

In The Matter Of
The Arbitration Between:

**Boston Police Detectives Benevolent Society
And
City of Boston**

JIMC Case No. 12-2078
Contract Impasse Arbitration Issue by Issue
Date of Award: December 22, 2015

After having considered the evidence and arguments of the parties including the pertinent statutory factors set forth in Ch. 589 of the Acts of 1987, the tri-partite Arbitration Panel awards as follows:

Duration: The duration period shall be for two separate collective bargaining agreements with one running from July 1, 2010 through June 30, 2013, and the other running from July 1, 2013 through June 30, 2016.

Wages: There shall be the following wage increases:

FY11: 2.5% First Pay Period (FPP) January 2011
FY12: 1% FPP July 2011
FY13: 1% FPP July 2012
FY14: 3% FPP October 2013
FY15: 3% FPP October 2014
FY16: 3% FPP October 2015

Detectives shall not receive accumulated retroactive overtime pay for fiscal years 2011 through 2013 but shall receive accumulated retroactive overtime pay for fiscal years 2014 through 2016.

Parity Adjustment: \$2,000 shall be added to the strip base effective January 1, 2014.

Educational Incentive: Quinn payments to increase as follows:

FY14: 65%

FY15: 70%

FY16: 75% with the last 25% being converted to a flat dollar sum based upon the salary of a given detective.

Post-Quinn Bill degree holders shall be eligible for this benefit if they have obtained an associate's or bachelor's degree at an institution accredited in accordance with the requirements of the Quinn Bill.

Longevity: Effective July 1, 2013 non-Quinn employees shall receive the following longevity benefits:

5 years: \$2,000

10 years: \$4,000

15 years: \$6,000

20 years: \$8,000

Cumulative Risk Enhancement Adjustment: Effective the first pay period of July 2014, employees with 20 years of service shall receive \$3,000 per annum and employees with 25 years of service shall receive \$6,000 per annum.

Hazardous Duty Pay: There shall be no change in the current benefit.

Union Release Time: Union Release Time shall be modified consistent with the language appearing in the BPPA arbitration award.

Compensatory Time: The City's proposal shall be adopted with the modification that the words "called in" shall be substituted for the word "ordered" in the first sentence of Sec. 1.C.

Detectives Exam: The Panel grants the parties 30 days from the date of this award to resolve this issue between themselves. If either party informs the Chairman of the Panel in writing on or before January 22, 2016 that this issue remains unresolved, then the Panel will issue its award on this subject. In the absence of notification to the Chairman of the Panel in writing on or before January 22, 2016 that the issue remains unresolved, the Panel will conclusively presume that the matter has been resolved by the parties.

GPS/AVL: The proposals of both parties are rejected. The Panel makes no award on this topic for the reasons expressed in the accompanying Opinion.

Gerard J. Hayes
Management Representative
Concur/Dissent

Raymond McGrath
Union Representative
Concur/Dissent



Lawrence T. Holden, Jr.
Impartial Chairman

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Preliminary Statement

Arbitration hearings involving the above-captioned matter were held on July 17, August 11, September 16 & 17, and October 20, 2015 in Boston, Massachusetts before a tri-partite Arbitration Panel comprising Gerard J. Hayes, Management-designee, Raymond McGrath, Union-designee, and the undersigned, impartial chairman. Representing the Union at such hearings was Scott W. Dunlap, Esq., and representing the City was Joshua M.D. Siegel, Esq.. Stenographic notes of the hearing were taken; both parties filed post-briefs which were received by the Panel on December 2, 2015 as well as some follow-up memoranda which were received after December 2nd. This arbitration arises under the provisions of Ch. 589 of the Acts of 1987, and this arbitration is taking place under the auspices of the Massachusetts Joint Labor-Management Committee (JLMC) on an issue by issue basis.

Issues

The issues which have been certified by the Joint Labor Management Committee (JLMC) in this case are as follows: wages; duration; parity adjustment; educational incentive; longevity; cumulative risk enhancement adjustment; hazardous duty pay; union release time; compensatory time; detective's examination; and global positioning system.

Background

A patrol officer must spend three years as a uniformed officer before becoming eligible for a rating as a detective. Thereafter, a patrol officer may sit for a competitive detective examination that by contract is supposed to be administered once every three years. An officer's placement on the detective list is governed by a combination of the examination results, years of experience, level of post-secondary education attained, and an in-person evaluation by a Department Review Board. Once an officer becomes a detective, the officer, as detective, continues to hold the civil service rating of patrolman. A detective can be required to work as a patrolman to fill a shift vacancy on regular time or overtime.

Detectives and their superiors (the Detective Superiors) are in the same Union, i.e., the Boston Police Detectives Benevolent Society, but each group has a separate collective bargaining agreement with the City of Boston. The Detectives and the City of Boston are at impasse over various contract terms while the Detective Superiors reached a settlement with the City as did another police bargaining unit, namely, the Superior Officers Federation; the BPPA, the fourth police unit, had their contract terms resolved by an arbitration award issued in September 2013.

This arbitration concerns only the Detectives and the City of Boston, and the scope of this proceeding concerns only the issues that have been certified by the JLMC for arbitration as set forth in the Issues Section of this decision.

I would like to note at the outset that both parties took somewhat regressive stances with respect to their proposals in arbitration in the sense that their proposals regressed from where they had been in bargaining prior to arbitration. The purpose of arbitration under the JLMC statute, as conceived by its founding father, Professor John Dunlop, is for the arbitration panel to take

the parties where it finds them at the time of bargaining impasse and craft a just award based on the statutory factors; this concept grants no validation to regressive proposals, and this Panel chooses not to go down the regressive proposal road; this Panel will take the parties where it found them at the time of impasse and, as stated above, craft a just award based on the statutory factors.

Ch. 589 of the Acts of 1987 sets forth the factors to be considered in interest arbitration; the factors are as follows:

"(1) Such an award which shall be consistent with: (i) section twenty-one C of chapter fifty-nine of the General Laws, and (ii) any appropriation for that fiscal year from the fund established in section two D of chapter twenty-nine of the General Laws;

"(2) the financial ability of the municipality to meet costs. The commissioner of revenue shall assist the committee in determining such financial ability. Such factors which shall be taken into consideration shall include but not be limited to: (i) the city, town, or district's state reimbursements and assessments; (ii) the city, town or district's long and short term bonded indebtedness; (iii) the city, town, or district's estimated share in the metropolitan district commission's deficit; (iv) the city, town, or district's estimated share in the Massachusetts Bay Transportation Authority's deficit; and (v) consideration of the average per capita property tax burden, average annual income of members of the community, the effect any accord might have on the respective property tax rates on the city or town;

"(3) the interests and welfare of the public;

"(4) the hazards of employment, physical, educational and mental qualifications, job training and skills involved;

"(5) a comparison of wages, hours and conditions of employment of the employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally in public and private employment in comparable communities;

"(6) the decisions and recommendations of the fact finder, if any;

"(7) the average consumer prices for goods and services, commonly known as the cost of living;

"(8) the overall compensation presently received by the employees, including direct wages and fringe benefits;

"(9) changes in any of the foregoing circumstances during the pendency of the dispute;

"(10) such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between parties, in the public service or in private employment;

"(11) the stipulation of the parties."

Analysis

Agreed Items

The parties are in agreement with respect to wage increases, cumulative risk enhancement adjustment (hereinafter CREA), and duration. The discussion that follows pertains to the remaining issues in this case.

One-Time Parity Adjustment & Accumulated Retroactive Overtime Pay

The Union is seeking a one-time increase of \$2,150 added to the strip base effective January 1, 2014. This proposal is based on a one-time increase of \$2,000 added to the strip base effective January 1, 2014 that the patrolmen received through the Buckalew arbitration award issued in September 2013. The City proposes no increase to the strip base.

The evidence submitted in this case showed that there is typically pattern bargaining among the City's four police units,

namely, the Patrolmen (BPPA), the Detectives (BPDBS), the Detective Superiors (BPDBS), and the Superior Officers (SOF), and that often the Patrolmen's contract (BPPA) is the standard-bearer or pace-setter with respect to contractual outcomes for the remaining three police units including the Detectives.¹ In this instance the Patrolmen obtained an arbitration award which resolved the terms of their contract over a six year period (fiscal years 2011 thru 2016) and two contract cycles encompassing fiscal years 2011 through 2013 and fiscal years 2014 through 2016, and the Patrolmen's contract set the pattern for settlements with the Detective Superiors and the SOF. The Detectives in this case seek to be treated no differently than the Patrolmen were treated in the Buckalew award. Whatever the parties' perspectives might be concerning the Buckalew award, the purpose here is not to relitigate the Buckalew award but, rather, to decide upon how that award should be applied to the Detectives' bargaining unit remembering that Detectives hold the civil service rating of patrolman.

The City seeks to justify its position of no increase to the strip base on grounds that if this increase were granted, the total overall percentage increase of the economic package for Detectives (i.e., 28.4%)² would exceed the total overall percentage increase of the economic package for Patrolmen (i.e., 25.4%)³ according to the City's costing methodology. The last formal offer that the City made to the Detectives, dated May 7, 2014, was valued according to its costing methodology as a 25.2% increase over 6 years representing a 20.7 million dollar increase⁴ in costs; this is to be compared against the putative application of the economic elements of the BPPA award to Detectives which, according to the City's calculation, would represent a 28.4% increase over 6 years amounting to a 22.7 million dollar

¹ John Dunlap, Chief of Personnel and Labor Relations, in his dissenting opinion in the Buckalew arbitration involving the patrolmen stated: "It has been the history in the Police Department that superior officers and detectives unions receive parallel increases <to the patrolmen>...."

² See Ux. 4, p. 2.

³ See Cx 17.

⁴ See Ux 4, p. 4. It should be noted that this 20.7 million dollar increase included the cost of accumulated retroactive overtime worth 6.2 million dollars over 6 years. The 6.2 million dollars, when spread over 2 contract cycles, comprises 2.3 million dollars for the FY 11-13 contract term and 3.9 million dollars for the FY14-16 contract term. See p. 31 of CX 4.

increase in costs.⁵ Thus, the difference between the two outcomes, namely, the application of the BPPA award to Detectives and the City's last offer of May 7, 2014, is 2 million dollars of which the requested parity increase to the strip base would be the difference.

The City's principal argument for not applying all the economic elements of the BPPA award to the Detectives is that historically the pattern/practice has been not to grant the Detectives a greater overall percentage increase than that received by the Patrolmen as calculated per the City's costing methodology. The City bears the burden of proof on this assertion. Simply stated, the City has not successfully carried its burden of proof on this assertion. The City introduced evidence concerning the overall percentage increases for Patrolmen versus Detectives in the last two bargaining cycles, namely, FY 2003 to FY 2006 and FY 2007 to FY 2010. Even in that limited sampling, while the overall percentage increases for Patrolmen and Detectives were the same for FYs 2003 to 2006 at 15.3%, the overall percentage increases favored the Detectives for FYs 2007 to 2010 as the Detectives received 14.7% to the Patrolmen's 14.2%.

The City did not go back further than FY 2003 to FY 2006 in its presentation, but the Detectives sought to do so; the Detectives went all the way back to comparisons commencing in FY 1997. The City challenged the Detectives' computations commencing with FY 1997. The Detectives used data for these calculations provided by the City and made various adjustments to their calculations based on certain assumptions as well as various challenges made by the City; the Detectives concluded from their calculations that for the period covering FYs 1997 to 2002 they had received an overall 6%-7% greater increase than the Patrolmen.

While the Detectives' research and findings could have been a very important consideration in this case, the Panel is unable to rely on the data from which these findings stemmed because the data came in very late in this proceeding and there was no opportunity to properly

⁵ See UX 4, p. 2. While p.2 shows a cost of 22.6 million dollars, I believe it should be 22.7 million dollars based on the entry in column 2 on the same page.

vet such data. However, I return to the point that the City carries the burden of proof on its assertion that the historical pattern/practice has been not to grant the Detectives a greater overall percentage increase than the Patrolmen, and to the finding that the City has not successfully carried its burden here inasmuch as the evidence showed that as recently as the bargaining cycle for FYs 2007-2010 the Detectives received a greater overall percentage increase than the Patrolmen. This type of difference is likely explained not because the Detectives received better financial improvements than the Patrolmen but because of demographic differences, such as educational attainments and years of service, between the two bargaining units.

The City expresses concern that if the Detectives receive a greater overall percentage increase according to its costing methodology than the Patrolmen or other police units, then the other police units (and/or other City bargaining units as well) will subsequently return to the bargaining table seeking the additional percentage increment creating a type of whipsaw effect. I point out that when a negotiator or arbitrator understands that two police units received the same economic elements but that the overall percentage increase between the same units, as calculated by the City, varied somewhat due to demographic differences between the two units or due to the unique aspects of the City's costing methodology, the result should clearly be a non-issue and any claim for adjustment ought to be summarily dismissed.

Now, while I have spoken herein about the City's unique costing methodology, I hasten to add that I have relied in this decision on that methodology as used by the City and its unions; this decision makes no departure to a different costing methodology. However, I do want to take the time to point out some of the unusual features of the City's costing methodology in calculating the overall percentage increase for the economic elements of a contract. Its methodology, for example, does not take into account in the calculation of an overall percentage increase millions of dollars in retroactive, increased

overtime pay⁶ owed officers in all the police units or the cost of moving up by one year the distribution of a wage increase as in the case of the SOF; this is not to say that the City overlooks altogether such costs when deliberating upon the merits of a particular economic package as it apparently does take these costs into consideration as a secondary consideration, but it is to say that the City does not include such costs in what it is asserting to be its primary comparator, namely, the overall percentage increase attributable to various economic packages. Further, the City's formula ascribes no economic difference to a wage increase that takes place on the first day of a three year contract as opposed to the last day of a three year contract where, clearly, a very significant economic difference exists between these different start dates; this approach, also, is somewhat unusual.

There is also one other unusual feature of the City's costing methodology that can lead to an erroneous impression. What the City does in its costing methodology is to calculate in percentage terms the value of each economic improvement in a package of improvements and then add up all the percentages to arrive at a total percentage increase for the contract. So, let me provide an example. Suppose that a municipality has 10 uniformed officers each making \$75,000 per year for a total wage cost of \$750,000 per annum and further has a uniform allowance of \$100 per officer per year for an aggregate cost of \$1,000 per annum. Further suppose that the municipality agrees to grant the 10 uniformed officers a 3% wage increase for one year increasing its total wage cost to \$772,500 per annum and also agrees to increase its uniform allowance by 10% to \$110 for a total cost of \$1,100 per annum. The City per its unique costing methodology calls the sum of these increases a 13% increase over one year even though its actual costs increased only by \$22,600 or 3.009% over one year. The point is that under the City's costing methodology the percentage increase may

⁶ When Detectives worked overtime during the pendency of this contractual dispute, the Detectives were paid overtime pay at their then-current rate; accordingly, retroactive increased overtime pay refers to that segment of overtime pay which represents an increase over the prior going rate due to the retroactive application of wage increases for the time periods in question.

appear larger than what the actual, overall percentage cost increase to the City actually is for a specified contractual period.

The cost-out of the City's formal offer to the Detectives, dated May 7, 2014, does not include in the calculation of the overall percentage increase some 6 million dollars in increased, retroactive overtime costs over 6 years, and the same was true of the City's cost-out of the economic packages involving the other police units. This costing methodology, unlike the example I just recited, can artificially depress the total percentage increase in an economic package by omitting significant increases in overtime costs from the percentage costing calculation. Despite the fact that the City has not included the cost-out of accumulated retroactive overtime in its various percentage calculations, this Panel has, in fact, taken accumulated retroactive overtime costs into consideration in fashioning its award in this case. And by reducing the amount of accumulated retroactive overtime payable to the detectives (elimination of retroactive overtime costs for FYs 2011-13), this award reduces the overall cost difference between the City's May 7, 2014 offer and the cost of the application of the BPPA award elements to Detectives to not only zero but saves the City approximately \$300,000 dollars in total cost over its last formal offer to the Detectives dated May 7, 2014. So, what is accomplished here with respect to parity and retroactive overtime is that the Detectives receive almost all that they requested with respect to a one-time parity adjustment, the Detectives receive exact dollar equivalence to what the Patrolmen received under the Buckalew award which serves to maintain consistency with the principle of pattern bargaining, and the City's overall cost for the Detectives' contract is approximately \$300,000 dollars less⁷ than the cost associated with its last formal offer to the Detectives dated May 7, 2014 because of the elimination

⁷ The cost to the City of its May 7, 2014 offer, as calculated by the City, was 20.7 million dollars, and the cost of this award when granting the Detectives a one-time parity adjustment and no accumulated retroactive overtime for FYs 2011-13, using the City's own calculations, is 20.4 million dollars. (See Cx 4, p. 31 & Ux 4 entitled "City Costout of its 5/7/14 Offer")

of increased retroactive overtime pay for fiscal years 2011 through 2013.⁸

I think it should be noted that when the City settled a 6 year contract with the other two police units, namely, the SOF and the Superior Detectives, the result was that per the City's costing methodology the SOF received a 24.3% increase and the Superior Detectives received a 26.1% increase.⁹ As I have already pointed out, these percentage increases may be somewhat inflated in some respects but deflated in other respects as they do not take into account millions of dollars in accumulated retroactive overtime paid to members of each unit nor the one million dollar cost in the case of the SOFs for changing the effective date of their wage increase. I point out that the Detective Superiors and SOF elected to forego the one-time parity adjustment and receive, instead, full retroactive overtime covering all 6 years of their contract cycle. As mentioned above, the Detectives in this award are not receiving full accumulated retroactive overtime (as they are only receiving accumulated retroactive overtime covering fiscal years 2014 through 2016), but they are receiving, instead, the one-time parity adjustment that the BPPA members received.

This case does not raise a scintilla of doubt about the City's ability to pay the value of the award in this case particularly because not only does this award not cost the City any more in overall dollars than the City's May 7, 2014 offer but it, in fact, costs the City approximately \$300,000 less. By any set of metrics one wishes to apply, the City's ability to pay, no doubt due in part to good stewardship of its finances, is not an issue in this proceeding.

In sum, there exists a very strong case for the Detectives to be treated no worse than the Patrolmen when it comes to consideration of the so-called parity adjustment; the Detectives should receive precisely what the Patrolmen received under the Buckalew award which is a \$2,000 increase to the strip base effective January 1, 2014.

⁸ I note that the Detectives offered in arbitration to forego the accumulated retroactive overtime owed to them covering the fiscal years 2011 through 2013.

⁹ See Ux 13, p. 2.

Also, the Detectives shall not receive accumulated retroactive overtime pay for FYs 2011 through 2013; the Detectives shall receive their accumulated retroactive overtime pay for FYs 2014 through 2016 which is consistent with what the Patrolmen received under the Buckalew award.

Educational Incentive (Quinn Bill)

The Union is seeking to have the City pay 65% of the Quinn Bill benefit for fiscal year 2014, 70% for fiscal year 2015, and 75% with one-third of the 75% being a flat dollar amount based on the salary of a detective for fiscal year 2016; the Union is further seeking to have post-Quinn Bill degree holders be eligible for this benefit if they have obtained an associate's or bachelor's degree from an institution accredited by the US Department of Education.

The City proposes to have the increases in the Quinn Bill benefit be flat dollar amounts equaling an additional 25% of a patrolman's salary (with \$2,100 for associates, \$4,100 for bachelors, and \$5,100 for masters) and that these increases take effect in the last pay period of the 6 year contract. The City's post-Quinn Bill eligible degree holder proposal is largely the same as the Union's.

The background here is that the Commonwealth of Massachusetts stopped funding its 50% share of the Quinn Bill benefit in approximately June 2010; that cessation of funding resulted in approximately a 9% decrease in compensation for Detectives inasmuch as the City refused to pick up the Commonwealth's share of funding. Many other communities in the Commonwealth picked up the Commonwealth's share of funding and restored Quinn Bill benefits to 100% and did so retroactively for their police forces.

The State Police Investigators in the Commonwealth, who perform work similar to the Detectives here, never lost any of their Quinn Bill (educational incentive) benefits.

The Buckalew award gave the Patrolmen the benefit the Detectives are seeking in this case, and no sound reason exists as to why the Detectives should not receive the same educational incentive award

that the Patrolmen got. The history is that other police units customarily receive the same type of increases that the Patrolmen receive. Further, one would surmise that advanced education would be a distinct and valued asset in the performance of detective work.

Finally, no good reason has been offered as to why Detectives should not qualify for Quinn Bill benefits if they obtain an associate's or bachelor's degree at an institution accredited in accordance with the requirements of the Quinn Bill.

Accordingly, the Panel awards the Detectives the same improved Quinn Bill benefits that the Patrolmen received but reflecting Detectives' pay;¹⁰ the Panel also awards to post-Quinn Bill degree holders eligibility for this benefit if they have obtained an associate's or bachelor's degree at an institution accredited in accordance with the requirements of the Quinn Bill.

Longevity

The Union seeks to obtain the same longevity improvement that the Patrolmen received with the same effective date, namely, July 1, 2013. The City proposes the same longevity improvement that the Patrolmen received with a different effective date, namely, the last pay period of the six year contract.

Longevity benefits are currently paid under the contract to Detectives who do not qualify for the Quinn Bill (educational incentive) benefit; approximately 14% of the Detectives unit does not qualify for Quinn Bill benefits.

The improvement in the longevity benefit under the Buckalew award resulted in an increase of longevity payments to \$2,000 at five years of service; \$4,000 at ten years of service; \$6,000 at fifteen years of service; and \$8,000 at twenty or more years of service with these increases to take effect in July 1, 2013.

¹⁰ The cost of this Quinn Bill award appears to be included in the City's formal May 7, 2014 offer to the Detectives; so, no change in the costing out of the Detectives' contract, as described earlier in this decision, needs to be made.

No good reason appears as to why the Detectives should not receive the same longevity improvements that the Patrolmen received. Accordingly, the Panel awards the Detectives the same longevity increase that the Patrolmen received with the same effective date.

Hazardous Duty Pay

The Union is proposing that its current hazardous duty pay be increased by .5% each year of the 6 year contract so that the Detectives' hazardous duty pay would equal the hazardous duty pay that Patrolmen currently receive. The City proposes no change to the Detectives' hazardous duty pay.

The Detectives point out that their current hazardous duty pay of 1.65% of the strip base not only lags that of the patrolmen but also lags that of Boston firefighters who receive hazardous duty pay of 7.75%.

While one can understand the logic behind the Detectives' proposal, one also must consider the overall cost impact on a 6 year agreement if this requested improvement were awarded. The formulation of a reasonable interest arbitration outcome embraces various tradeoffs undergirded by the Panel's perception of priorities and the necessity for a reasonable outcome for both parties based on application of the statutory factors. The judgment here is that this request should be deferred.

Also, it must be pointed out that the September 2013 BPPA award did not address nor include any increase for hazardous duty pay for Patrolmen. And, further, it is to be noted that the Detectives' hazardous duty proposal was not on the table at the time the JLMC entered the dispute.

Accordingly, the Panel awards no improvement in hazardous duty pay.

Union Release Time

The Union proposes to adopt the same Union Release Time provision that appears in the Patrolmen's, SOF, and Superior Detectives contract. The City seeks a somewhat more stringent provision than that accepted by the other police unions; the proposal that the City makes here was one that the City made in the BPPA arbitration but did not achieve.

The Panel finds no compelling reason to depart from the Union Release Time provision accepted by the other police unions. The City's proposal is rejected, and the Union Release Time provision found in the BPPA contract as well as the other police contracts shall also be adopted here.

Compensatory Time

The City proposes a comprehensive provision pertaining to compensatory time. The Union is willing to accept the City's proposal with one modification whereby the word "ordered" is replaced with the words "called in".

The Compensatory Time language with the one modification proposed by the Union appears in the other three police contracts. Again, no compelling reason exists to depart from the language that appears in the Patrolmen's contract as well as the contracts of the two other police unions. The City's proposal with the one modification sought by the Detectives, namely, the substitution of "called in" for "ordered" is adopted as the contract's Compensatory Time provision.

Detective's Exam

The City proposes to eliminate the contractual requirement that a detective's examination be conducted once every three years; the City argues that this contractual requirement infringes on a non-delegable power of the Police Commissioner. The Union proposes that the current

language of the contract requiring a detective's examination once every three years be retained. The current language provides:

"The City agrees to conduct an exam once every three (3) years for the purpose of determining a list of eligible candidates whom may be rated as detective." (Art. XVI, Sec. 25)

Despite the contractual provision requiring that the City conduct a detective's examination once every three years, the City has not complied with such provision. As a consequence, the Union has filed a prohibited practice charge with the Commonwealth's Division of Labor Relations (DLR), and a full hearing on that charge is scheduled to be heard before the Division of Labor Relations on March 2, 2016. Currently the City is using a list from 2011 which has 205 names on it, and of the 205 individuals on the list, 73 have either been promoted or have left the list for some other reason which means that 132 eligible officers remain on the list.

The evidence indicated that it takes roughly one year of advance preparation before an examination can be held, and that the examination can be a costly process, both in terms of the actual exam preparation as well as the cost of overtime coverage at the time patrol officers sit for the detective's examination.

It would be desirable for the parties to find common ground here on a proposal that suits both of their interests well; the Panel has reason to believe that a settlement between the parties can be found if both parties harness their minds to this task. Accordingly, the Panel is going to grant the parties 30 days from the date of this award to settle this issue between themselves, and if either party informs the Chairman of the Panel in writing on or before January 22, 2016 that this issue remains unresolved, then the Panel will issue its award on this subject; in the absence of such notification, the Panel will conclusively presume that this issue has been resolved.

Global Position System (GPS) Technology

The City proposes to install GPS based on Automatic Vehicle Locator systems in its police vehicles. Specifically, the City

proposes: "To improve the Department's deployment and supervision of personnel, to decrease incident/service response times, to protect its property and increase employee safety, the City intends to install GPS based AVL systems or other similar technology that allow the City to track its equipment and vehicles. The City shall provide the Union with written notice thirty (30) calendar days prior to such installation. In its written notice to the Union, the City shall identify the types of equipment and types of vehicles within which it intends to install GPS based AVL technology." The City says that it has the managerial right to install such technology, and that this issue is before the Panel only to show that the City has bargained to impasse over the impact of installing such technology.

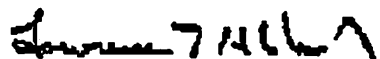
The Union opposes the above proposal if such proposal is given a broad application to include unmarked detectives' vehicles used for investigative purposes.

Deputy Superintendent John Daley, who oversees the implementation of technology within the Boston Police Department, testified that in the absence of performing an overtime patrol function or responding to 911 calls, GPS technology is not used for detective functions, and that, sometimes, GPS technology can be incompatible with detective functions. An example that was cited was one where it might not be in the interest of the Boston Police Department to permit a defense attorney to successfully subpoena and access GPS information from a detective's vehicle about a location secretly under drug surveillance.

Deputy Superintendent Daley testified that GPS technology is currently utilized only in marked patrol vehicles, and he further testified that in order for the GPS tracking system to operate, an officer must first turn on and log into the mobile computer located in the vehicle. Clearly, if there were a compelling reason for the movement of a vehicle not to be tracked, it would seem likely that both a supervisor and a detective could agree that the GPS system in the vehicle should not be activated.

The Detectives in this case are anticipating a potential issue which has not occurred to date, namely, the installation and use of GPS technology in unmarked detective vehicles. In the unlikely event

that an issue should arise over the GPS tracking of an unmarked vehicle, one would think that the City and the Detectives should be able to quickly resolve such issue since their interests would more than likely be aligned. In short, the Panel finds no compelling reason at this point in time to fashion an award concerning something that may never become an issue between the parties, namely, the installation and/or use of GPS technology in unmarked vehicles.



Lawrence T. Holden, Jr.
Arbitrator

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15 years: \$6,000

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Cumulative Risk Enhancement Adjustment: Effective the first pay period of July 2014, employees with 20 years of service shall receive \$3,000 per annum and employees with 25 years of service shall receive \$6,000 per annum.

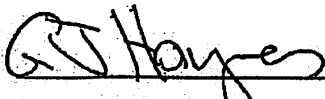
Hazardous Duty Pay: There shall be no change in the current benefit.

Union Release Time: Union Release Time shall be modified consistent with the language appearing in the BPPA arbitration award.

Compensatory Time: The City's proposal shall be adopted with the modification that the words "called in" shall be substituted for the word "ordered" in the first sentence of Sec. 1.C.

Detectives Exam: The Panel grants the parties 30 days from the date of this award to resolve this issue between themselves. If either party informs the Chairman of the Panel in writing on or before January 22, 2016 that this issue remains unresolved, then the Panel will issue its award on this subject. In the absence of notification to the Chairman of the Panel in writing on or before January 22, 2016 that the issue remains unresolved, the Panel will conclusively presume that the matter has been resolved by the parties.

GPS/AVL: The proposals of both parties are rejected. The Panel makes no award on this topic for the reasons expressed in the accompanying Opinion.



Gerard J. Hayes

Management Representative

Concur/Dissent

Raymond McGrath

Union Representative

Concur/Dissent

Lawrence T. Holden, Jr.

Impartial Chairman

In The Matter Of
The Arbitration Between:

**Boston Police Detectives Benevolent Society
And
City of Boston**

JLMC Case No. 12-2078
Contract Impasse Arbitration Issue by Issue
Date of Award: December 21, 2015

After having considered the evidence and arguments of the parties including the pertinent statutory factors set forth in Ch. 589 of the Acts of 1987, the tri-partite Arbitration Panel awards as follows:

Duration: The duration period shall be for two separate collective bargaining agreements with one running from July 1, 2010 through June 30, 2013, and the other running from July 1, 2013 through June 30, 2016.

Wages: There shall be the following wage increases:

FY11: 2.5% First Pay Period (FPP) January 2011

FY12: 1% FPP July 2011

FY13: 1% FPP July 2012

FY14: 3% FPP October 2013

FY15: 3% FPP October 2014

FY16: 3% FPP October 2015

Detectives shall not receive accumulated retroactive overtime pay for fiscal years 2011 through 2013 but shall receive accumulated retroactive overtime pay for fiscal years 2014 through 2016.

Parity Adjustment: \$2,000 shall be added to the strip base effective January 1, 2014.

Educational Incentive: Quinn payments to increase as follows:

FY14: 65%

FY15: 70%

FY16: 75% with the last 25% being converted to a flat dollar sum based upon the salary of a given detective.

Post-Quinn Bill degree holders shall be eligible for this benefit if they have obtained an associate's or bachelor's degree at an institution accredited in accordance with the requirements of the Quinn Bill.

Longevity: Effective July 1, 2013 non-Quinn employees shall receive the following longevity benefits:

5 years: \$2,000

10 years: \$4,000

15 years: \$6,000

20 years: \$8,000

Cumulative Risk Enhancement Adjustment: Effective the first pay period of July 2014, employees with 20 years of service shall receive \$3,000 per annum and employees with 25 years of service shall receive \$6,000 per annum.

Hazardous Duty Pay: There shall be no change in the current benefit.

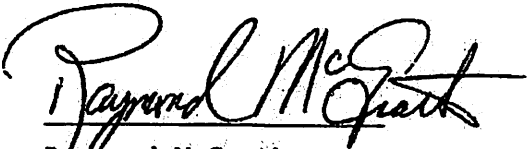
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Gerard J. Hayes
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Concur/Dissent.



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Impartial Chairman