Sergeants regularly scheduled shift (that are not a continuation of a regularly scheduled shift) shall be recorded and the Sergeant with the fewest forced hours worked shall be the first required to work. Refusal to work such assignments without good reason will be cause for disciplinary action.
- F. The University will, from time to time, require employees to participate in training programs. Time spent attending required training sessions will be counted as time worked.
- G. Overtime payments shall not be pyramided. All overtime hours, forced and unforced, shall be reset to zero (0) as of January 1<sup>st</sup> of each year.
- H. As used in this provision and subject to the limitations in Paragraph B of this Article, "overtime" includes but is not limited to extension of a shift, working an additional shift or portion thereof, working a detail, or working assigned duties additional to the employee's normal shift. Except in an emergency, all overtime must be approved in advance by the Captain or his/her designee.
- I. Hours worked as an extension of a shift shall not be subject to any guaranteed pay minimums. Otherwise, Sergeants shall be entitled to any guaranteed pay overtime minimums that Boston University Patrol Officers receive.

#### **Article 22 – Wages**

- A. Effective on the referenced dates, Sergeants will receive the following wage increases:
  - January 1, 2018 – 2.75% increase.
  - January 1, 2019 – 2.75% increase.
  - January 1, 2020 – 2.75% increase.
- B. The following schedule of base hourly floor wage rates shall apply upon ratification of the collective bargaining agreement.

Service	Step	Upon Ratification	1/1/2018	1/1/2019	1/1/2020
Prior to 4 years	1	\$38.25	\$39.30	\$40.38	\$41.49
4 years or more but less than 7	2	\$39.30	\$40.38	\$41.49	\$42.63
7 years or more but less than 10	3	\$40.38	\$41.49	\$42.63	\$43.81
10 years or more	4	\$41.49	\$42.63	\$43.81	\$45.01

- C. Upon the ratification of this Agreement, incumbent sergeants shall be slotted on the salary structure based on their years of service in rank applied to the following schedule:

0-3 years	Step 1
4-6 years	Step 2
7-9 years	Step 3
10 years or more	Step 4

- D. Any Sergeant that, immediately before the ratification date of this agreement, had an hourly rate based on their current salary and schedule that is higher than the rate called for in the step structure where he/she is slotted upon ratification, shall be red-circled at that rate until such time as the salary rate called for on the salary structure reaches such red-circled hourly rate. When increases in the appropriate step of the salary schedule reach a red-circled Sergeant's rate, that Sergeant will receive increases due him/her from that time forward.
- E. Any Sergeant that holds a specialty position shall receive a specialty stipend in an amount equal to five percent (5%) of his/her base hourly rate as per the step on the salary structure held by him/her in accordance during the term of his/her appointment.
- F. After the slotting onto the salary structure, Sergeants shall advance to the next step on the anniversary of their date of appointment as a sergeant in the year of service in which they qualify for advancement pursuant to the above wage table until they reach the top step. As new hires or promotions are made to the rank of sergeant, those hired/promoted shall be placed at step one of the structure and shall advance on the salary structure pursuant to the above wage table.

### Article 23 - Emergency Medical Technician & Instructors

- A. Effective upon ratification of this Agreement, the University will pay employees who secure and maintain certification as an Emergency Medical Technicians or who are

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certified and perform the duties of a: Firearm Instructor, First Aid/CPR Instructor or Defensive Tactics Instructor \$1,500.00 per year pro-rated to be paid per hour.

- B. Employees will only be eligible for one (1) \$1,500.00 payment described in the foregoing paragraph regardless of whether they qualify for payment in multiple categories (example: if a Sergeant is both an EMT & Firearm Instructor, he or she will still only be eligible for one (1) \$1500.00 annual payment.)

#### **Article 24 – 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 25 - Shift Differential**

- A. An employee who is regularly assigned to an evening shift shall receive the adjusted rate for the shift (the sergeant's base rate plus 4.5%). An employee who is regularly assigned to work the night shift shall receive the adjusted rate for the shift (the sergeant's base rate plus 5.5%). The new rates shall be effective on the Monday following ratification of this agreement.
- B. An employee's base rate with the foregoing differential will be used to compute overtime earnings.

#### **Article 26 – Hazard Pay**

- A. Employees assigned to and working directly in a hazardous situation as declared by management, shall be paid \$8.00 per hour for all hours actually worked in a hazardous situation in addition to their base hourly rate.
- B. Hazardous situations shall be determined at the sole discretion of the Chief of Police, and the decision is not a subject for grievance. Hazard Pay will not be duplicated or pyramided for any reason.
- C. 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 as well as the actual or anticipated length of time the employee is unable to work.
- D. The University may require the employee to submit to further examinations by such physicians as it selects.
  - E. 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 27 – Performance Evaluation**

- A. Each Sergeant will be evaluated annually by his or her immediate supervisor. The University will develop an evaluation process reasonably related to the functions performed by the employees based on criteria and standards set by the BUPD. The evaluation form shall serve as a tool to identify the employee's strength and weaknesses. The University's performance evaluation process is intended to facilitate supervisory discussions with employees. The performance evaluation will be conducted by the employee's immediate supervisor. The parties' agree in concept that the evaluation meeting will take place at least once a year to discuss an employee's job performance. The performance evaluation process will also give an employee opportunity to learn which areas of his or her job performance meet or exceed standards or require improvement. The employee will be provided a copy of his or her evaluation. The performance evaluation process shall be used for education and training but shall not be used for discipline.
- B. Each employee may grieve a performance evaluation up to Step 3 of the grievance procedure. However, a performance evaluation shall not be the subject of the parties' arbitration provision.

#### **Article 28 – 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 provide communication devices to those employees who are required to use them in the performance of their duties.

- C. 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.

### **Article 29 – Uniforms & 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. Employees 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 Sergeant 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 that should a Uniform Committee convene, one representative of the Association will be allowed to attend and make recommendations to the Chief of Police. The committee may make recommendations to the Chief of Police, who will, at his discretion, decide to accept the recommendations.

### **Article 30 – Bulletin Boards**

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.

#### **Article 31- Insurance and License Fees**

- A. 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.
- B. 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.
- C. The University shall pay renewal fees for Firearms Licenses & EMT Recertification.

#### **Article 32 - Invalidation Clause**

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.
- B. The parties agree to meet promptly to discuss the impact of the affected text in paragraph A above, and attempt to create a lawful provision that reflects the intent of the parties. Such discussions shall not "open" the Agreement during its term.

#### **Article 33 - No Discrimination**

- A. 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, religious creed, national origin, ancestry, sex, gender identity, age, criminal record (inquiries only), disability, mental illness, sexual orientation, genetics, union or nonunion status or veteran status.
- B. Nothing contained herein shall prevent the employer from complying with the requirements of the Americans with Disabilities Act.

#### **Article 34- Duration**

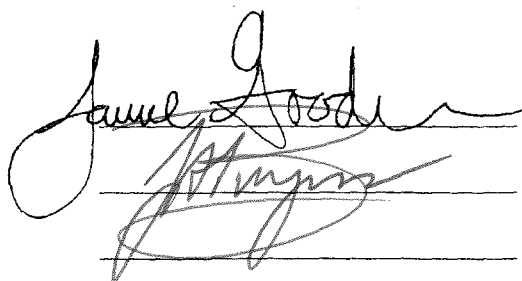
This Agreement shall become effective upon ratification by the Association. It shall remain in effect from that date to and including December 31, 2020 and will continue year to year thereafter,



unless either party shall serve notice in writing on the other at least sixty (60) days prior to expiration date of December 31, 2020 of a desire to terminate or amend this agreement.

IN WITNESS WHEREOF, the parties hereto set their hand and seals, by their duly authorized officers or agents, on the 15 of May, 2018.

Trustees of Boston University



Boston University Police Sergeants  
Association

