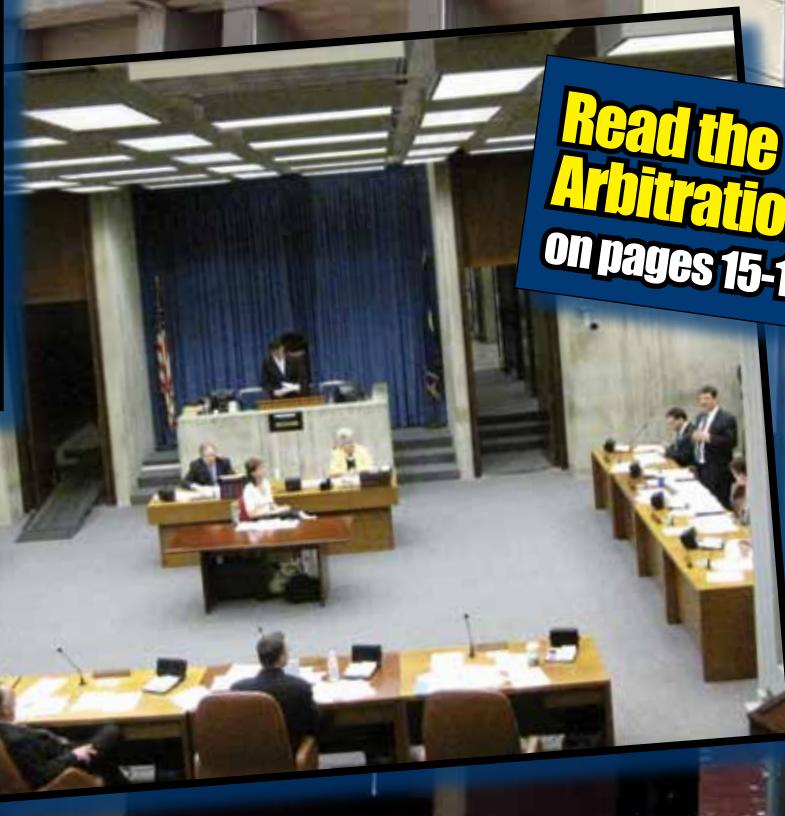
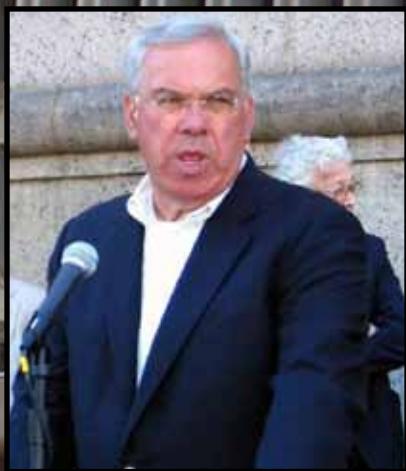


# PAXCENTURION

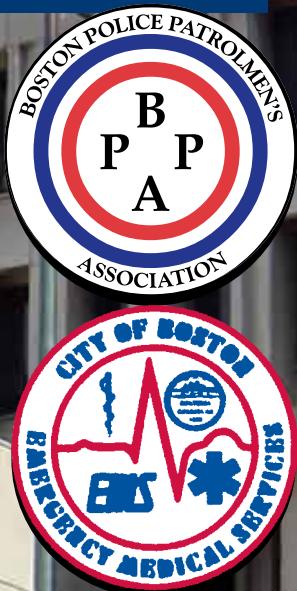
The Newsmagazine for the Boston Police Patrolmen's Association

## Arbitration Award Issued Angry Mayor Reluctantly Submits to City Council for Approval... Political Games Begin

See story on page 11



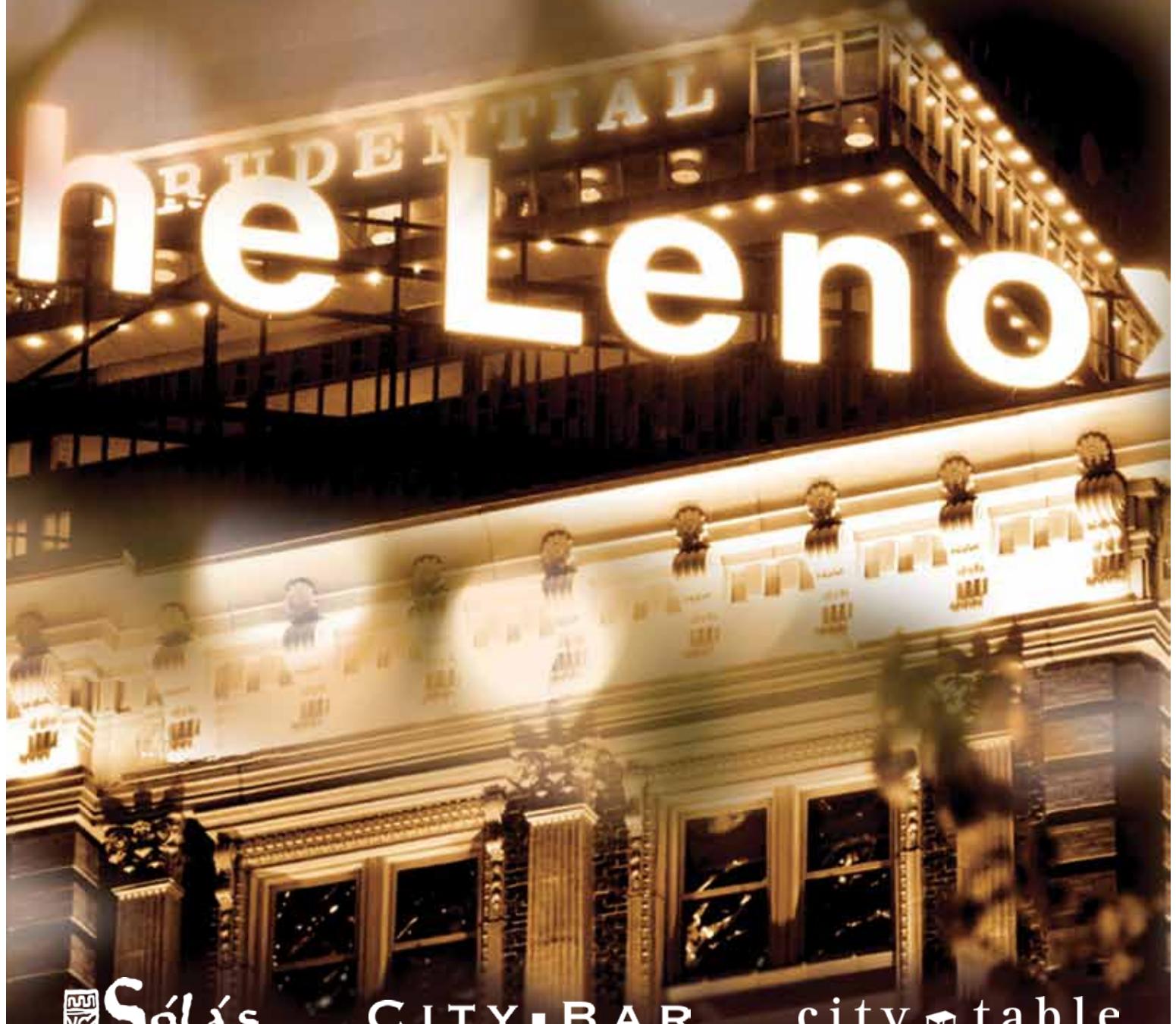
**Read the  
Arbitration Award  
on pages 15-18**



September/October 2013

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# Parity: It's not a dirty word!

The Dictionary defines the word "Parity" as "... equivalence, as in amount, status or character..." Other definitions include "...a relative similarity between amounts or entities....". "Parity" with the Boston Fire department was what the BPPA bargaining committee was directed by the House of Representatives and the membership to attempt to achieve in this current award. And, by-and-large, the arbitrator's decision does just that.

As it currently stands, firefighters earn an average of \$16,000 above and beyond a similarly-situated police officer in base-pensionable pay. We have examples of a 30-year police officer making \$300.00 *less* than his five-year firefighter son. A Boston Police Sergeant's firefighter-daughter (again about five years on the job) makes a few dollars *more* than her Dad, the Sergeant. This is simply untenable. And while we're discussing "parity", let's include our world-class EMT's and Paramedics. They are as essential as any police officer or firefighter, and play their own critical role in saving lives and protecting this city. And they are being treated as shabbily by the Boston Public Health Commission (with whom they bargain) as we are by the City Labor Relations Office.

Certainly, the arbitration decision does not – *cannot* – satisfy everyone. We all look at the decision through the prism of our own particular, individual circumstances. In other words: Is it good for me and my family, at this point in time? In some circumstances, the answer will be yes, for others, the answer may be no. We negotiated with the city for three long years, (starting long before the last contract expired in June 2010), and the negotiations were ultimately fruitless. We were being strung along, purposefully, by a few city officials who publicly say how much they "appreciate" your fine service, but behind closed doors have nothing but contempt for the work you do and for your union. They spent countless thousands of taxpayer dollars on highly-paid, outside attorneys who relished denigrating your current contract, this union and every police officer. In meeting after meeting, they tried to present false, contrived statistics showing your pay to be an average of "\$109,000". They tried to include an "average" of detail and overtime pay (both forced and voluntary) as being "equal" to that of a firefighter. (In other words, comparing a 40-hour workweek to a 60 -70 hour workweek.) To say this was comparing apples and oranges would be a mild understatement.

average of "\$109,000". They tried to include an "average" of detail and overtime pay (both forced and voluntary) as being "equal" to that of a firefighter. (In other words, comparing a 40-hour workweek to a 60 -70 hour workweek.) To say this was comparing apples and oranges would be a mild understatement.

In truth, it was the City who proposed proceeding to arbitration, not the BPPA. After discussion, we agreed as negotiations were going nowhere. And it was the city who proposed arbitrator **Tim Buckalew**, not the BPPA. We agreed in order to move the proceedings along.

When the decision finally came down on Sept. 27<sup>th</sup>, we were pleased with some items, and not pleased with others. We all wanted more retroactivity, but we have to live with what the arbitrator decided. That is what we agreed to, and we stand behind our agreements, both verbally and in writing. Obviously, many in our fair city do not, and openly flout the law with regards to "favorably" reporting the arbitration decision to the city council.

As of this writing, the award has been sent by the Mayor to the City Council for approval of funding. ("Final and Binding" arbitration existed before the passage of Prop 2 ½ in the early 80's; what exists now is subject to approval by the City Council.) It was submitted on October 9<sup>th</sup>, formally, so that allows the Council up to December 9<sup>th</sup>. We are very much aware of the political dynamics at play during an election season. There are those who pat you on the back one day, and then stick a knife in you the next day. All of those who responded to our questionnaire answered that they would support whatever decision came back from the arbitrator. Let us see if they are men and women of their word, as we are. Please call your particular city councilor, encourage their support and thank them if they stand with us. Have your family members and friends do likewise. If this award does not pass, we find ourselves back in political limbo-land. Thank you, and hopefully, we will have good news for the December *Pax Centurion*.

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**Boston Police Patrolmen's Association, Inc.  
Boston Emergency Medical Technicians**



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# Close to achieving parity, Safe Street Teams & IOD

**A** side from telling you what you already know...the award works for all but at varied timelines and would not have passed a ratification vote given the early calls received. The arbitrator has saved the City millions by pushing back increases and incentives that for many aren't attainable at this time in their career. The arbitrator's decision to embrace a 6 year deal as opposed to a 3 enabled him to back end the award. The arbitrator realized that if his award was for 3 years it would probably look like a standard 3 fours across the board for 12%. Though more acceptable to our membership in that it is inclusive to the entire group and balanced in retroactive monies...from the arbitrator's standpoint that would have produced a larger cost to the city and attainable base wage increases for the upcoming fire arbitration perpetuating the status quo of both groups chasing the other's successive increases but not solving the underlying disparity issue.

The arbitrator closely measured the effect of our award on the continuing Fire negotiations by issuing 1, 1, 3, 3, and 3 for base wages over the back 5 years...limiting our retro and giving the city an improved position to argue against the Fire receiving anything but our base wages. No doubt Fire will attempt to capture dollar for dollar increases in addition to the base. That and the TCAP will frame their fight. Fire received an average of \$29,000 per for retro last cycle...ours will be in the area of one quarter of that if funded. Comparing total cost for similar time lines had the Fire at \$104 million and the Police at \$80.4 million.

Some wonder why the constant "compare and contrast" with the Fire. Both groups are each other's so-called most important "tie breaker". Each carries the most weight in determining the others credible parity for an arbitrator. The BPPA filed 203 Union exhibits along with additional joint exhibits many of which dealt with disparity between our groups. The "cardinal sin" for any city administration is to deviate from the norm. That is to let the disproportion of pay get to where the police and fire are presently. Here are a couple of past issues that would qualify as sending a "ripple effect" into the uniformity of the parity relationship. These did not come from an arbitrator but from the administration. The **TCAP**, was a side letter of agreement incorporated into the Fire CBA in 1987 that gives every 5<sup>th</sup> year firefighter an additional 1% every time their contract opens which has generally been at least once annually and after police groups have settled.

Regarding the City administration's attempt to sway the City Council that the BPPA bargained for their educational incentive, knew the inherent drawbacks and does not deserve longevity parity with the Fire...please understand what followed. When the Police received the **Quinn benefit during the bargaining cycle from 1996 through fiscal 2001**...our wage increases were 4, 4, 3, 3, 0, and 0...the 2 zeroes representing the "quid pro quo" for receiving the educational incentive. Shortly after the police had settled, a 5<sup>TH</sup> year firefighter during the same cycle received 5, 5, 4, 4, and 10 in the last 2 years in which the police took zeroes. The TCAP included 6% for a 5<sup>th</sup> year firefighter...so the Fire received close to Bachelor's degree money in addition to base wages during that cycle...the "unlimited sick time" swap also had a nice ring to it. So if the BPPA knew the inherent drawback was going to be the administration's "disproportionate payout" that laid in wait...make no mistake prior to bargaining the *Quinn incentive* the BPPA would have opted for the Fire package. After addressing members

regarding our award one member inquired as to which side of the table the administration sat during that Fire negotiation.

Understand this is not a jealous rant but rather a response to recent statements such as "We can't give away the store" from the corner office seeking to lessen our award. Given the city's questionable attempts at reasoned "give and take" one might think that the corner office would show good sense in realizing the factual bargaining history before launching their propaganda campaign blaming a flawed arbitration system for their self-induced state of affairs. The city attempting to make the mutually agreed to process the scapegoat is way off the mark. If anything this arbitrator creates a recalibrated template to help put the city's house back in order. The arbitrator unquestionably got it... the case went in well and why shouldn't it, the difference in base wages for similarly situated 5<sup>th</sup> year employees is unprecedented both in the state and country.

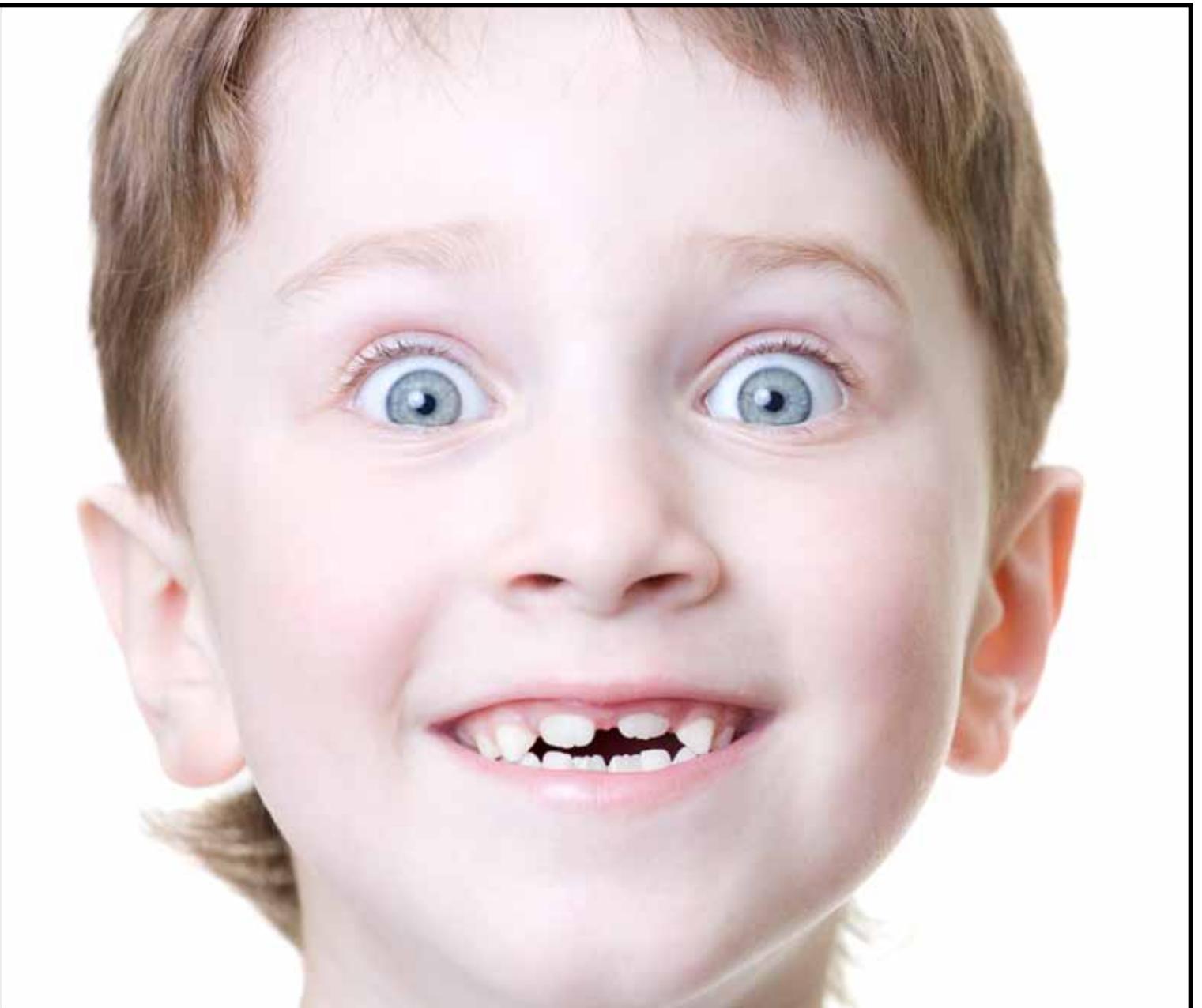
Comparing other benefits from "Injured on Duty", a city issue that was withdrawn by the city for fear that the police would receive the firefighter package...to an additional 60 hours of sick time annually...to over 1,200 more hours of buy back at retirement...to the TCAP. Ironically, these were all Fire benefits secured at the bargaining table from the administration, not an arbitrator. The administration wanting a do-over is not surprising but the facts do not support the city's desired outcome despite the media's ill-informed portrayal...just follow the money trail for the past 20-plus years.

Bargaining against ourselves makes little sense since the mutually agreed upon dispute mechanism has rendered a verdict. The fact that funding was not passionately or otherwise argued at the table speaks volumes as to the large amount of funds that were identified as unencumbered and not earmarked as administration members claimed. We understand that the City Council got this dropped at their collective doorstep for a second time but it is not tasked with renegotiating this outcome only with funding. The Council has 60 days from October 9<sup>th</sup>.

On or about September 4<sup>th</sup>, an article by the Herald's Richard Weir spoke of a "doomsday scenario" that could cost the city upwards of \$125 million in police back pay in effect crippling the city. On September 28<sup>th</sup>, Richard Weir penned a follow up article that makes note of the city's new costing of the award...it is more in the range of \$80.4 million according to the city advocate's dissent letter. It is hard not to conclude that the administration's sponsored, original article was acknowledged in the form of an approximate \$40 million dollar back-ended "mulligan". Did the arbitrator purposefully give the city advocate a snapshot of what a comparable contract to the Fire would look like with up-front benchmarks going back to the 1<sup>st</sup> year of the bargaining cycle? Something prompted the administration to put the September 4<sup>th</sup> doomsday article in motion because after the one-time, \$125 million pin-ball type number was mentioned...it was never to be heard again.

The JLMC (Joint Labor Management Committee) helps provide a level playing field for police and fire. This essential alternative generally ensures neither side is happy with the outcome for reasons that are readily identifiable but the option of having the media decide our fate is non-negotiable. The JLMC must be safeguarded at all costs and accurate representations of How, When and Why the city and

See **Vice President** on page 34



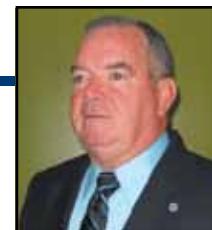
# Mug shot.

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# There are NO RULES in politics!



October 18, 2013 is the end of my 41<sup>st</sup> year working full time for the U.S. Government, the Commonwealth or the City of Boston. Some would accuse me of spending my life on the public 'teat', hopefully others would recognize the fact that I've dedicated my adult working life to serving and protecting my fellow citizens and family. Some of us jump into life with abandon and attempt to 'score' whatever they can for themselves, some jump from job to job and fall into whatever pays the bills, some manage to scratch out a living doing what they love, while others believe they are called, called to perform a duty. That duty may be educating our young, treating the ill etc, or in my case serving in uniform. Whether it was a military uniform on active duty serving through two wars or a reservist and guardsman at the ready to go. Working in the oldest prison in the country or searching out those miscreants that attempted to escape justice, or for the last twenty years serving as a Boston Police Patrolman. The bottom line is that I believe that I, (like many of you), had a calling. With that calling came a code of conduct, an expected behavioral pattern if you will. I have always attempted to live up to those expectations, I have always attempted to live my life as an honorable man of integrity. If and when I fell, I always picked myself up, brushed myself off, apologized, corrected my actions and continued as a truthful, honorable man with integrity. There were and are rules. Rules that govern life, rules that govern society, there are rules that even govern war. Sadly I've recently realized after 59 years of life and 41 years of dedicating my life in service to my Country, State and City, there are **NO RULES** in politics! That's right, I said it, there are no rules in politics. You see, you can enter into agreements with other parties and even if those agreements are governed by laws, the politicians can just ignore the rules with no consequence. Some politicians will stand in public and with the assistance of a subservient media, (who are pushing their own agenda instead of reporting the truth), and simply stretch the truth, ignore the law or make it up as it goes to suit their political needs. Politicians who sign agreements, (or pledge in writing such as Mayoral wannabe John Connolly), stating they will support legally mediated disagreements can simply say; never mind, I changed my mind, the winds are blowing a different way than they were in April. Yes my friends and fellow police officers, ladies and gentlemen that have dedicated their lives to serving and protecting society, that followed and enforced society's rules, that have been honorable and served with integrity there are **NO Rules** in politics or for some politicians.

In my last article back in June, I publicly asked the City Administration to step up and show the world how the city really feels about its' Police Officers and Public Safety personnel. Well, I guess the City and certain politicians did just that, it just isn't what I expected. Talk about naïveté, I actually believed that in the end, the City labor team and others for that matter, would step up and end this charade,

grant us a fair contract and move on. But no, not only didn't they 'Man Up', they did just the opposite, they fought us every step of the way. Fact, the City labor management team declared impasse first, the City labor team requested arbitration first. The City labor team nominated the current arbitrator, the union only agreed after all of our nominees were dismissed, again by the City team. They are the ones that dragged bargaining and arbitration out so long that the Arbitrator was granted the authority to settle two, three year contracts. They are the ones that **NEVER** moved from an offer of 0, 1, 2, 3, 3, & 3 for 12% over six years. Then during arbitration they tried a little sweetener by also offering an education package that would have benefitted 35% or 40% of our membership claiming it equaled 19%, wow thanks! Over the

past few years, some of these same people even supported the state house in reducing our pay of up to 12.5%. They are the ones who managed to push the entire Arbitration process into the middle of a Mayoral race so it would be used as a third rail topic by the media. They are ones that stand up in the media and make statements to the public to enrage them having them believe we are greedy pigs at the trough.

Each and everyone of you that have attempted to inflame the public against your public safety personnel should be ashamed, you should be forced to publicly admit it has been your 'modus operandi' to drag your feet and force these negotiations into arbitration, but no, that won't happen, because **Politics has No Rules**.

Over the past several weeks the BPPA and you, the membership have been dragged through the proverbial mud. Your union, and you the membership, have been portrayed as money-hungry, overpaid pigs that don't deserve to be paid never mind receive a well deserved raise or a decent pay check that would allow you and your respective families to enjoy a tiny bit of life together. A picture has been painted by some within the city administration, local media and the regular haters that we all make \$100,000 plus a year and have no right asking for more, **AN ABSOLUTE LIE!** I just don't know any other way to articulate it. The city mouthpieces continue to lie about **EVERY** aspect of our pay, about **EVERY** aspect of how many hours we are forced to work and what our pay is **REALLY** worth. These outright **LIES** are printed in big bold letters on the front pages of every local newspaper and are spewed along with their hatred of us by many within the local media circus. If and when any truth is reported at all, it will be buried deep within the story in the pages of these rags or as a side note within a verbal report by the minions that claim to **REPORT** the news. All I can recommend, is to try and not let any of this crap get to you. After all we are human beings and not the pigs certain people or media outlets would have one believe. Continue to act in the professional manner in which you always have. Hold your

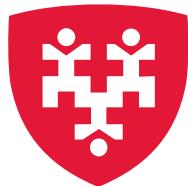
See **Secretary** on page 39

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# An overview of the Arbiter's Award

**A**s everyone is most likely aware by now, we have received the award from the arbiter on our long outstanding contract. As in any award issued by an arbiter there are pros and cons to it. I do not believe that anyone of us is thrilled with the award but that is how the process works. Let's try and take an overall look at this decision.

We are all aware that there was little to no retro pay awarded to us. For the first three years of the expired contract we received a total of 4.5%. It is estimated that there will be about \$7-\$8,000 in retro pay before the government takes their share. That is before taxes. I understand that we were all looking forward to the checks the Boston Fire received only three years ago but we are not going to get them. It is what it is and we have to move on. Furthermore, we were denied by the arbiter any retro money at all for all the overtime that we worked. That in of itself is a disgrace, if we received the minimum that we did in retro pay then there is no doubt that it should be attached to our overtime as well. Again the arbiter denied it and we have to move on.

That is about all the negativity there is to the contract. I understand that there are still things that some of our members are not going to like about the contract but what can we do about it now? I do not want to be dismissive on the little retro we are going to receive; it is a disgrace but

we have to move forward. Oh sure we can kick, scream, shout, sulk, and cry in our drinks over it but that is not going to change anything. The award is the award so let's try and focus on the positive and not the negative.

On the last three years of the contract we will receive a total of 9%, which is 3% a year. Then there is the parity adjustment of \$2,000 which is about another 3% according to our attorneys. Now we are up to around 12% for the last three years with 6% coming in this very year. So now things are starting to look a little bit better. Every member of the BPPA will receive this 6% this year.

Later in the contract the arbiter addressed the longevity clause. He awarded anyone who has worked 5 years as a patrolman \$2,000 which is about a 2.7% raise in addition to all other percent's awarded prior in his decision. Any member who has worked 10 years will receive \$4,000 in new monies above all previous increases. Any member who has worked 15 years will receive \$6,000 in new monies which is about 5.5% increase above and beyond all other awarded raises in this contract and any member who has served as a patrolman for 20 years will receive \$8,000 another 5.5% raise. This contract has suddenly taken a pretty good turn.

Then the arbiter created a "Cumulative Risk Enhancement Adjustment". Here he drastically increased the longevity for those of our members who have given so much of their lives to this profession. Beginning in fiscal year 2015, which is July, 2014, any BPPA member who has worked 20-24 years will receive an additional \$3,000 which is about an additional 4% to all other raises. Then on that same date any member who has worked 25 years or more receives a \$6,000 increase to all other raises which is about an additional 8% increase. These are very nice pensionable increases when you no longer feel or are capable of doing paid details.

In an attempt to keep this simple, the way that I have tried to explain this contract is that it is not an "old man's" contract. There are things in this contract for every member of this association. Allow me to try and stay on my point here. These longevity awards that the arbiter put in place are here for everyone who reaches those work years. It is like a pot of gold waiting for you at the end of the yellow brick road. It will just vary when each of us reaches the end of that road. However, when you do reach the end there is your pot of gold just waiting there for you to collect. And unlike the Quinn money, you do not have to do anything for this pot of gold except reach the year markers. Just do the time and the money is yours. If you just reflect on it, it is not a bad set up.

Then for the younger members, you too have some potential increases just for you. The arbiter, who believes in an educated police force, awarded a new educational incentive. Now as of 2009, no new members of the Boston police could receive any educational benefits. Furthermore, any current members back in 2009 who were not

receiving any Quinn benefits could not go and earn them. The state of MA made it clear, if you were out then you were out and never getting in. So, now under the arbiter's award, all members of the BPPA who were not receiving or entitled to any Quinn benefits are now afforded the new

educational incentive which almost mirrors the former Quinn product. Members receiving no educational incentive will now be able to receive the City's portion of what once was the Quinn Bill, 50% plus a flat rate of \$2,100 on top for an associate's degree and \$4,100 for a bachelor's degree. If you are just on the job with only one or two years and you currently have an associate or bachelor's degree in Criminal Justice you will now be entitled to these monies under the arbiter's award. So this benefit is for the younger and newer members.

If each of us sits and really tries to look this award over I believe that you will be able to find something there that affects you in a very positive way. The author of this award did a splendid job in setting up a template that a future arbiter can critique in his or her own way. He laid the ground work to increase our pay with little to no effort. Even the longevity pieces we will all one day be entitled to. Almost everyone one of us to a person will see the twenty and twenty-five year mark. (It comes quicker than you think.) Then you will understand the importance of receiving that increase at that stage of your career. After working for that many years you may not want to do as many details and overtime shifts and with the longevity kicking in maybe you won't have to.

I hope that this brief overview of my opinion of this award has helped some of the membership to see the positive of this award. I realize that the majority of us are disappointed in the little retro money we will receive. Then again looking back if the arbiter did award us what we call our full retro think of the issues we would have to get that funded. Things do sometimes work out for the best. Again, I hope that I was a little successful in explaining the major points of this award and hope that some of you can now see the positive points in the award. I appreciate your time in reading this article and as always, let's be careful out there.

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# Arbitration award issued

## Angry Mayor reluctantly submits to City Council for approval, political games begin

By James Carnell, Pax Editor

**A**fter almost 3½ years of waiting, arbitrator Tim Buckalew finally issued his decision in our long-delayed contract morass, awarding what amounts to basic parity in pay between police and fire. Pay parity was the first priority of the BPPA bargaining committee, in light of the fact that firefighters currently make about \$16,000 more, on average than a similarly-situated police officer.

After three years of negotiation proved fruitless, the City filed for arbitration in 2012 and began long and frustrating arbitration sessions last November. Hearings and meetings dragged on through September, some 24 separate sessions. The decision was finally rendered on Sept. 27<sup>th</sup>. The award covers a six-year period and will cost about \$80 million dollars, NOT the \$125 million that the bought-and-sold media have reported. The award was leaked to the press before even our own bargaining committee was afforded a copy, obviously by City Hall

cronies. In typical perverted fashion, the City tried repeatedly to assert that BPPA members "make an average pay of \$109,000." As all of us know, that is FALSE. "AVERAGE" pay for a police officer is about \$70,000-\$75,000. The City attempted to mix ordered overtime assignments and voluntary details into our base pay and then presented that to their

The Mayor grudgingly sent the contract to the City Council on October 9<sup>th</sup>, where the councilors have 60 days to hold hearings, pass the award or deny it. As all of us know, we are in the midst of a political season, where skullduggery is rampant, promises are made and broken, and alliances occur behind closed doors.

compliant and willing consorts in the media as our "average base pay." A 40-hour workweek cannot be compared to a 60-, 70-, or 80-hour work week, but that's what they tried to portray. And as we all know, much of that was in the form of ORDERED, mandatory overtime shifts due to the BPD being chronically short-staffed.

Despite the fact that the Mayor is required to favorably report the arbitration award to the City Council, he immediately went on a tirade and slammed the decision as "too expensive." (All of a sudden, the social liberal becomes a fiscal conservative when it suits his purposes...) . The Mayor grudgingly sent the contract to the City Council on October 9<sup>th</sup>, where the councilors have 60 days to hold hearings, pass the award or deny it. As all of us know, we are in the midst of a political season, where skullduggery is rampant, promises are made and broken, and alliances occur behind closed doors.

Even though some members are not happy with everything in the award, (nobody ever is, that's the nature of arbitration: we get some things we wanted and the city gets some issues they wanted...) we urge you to contact your councilor and request passage. The alternative – should the city council deny the award – is that we would find ourselves back in fruitless negotiation with the city, exactly where we were in January, 2010, when talks began.

And that's exactly where the city wants us to be...

# IT'S TIME FOR A REVOLUTION IN CONCEALABLE ARMOR



# A *Globe* Editorial or... More lies from the local media

By Lawrence Harmon, *Boston Globe* Columnist

Bostonians respect their police officers and don't resent their average \$109,000 annual salaries that include overtime and detail work. But residents also know that the city's longterm safety depends on extending the school day and increasing the number of pre-kindergarten seats. A new police contract that adds \$83 million over six years to the city's personnel budget squeezes out a lot of important work. And then there is the issue of basic fairness: The arbitrator's 25.4 percent raise for the police over six years is roughly double that received by 30 other city unions. There is a simple way to nullify the arbitrator's award and send the patrol officers and city negotiators back to the collective bargaining table: The majority of the 13-member council rejects the contract.

Boston City Council President **Stephen Murphy** wants to throw a pity party for his colleagues who are frustrated or upset by the need to vote up or down on a labor arbitrator's bloated contract award to the Boston Police Patrolmen's Association. Let's hope it's a small affair.

If a majority of the 13-member Council votes to nullify the arbitrator's award, then the patrol officers and city negotiators go back to the collective bargaining table, where they belong. Actually, the councilors don't even need to go on record with a vote. They could simply use back channel methods to inform the patrolmen that the contract puts too great a strain on the city budget. That's how councilors succeeded in bringing the city's firefighters back to the table in 2010 after they, too, received an inflated arbitrator's award.

But the spine of the council appears less steely today. Murphy, a seven-term councilor who sees political intrigue behind every precast colonnade in City Hall, believes that the "intransigence" of the Menino administration – not the stubbornness of the police union – is the source of the impasse.

"He [Menino] tangled up a ball of twine and dumped it in our lap," said Murphy. "We're being brought in for the second time in four years to clean up the [Menino administration's] mess."

The councilors are the last line of defense against overly generous arbitration awards.

Murphy is so miffed that he wants to require city negotiators to receive council approval before they can agree to enter into arbitration. But how would that help to resolve the current situation? It was the police union, not the Menino administration, that petitioned a state labor committee to take jurisdiction of the case.

At least there is no boo-hooing from at-large councilor and mayoral candidate **John Connolly**. He said he will reject the contract when it comes to a vote.

Some of the council challengers who made strong showings in last month's preliminary election are also showing political courage. Challenger **Michelle Wu**, who is trying to win one of two open at-large seats, said she has pored through the contract. "The award sounds very expensive," said Wu. "I would lean toward a 'no' vote."

Another at-large challenger, **Jeff Ross**, said that he supports a healthy raise for police. But not this healthy. "I would vote to send it back for further negotiations," said Ross.

Some incumbents, meanwhile, are ducking. District Councilor **Sal LaMattina** of East Boston wants to "study" the matter. And at-large Councilor **Ayanna Pressley** called the situation "daunting" with "compelling issues on both sides."

The most intense thing going on here is the councilors' discomfort at getting caught in a tight political spot between the police and the taxpayers. But that's part of the job they ran for. The councilors are the last line of defense against overly generous arbitration awards. And they have served in that role since 1987, when the state Legislature granted the power to appropriating bodies, such as city councils, to reject or modify arbitration awards to police and firefighters. Since 2004, elected officials in Worcester, Holbrook, Somerville, and Northampton have stood up to arbitrators. Boston's councilors need to show some backbone, too.

On Wednesday, Murphy is expected to set a date for a council hearing on the police contract. But the basic facts are already known. The city offered a reasonable wage increase of about 19 percent over six years. The police wanted about 30 percent over the same period. The arbitrator split the difference. But this outcome isn't Solomonic. It's expensive — too much so. And the damage will be compounded when other public safety unions hold out for arbitration to get a similar deal.

Boston city councilors often complain that they have precious few duties that really make a difference in the operation of the city. Suddenly one arises, and they go wobbly in the knees.

(Reprinted from the *Boston Globe*, October 9, 2013.)

## BPPA Secretary Pat Rose responds...

Larry, Do you actually sleep at night? What ever happened to journalistic integrity? Try printing facts just once in a while and stop being a lap dog for the Menino administration, or is it that you just hate cops?

If it's the latter, then admit it to yourself and move on, if you actually believe your own drivel you should really take a long look in the mirror and consider alternative employment because it was the Menino administration that first stated they were at impasse and requested arbitration, not the Union, a matter of fact and record.

It was the Menino administration that demanded the Arbitrator who was assigned by the JLMC, not the Union, a matter of fact and record.

The city pays **NOTHING** towards details, it actually earns a 10% 'handling fee', details and overtime do **NOT** factor into one's pension.

An average fire fighter earns and pensions out at over \$300.00 per week over the average police officer. If it's details you want to fight, then have at it but don't lie about the arbitration process.

I really don't know a lot of cops that get up every day saying "boy I want to go out and work another detail so I can pay my bills and only have six or seven hours off in a twenty four hour period", it's a second job just like the rest of society working second jobs, you get paid if you work the hours.

It's amazing that no one ever reports that a Boston Cop is **NOT** allowed by rules and regulations to work anything but details as a second job unless the Commissioner **ALLOWS** it in writing, think maybe that's by design of hiz Honor? You know, a bunch of cops in uniform on the street that the city doesn't pay for?! I could continue but I realize you're just another hater that writes what he's told, so be a good lap dog, get a pat on the head and go snuggle up to write another hate-filled article to be read by the uninformed.

# Contact the City Council

**N**ow is not the time to debate the merits or lack thereof of this contract. We, you and I, already know it's much less than we deserve, the numbers and amounts that have been reported have been overly inflated by the city and press to infuriate and agitate the citizens of this great city. Now is also **NOT** the time to sit on our laurels! We must garner the support we are deserving of. I would ask that starting immediately, we contact every single person, organization, friend and family member that we know or owe us a favor and please ask them to start the phone calls to each and every City Councilor in Boston **NOW**, ask them to support and vote in favor of our legally arbitrated award. Prior to this award being attacked by the Mayor and his staff of hypocrites or being illegally leaked to the press two weeks ago in an attempt to submarine all of the work that has gone into the end product, each and every candidate for the Mayor's seat stated that they would support the JLMC and the Arbitration Process, each stated they would support the Lawful Resolution of this four year long collective bargaining dispute between us and the city. Each and every City Councilor also stated that they would support the legally arbitrated award and the arbitration process.

We need to take it upon ourselves to fight for what we are owed. Remember we are the good guys. We are the ones that champion neighborhood sports, we are the coaches, the mentors and alike, we are the ones that support neighborhood groups, organizations and Boston area families. Our members continue to give to the community even without a contract. In the time that we have been without a contract, our members have donated over a half a million dollars out of our member dues to local sport teams, groups, organizations, zoos, libraries and local museums etc. This is our city and we can't afford to let outside interests, opinions and local media dictate city policy.

We've all heard the foolish sound bites and read the lies in the *Herald* and *Globe* over the past few weeks. It's time to set the record straight. We have to get the **FACTS** out there and maybe, just maybe, someone who still believes in the **TRUTH** as opposed to swaying with the wind will spread the word to the citizens of Boston. Don't bother arguing with the haters, you could be offered \$10 a week and they still would say you're overpaid. Don't bother arguing in the stupid media blogs that only helps promote the lies being reported. I, like you, would like to vent also, but again now is not the time. Below you will note several facts that might aid you or those you speak with in answering questions over the award.

1. The approximate total cost of the award over a six-year period is \$80 million. Not \$125M or \$100M as previously reported and leaked by the City to the press over a two week period, (illegally leaked I might add).

2. Comparing it to the BFD contract of 2010 is a joke. The BFD with only 1,200 members received a \$105M contract over five years in 2010, with full retro (deserving of every penny, but so are we). We have 1,500 members and it is a six-year award for \$80M. It's \$25M less, How is it unsustainable? It sounds like a deal to me.

3. It is a six-year award that should be retroactive to July 1, 2010, however it starts on January 1, 2011. In my opinion, the award is specifically balanced to benefit the City of Boston for the first three years awarding us only two and a half percent for six months starting on January 1, 2011 with a 1% on July 1, 2011 and 1% on July 1, 2012. Over those same three years a Fire Fighter earned between \$48,000 and \$60,000 per Fire Fighter more than a Patrolman in base wages! The arbitrators award only allows for approximately \$6,000 total retro per patrolman, (even though we've been without for over three years

whereas the average fire fighter received approximately \$30,000 in retro at their signing, again fully deserved and warranted but so are we!). Once again, the city saving millions that we will never see!

4. The award on the last three years "starts off-cycle" on October 1; the city's actual fiscal year is July thru June. Starting the 3% raise in October instead of July once again saves the City **millions** that we will never see.

5. It is obvious to anyone that has ever negotiated a contract in Boston or Massachusetts to see what the Arbitrator was attempting. Instead of complaining about him or calling him names, (that should be reserved for our members), the City Management should be applauding him for the way in which he evenly applied raises inside of the award that could not be accessed by other City Unions (i.e. future fire CBA) and awarded us small base % increases on the face of the award that other unions would be entitled to under the collective bargaining parity rules. Again saving the City **millions** at our expense, but still masterfully closing the enormous gap between us and the Fire Fighters in a relatively short time from today. Do I like it? **EMPHATICALLY NO**, but the City Managers are either too selfish, too blind to the facts, too ignorant, too hateful or all four to see that this Arbitrator corrected a problem created by the city management back in 2010 and their own inefficiency in labor negotiations. Based on his obvious strategy, within the next round of negotiations, Fire and Police should be back on an even playing field as long as the City doesn't get in its own way.

6. The Quinn Bill, which was bargained between the City and the Union was disassembled, cut, capped and destroyed by politicians attempting to screw police officers, (what can I say, we're an easy target). That action caused a pay cut, a reduction in pay, a loss in pay (for you in City Labor Management, that means we made less money) of up to 12.5% of our salary. The City will blame the state, the Mayor will blame the state, but don't kid yourselves they did **NOTHING** to stop it and in some cases promoted it! The city could have stepped up at that time and assumed their moral obligation and responsibility and paid the difference, like **MOST** cities did! regardless of contracts, but **NO**, not in Boston, "screw 'em" was echoed through the halls. So even if you use the inflated number of 25.5% increase, deduct the 12.5% Quinn for real numbers of 13% over **SIX YEARS** as a real increase in pay! 13% over 6 = 2.16% a year in real increase. Unsustainable, give me a break. COLA is 3.4% a year which we don't see! Remember the Quinn, we took two zeros, the City got drug testing, the City got residency, the City had the indemnification clause overturned after ratification. Then the City felt **NO** moral obligation to make up the loss, but got to keep all their goodies! Bad faith? You tell me!

7. The Arbitrator once again used superior intellect and logic when he devised a plan to reinstate or continue the Quinn and open it up for new hires to ensure an educated department, but simultaneously capped the payment protecting the city from future exposure. Do I like it, **NO**, but again he did what should have been done through negotiations by bringing Quinn and Longevity into the same neighborhood without breaking the bank and keeping within reach of fire. Once again, the City should kiss his ring finger, but instead can't or won't understand he did a masterful job **FOR THEM**. I mean did any of these politicians, cracker jack reporters or pundits even read the award or contracts (past and present) in their entirety???

See **Contact** on page 14

# Contact the City Council

From **Contact** on page 13

8. There is a new claim that the City offered us 19% over six years, **A TOTAL LIE!** The official offer from the City never went beyond 0, 1, 2, 3, 3 & 3 for a total of 12% over six years. The only offer on the Quinn was to cap it at a specific dollar amount, that would have only covered approximately 35% of our membership based on current status.

9. One of the great lies and statements concerning our pay always mentions Details. The city negotiators from day one have insisted that outside work; i.e. paid detail assignments are included in **THEIR** calculation of your "total compensation package," even though the City and its taxpayers **DO NOT CONTRIBUTE ONE RED CENT** towards that pay and actually the City realizes a 10% profit in cash from your detail work, (approx 3.6 million to the city coffers last year alone) they continue with this foolishness. In addition your details or forced overtime **DO NOT** contribute to or are factored into

your retirement. So it is a complete falsehood or **LIE** to infer that the extra 40 hours a week you are forced to work is part of any "Total Compensation By The City." The general public is unaware that you are prohibited by rules and regulations from outside employment! You cannot get a second job outside of the department unless you are **GRANTED** permission in writing by the Commissioner and we all know what that means. Thankfully the Arbitrator saw through that fabrication of facts by the City's team and did not consider your forced overtime or paid details as **CITY COMPENSATION**.

10. The Mayor and his spokesmen are disingenuous and out of line with all of these theatrics and media soundbites. This Union and the City along with the Mayor are bound by law to **Honor, Accept and Recommend Favorably** to the City Council this award, that was signed and delivered by the Arbitrator. An Arbitrator that was agreed to by both the City and us prior to the Arbitration. The bottom line is we are the ones who should be outraged, not the city. I could go on and on disputing the BS and giving **FACTUAL** answers to every point, but I believe you have the gist. If there are questions you or yours can't answer, please feel free to call me. If I don't have the answer, I'll get it.

Please send this to every one of your members and start the calls to our family and friends. Please be courteous when speaking with the Council but be firm. Protect what little we have.

Now is the time to put petty differences aside and stand as one!!!

Fraternally,

Pat Rose, Secretary, BPPA

## We Salute Our Friends of the Boston Police Patrolmen's Association!

Thanks for all you do!

## The Law Offices of Donald E. Green Celebrates 30 Years in Practice!

The first Law Offices of Donald E. Green was opened in Boston's waterfront in 1982 and the second office in Dudley Square/Roxbury in 1988. The Firm also has satellite locations in Braintree, which is convenient for South Shore residents and downtown Boston; both locations are by appointment only.

The Law Offices of Donald E. Green is a multi-ethnic, multi-lingual law firm, concentrating in personal injury matters as well as medical malpractice, dental malpractice, wrongful death, worker's compensation, slip and fall, criminal defense, civil rights, immigration, family/probate, bankruptcy, real estate and sexual harassment claims.

Don Green served in the United States Marine Corps from 1957 to 1961 before being honorably discharged. In 1968, he joined the Boston Police Department and retired in 1990 after serving the city for nearly 22 years, the last 15 years as a Sergeant in the Roxbury district. He is married to Annette Hill Green, a native of Dorchester, who is also an attorney and his law partner.

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A reduced legal fee is continuously offered to police officers and has been for more than thirty (30) years. Our office has successfully represented countless law enforcement officers in their personal injury claims (on or off duty) and other legal matters.

# The Arbitration Award

**City of Boston and Boston Police Patrolmen's Association  
JLMC No. 12-32P**

## AWARD

The panel convened pursuant to the joint submission of the parties after a declaration that the parties were unable to agree to the terms and conditions of a new collective bargaining agreement for the period commencing July 1, 2010.

Following a multi-day hearing where all parties were afforded the opportunity to present evidence and arguments, and following the deliberation of the panel, and with full consideration of the factors identified in the statute, a majority of the panel agree as follows:

### Duration

There will be two, three-year contracts:

**First Contract:** 7/1/10 - 6/30/13

**Second Contract:** 7/1/13 - 6/30/16

### Compensation

#### **Base Wage Increases:**

January 1, 2011 (FY11):	2.5%
July 1, 2011 (FY12):	1.0%
July 1, 2012 (FY13):	1.0%
October 1, 2013 (FY14):	3.0%
October 1, 2014 (FY15):	3.0%
October 1, 2015 (FY16):	3.0%

#### **One Time Parity Adjustment:**

After the 3% base wage increase on October 1, 2013, all BPPA members will receive a one-time, \$2,000 Annual Strip Base Wage increase effective January 1, 2014.

#### **Educational Incentive Program:**

##### Quinn:

Quinn incentives will remain at 50% through FY13. Incentives will gradually increase starting on July 1, 2013, as follows: FY14 to 65%; FY15 to 70%; and FY16 to 50% + a flat amount. In FY16, 50% + the flat amount will equal approximately 75%.

These flat amounts in July 2015 (FY16) will be:

Associate:	\$2,100
Bachelor:	\$4,100
Master/JD	\$5,100

##### Post Quinn Hires:

Starting in July 2013 (FY14), post-Quinn hires with equivalent education will receive a New Education Incentive equal to benefits described above, except there will be no program incentive for post-BA degrees.

#### **Longevity Benefits:**

New Longevity benefits will replace existing career pay and only be available to those members not receiving educational incentives. Starting in July 2013 (FY14), the Longevity benefits will be as follows:

5 Years:	\$2,000
10 Years:	\$4,000
15 Years:	\$6,000
20 Years:	\$8,000

#### **Cumulative Risk Enhancement Adjustment:**

After the 3% base wage increase on October 1, 2013, a new 20 year Strip Base, equal to the 3<sup>rd</sup> year Annual Strip Base Wage plus \$3,000, will exist effective July 2014 (FY15). This new 20 year Strip Base will be the new Strip Base for all BPPA members with 20-24 years of service, regardless of eligibility to receive other career or education payments. This adjustment does not impact the 3<sup>rd</sup> year Annual Strip Base.

After the 3% base wage increase on October 1, 2013, a new 25 year Strip Base, equal to the 3<sup>rd</sup> year Annual Strip Base Wage plus \$6,000, will exist effective July 2014 (FY15). This new 25 year Strip Base will be the new strip base for all BPPA members with 25 or more years of service, regardless of eligibility to receive other career or education payments. This adjustment does not impact the 3<sup>rd</sup> year Annual Strip Base.

#### **Retroactive Overtime:**

Retroactive Overtime increases are waived before July 1, 2013, the effective date of the current Collective Bargaining Agreement.

#### **Safe Street Teams**

Anew subsection 7 will be added to Section 1(b) (Shift Selection Based Upon Seniority) of Article IX (Hours of Work and Overtime). The new subsection 7 to Section 1(b) will provide as follows:

There shall be a Safe Street Team (SST) Unit whose purpose shall be to deploy teams of officers to specific locations that the Police Commissioner determines would benefit from a concentrated police presence. The SST members will focus on interacting with residents and business owners and will primarily, but not necessarily exclusively, utilize foot patrols and bicycle patrols, as opposed to patrol cars, to maximize the time members are interacting with the public. Members of a SST may respond to radio calls for service ordinarily handled by district patrol officers if the call corresponds to their assigned SST location. However, they will generally not respond to radio calls for service outside of their assigned location.

Examples of specific locations to which a SST may be deployed include, but are not limited to, a neighborhood, housing development, business district or park or playground such as: Bowdoin/Geneva; Downtown Crossing; Codman Square; Grove Hall; Franklin Field; Lenox Street Housing; and Uphams Corner.

The department shall post, department-wide, Safe Street Team Police Officer (SSTPO) vacancies. All police officers will be eligible to apply for SSTPO vacancies. Selection of an employee for a SSTPO assignment shall be made on the basis of qualifications and abilities as determined by the Commissioner or his designee.

# The Arbitration Award

From Award on page 15

SSTPOs will be part of a centralized unit assigned back to the districts provided, however, that they will be eligible for paid details and non-SST overtime through Area F. The SST unit will have a separate overtime list for SST assignments. The department shall assign overtime arising in the SST unit to SSTPOs consistent with the purposes of the unit as defined in this subsection.

Current SSTPOs who wish to remain on a SST need to apply for a vacancy. If selected, he/she shall be detailed to his/her present assignment and shift.

Equipment and uniforms for SSTPOs will be provided without affecting officers' current uniform allowances.

## **City's Holiday Proposal**

Denied.

## **Union Release Time**

The following language will be added to the end of Article IV, Section 2:

Officers covered by Section 2 shall not be compensated in any matter for Section 2 covered activities performed on a regularly scheduled day off or vacation day, or other leave days, except for meetings attended by: agents of the city, arbitrators, mediators, representatives of labor relations and labor and employment agencies who request their attendance. Officers attending such meetings on a non-working day when the activity cannot be rescheduled shall receive a minimum of 4 hours compensatory time, and after that shall receive compensatory time on an hour for hour basis.

## **Injured on Duty Status**

The City withdrew its proposal on this issue.

## **Compensatory Time Revisions**

Add to Article IX ("Hours of Work and Overtime") a new Section 7 entitled "Compensatory Time" to provide as follows:

**1. Accrual of Compensatory Time:** Members of the BPPA may only earn compensatory time in lieu of overtime for service performed in the following categories:

### **A. Officer Initiated Out of Turn Service:**

i. "Officer Initiated Out of Turn Service" shall be defined as an out of turn tour of duty which is substituted for a regularly scheduled tour of duty by mutual agreement between the Department and the employee.

ii. An officer may be allowed to swap tours of duty outside his/her regularly assigned shift (day tour for night tour, etc.). The out of turn tour must be worked prior to the regularly scheduled tour of duty being taken off.

iii. When an officer requests to work an out of turn tour of duty, the officer must specifically designate the regularly scheduled tour(s) of duty he/she intends to take off. Such tour(s) must be within the same Fair Labor Standards Act ("FLSA") pay period

as the day the officer "worked in."

iv. Upon receiving a written request to work an out of turn tour of duty, signed by the affected officers), the commanding officer may allow the swapping of a tour of duty as described herein. The commanding officer's discretion is paramount in these cases and his/her decision is not subject to Article VI ("Grievance Procedure and Arbitration").

v. An officer is not entitled to a guaranteed minimum number of hours for "Officer Initiated Out of Turn Service." All time will be calculated based on actual hours worked. Accrued time must be used in full shift increments and the bargaining unit member must have sufficient accrued time for each shift he/she "works out."

**B. Officers Performing Certain Administrative Functions:** Time and Attendance Clerks, Detail Clerks, and Chief Clerks performing certain administrative functions pursuant to Article XVI, Section 24 of the collective bargaining agreement may, at the discretion of the Captain, earn compensatory time for service he/she performs on behalf of another officer performing the same administrative functions. Such officers shall accrue said compensatory time on a straight time ("hour for hour") basis unless overtime compensation is required pursuant to the Fair Labor Standards Act (FLSA).

**C. Training:** An officer is entitled to earn compensatory time in accordance with Article IX ("Hours of Work and Overtime"), Section 3(F) ("Training").

**D. Overtime Service on a Vacation Day:** An officer who is called in for overtime service during his/her vacation shall receive, in addition to the overtime compensation otherwise provided under Article IX, Section 4(A) of the collective bargaining agreement, a compensatory day off for each such day of vacation on which he/she performs overtime service.

**E. Department Meetings:** By mutual agreement between the Department and the employee an officer (or officers), other than Community Service Officers, may attend a meeting other than on the officer's regular tour of duty, without regard to the "low man" principle, if there is a special need for sending the selected officer(s) to the meeting or event, i.e. sending an officer familiar with crime in a particular location. The selected officer(s) shall accrue compensatory time on a straight time ("hour for hour") basis for attending the meeting or event unless overtime compensation is required pursuant to the Fair Labor Standards Act (FLSA).

**F. Voluntary Assignments:** By mutual agreement between the Department and the employee, the Department shall have the right to grant compensatory time in lieu of pay for the following voluntary assignments:

- i. Award ceremonies
- ii. Funeral escorts/wakes
- iii. Gaelic Column
- iv. Honor Guard

v. Community meetings and events such as mentoring programs, community crime prevention meetings, basketball games, tennis programs, or any other activity designed to improve relationships between the Department and the community.

Employees who earn comp time in lieu of overtime for the categories of service listed in Section 1 F shall receive a minimum of four (4) hours of compensatory time.

An employee shall receive comp time on an hour for hour basis for any work that is performed in excess of four (4) hours in these above-mentioned categories, unless otherwise required by the FLSA to be 1.5 hours per hour.

G. The Parties agree that a lunch break is not considered "hours worked" for purposes of accruing FLSA compensatory time.

## 2. Compensatory Time Banks

A. The Department will establish two compensatory time banks. One compensatory time bank shall be used to record contractual compensatory time earned for each officer and the other bank shall be used to record FLSA compensatory time earned for each officer.

a) Effective January 2014, the maximum number of hours an employee may have in his/her FLSA and Contractual Comp time bank combined shall be one-hundred and sixty (160) hours. In January of 2014 the City will make a payment to each employee to bring his/her combined bank down to a total of one-hundred and sixty (160) hours.

b) Effective January 2015, the maximum number of hours an employee may have in his/her FLSA and Contractual Comp time bank combined shall be eighty (80) hours. In January of 2015 the City will make a payment to each employee to bring his/her combined bank down to a total of eighty (80) hours.

c) From January, 2014 forward, if an officer accumulates more than one-hundred and sixty (160) hours in his/her banks combined, then the Department will pay the officer the number of hours necessary to bring his/her banks down to one-hundred and sixty hours. The Department will process these adjustment payments at least once per calendar quarter.

d) From January, 2015 forward, if an officer accumulates more than eighty (80) hours in his/her banks combined, then the Department will pay the officer the number of hours necessary to bring his/her banks down to eighty (80) hours. The Department will process these adjustment payments at least once per calendar quarter.

e) If an officer exceeds the applicable maximum hours in his/her banks combined, s/he shall not be permitted to perform any additional "Officer Initiated Out of Turn Service" until he/she drops below the applicable maximum hours in his/her banks combined.

## 3. Use of Compensatory Time:

A. Any and all requests to use compensatory time other than "Officer Initiated Out of Turn Service" which is governed by Paragraph I (A) of this Section, shall be made pursuant to the following procedures:

- i. The officer shall make a written request for the use of compensatory time off using form 0047-BFS-1011.
- ii. Compensatory time may only be used in full tour increments.
- iii. Officers requesting to use either contractual or FLSA compensatory time shall make a written request at least ninety-six (96) hours before the beginning of the first shift in which the compensatory time off would fall.
- iv. A request to use FLSA compensatory time shall be subject to the standard as set forth in the Fair Labor Standards Act ("FLSA") and interpreted by the courts.
- v. If the Department approves an officer's request to use compensatory time, the Department shall first deduct the compensatory time from the officer's FLSA compensatory time bank. If the officer does not have any compensatory time in his/her FLSA compensatory time bank, the Department shall deduct the compensatory time from the officer's contractual compensatory time bank.

B. The following restrictions apply to the use of compensatory time:

1.
  - i. The City is not required to grant any request(s) to use compensatory time where the Police Commissioner determines that staffing levels must be temporarily increased to meet public safety needs. This includes but is not limited to the following events/circumstances: First Night, Boston Marathon, Caribbean Festival, July 4th, major sporting events, major cultural events, and weather emergencies.
  - ii. If an officer is receiving minimum hours for any overtime service, i.e. court overtime and recall overtime, he/she shall not be eligible to earn compensatory time until the period for which he/she is receiving compensation for the minimum hours has concluded.
  - iii. Notwithstanding Paragraph 3(B)(ii) of this Section, if an officer is off duty pursuant to a C-Day, E-Day, P-Day, L/O day, vacation day, compensatory day, blood or cancer day, court vacation day, administrative leave, absent pending, bereavement leave, holiday, sick day, TOD, small necessities leave act day, FMLA, military leave, training day, SWO or suspension, he/she shall not be allowed to earn compensatory time on any tour of duty during that calendar day.
2.
  - (i) In any district or unit with greater than 25 officers, on weekdays (any shift between 4 p.m. Sunday through 4 p.m. Friday), up to four (4) officers may use **contractual** compensatory time, and on weekends (any shift from 4 p.m. Friday through 4 p.m. Sunday) up to three (3) officers may use **contractual** compensatory time during any month of the year ("flow season") **except** the 14 summer vacation weeks and the 2 weeks around Christmas ("high season"), during which each of these totals shall be reduced to three (3) and two (2) officers, respectively;

See **Award** on page 18

# The Arbitration Award

From Award on page 17

(ii) in any district or unit with fewer than 25 officers, up to two (2) officers may use **contractual** compensatory time during any month of the year **except** the 14 summer vacation weeks and the 2 weeks around Christmas, during which this total shall be reduced to one (1) officer.

(iii) **Provided, however,** that the number of officers on contractual compensatory time where there are also officers on the shift on FLSA compensatory time shall be determined in accordance with the following chart:

Unit Size	Low Season Weekdays	Low Season Weekends
<b>Greater than 25:</b>		
FLSA comp time officers off	0 1 2 3 4 5 6 or more	0 1 2 3 4 or more
CBA comp time Dept must allow	4 4 4 3 2 1 0	3 3 2 1 0
<b>High Season Weekdays</b>		
FLSA comp time officers off	0 1 2 3 4 or more	0 1 2 3 or more
CBA comp time Dept must allow	3 3 2 1 0	2 2 1 0
<b>25 or Fewer:</b>		
<b>Low Season (all days in a week)</b>		
FLSA comp time officers	0 1 2 3 or more	
CBA comp time	2 2 1 0	
Dept must allow		
<b>High Season (all days in a week)</b>		
FLSA comp time officers	0 1 2 or more	
CBA comp time		
Dept must allow	1 1 0	

C. Upon separation of employment from the Department, employees shall receive compensation for all accrued but unused compensatory time.

D. Additional use of contractual compensatory time over and above that which is outlined in Paragraph 3 B(2) hereof may be approved at the commanding officer's discretion. The commanding officer's decision to deny the additional use of contractual compensatory time over and above what is outlined in Paragraph 3 B(2) of this section shall not be subject to he grievance procedures of the contract.

E. The parties shall meet semi-annually to review the use of compensatory time. The Department shall provide details of compensatory time usage at those meetings.

*Add a new Paragraph E to Article IX ("Hours of Work and Overtime"). Section 3 ("Overtime Service") to provide as follows:*

E. Community Service Officers (CSO's) who are assigned to attend community meetings or functions/events beyond their normal work hours with the approval of their Captains, shall only be compensated in the form of overtime payment for additional time on duty to attend the community meeting or function/event and in accordance with Article IX Sections 3 and 4, including 4 hour recall pay when applicable. CSO's shall not be eligible to earn compensatory time for attending community meetings or functions/events beyond their normal work hours.

## **By Direction of the Arbitrator**

Members of the BPPA will switch from a 7 day work period to a 28 day work period consistent with FLSA regulations.

## **GPS**

1. The Department may implement GPS any time within 45 days after funding of the award.
2. The City shall provide notice to all officers 45 days prior to implementation that GPS will be installed and implemented in department vehicles; that it will display in real time on a video screen the location, movement and speed and that it will record for later reference all information displayed.
3. The information delivered by the devices during their first 6 months of operation shall not be used by the department for disciplinary action of officers.
4. When the Department receives a public information request or a subpoena for GPS information involving a patrol officer, the department shall notify the officer, furnish a copy of the subpoena and allow the officer reasonable time to oppose or otherwise react to the subpoena.

Other impact bargaining issues identified in the Supplemental submission were resolved.

## **Union Overtime Proposals**

The neutral arbitrator denied the Union's proposal.

## **Union Sick Leave Proposals**

The neutral arbitrator denied the Union's Proposal.

## **Vacation Buy Back**

Amend Section 18 to permit the annual buy out of unused vacation: An officer who earns five or more weeks annually may redeem up to four weeks; an officer who earns fewer than five weeks annually may redeem up to three weeks.

## **Promotional Exam**

The neutral arbitrator denied the Union's Proposal.

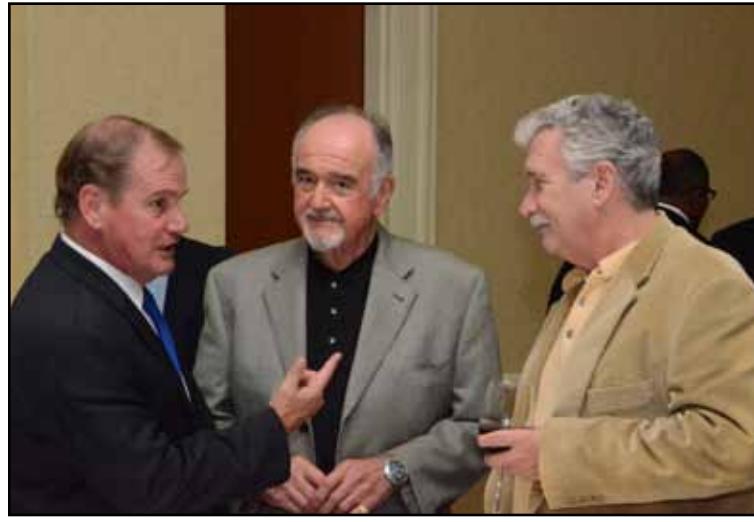
Respectfully submitted,  
Timothy J. Buckalew, Esq., Panel Chair and Neutral Member  
Susan Horwitz, Union Appointed Member  
John Dunlap, City Appointed Member

# SO GOOD! SO GOOD! SO GOOD!

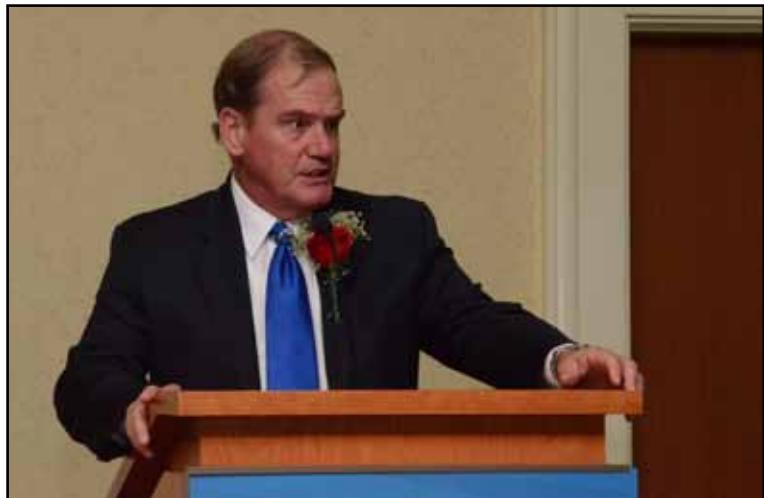
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and the Boston EMS!



# Scenes from the BPPA Retirement Dinner at the Seaport Hotel



Congratulations to all of our new retirees!





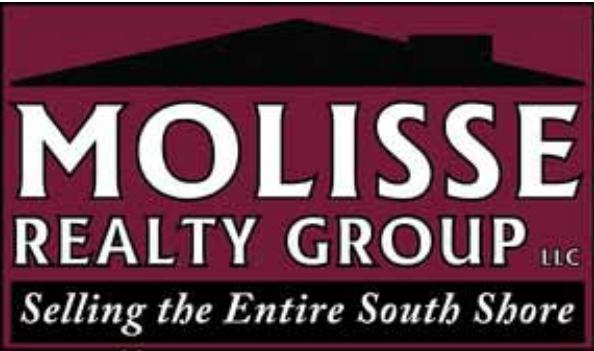


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# New pursuit policy: Don't even bother chasing them...

By James Carnell, Pax Editor

I recently attended cell extraction training at the BPD Academy (why they bothered sending me is still a mystery: I seldom put them in the cell anymore, so I certainly don't want to take them out...). But one of the more interesting tidbits I gleaned from the training was the explanation of the "new" pursuit driving policy, BPD rule 301, issued 6/4/13. In a nutshell, if you chase any motorist for anything, you are certifiably insane.

The rule is so restrictive that it essentially prohibits pursuing any violator in a car, and places the onus for anything that happens on you, the officer. The rule was not written to protect you but rather to condemn you. Any defense attorney or ambulance-chaser who wants to sue you will have a field day with this rule. Whatever damage or injuries the violator causes are **YOUR** fault, not theirs.

Here's one of the great parts of this rule....section 7.6.11: "...the moving vehicle itself **shall not** constitute the threatened use of deadly force." OK- so the thug behind the wheel drives directly at the police officer and that is **NOT** a threatened use of deadly force? Is that insane? Are we insane? As soon as the gang bangers "familiarize" themselves with the new rule, guess what they'll be doing with their 2,000 lb. stolen BMW? Yeah, that's right. Get out the way, officer. Or better yet, don't even bother chasing them.

And with all the details that they demand you communicate to the dispatcher while you're driving your cruiser, you couldn't possibly comply with the rule anyway. (section 6.1). There are eight separate points of information that you're supposed to translate to the dispatcher, and God forbid if you forget one of them.

Back in the 80's, we'd chase down the bad guys and have fun doing it. Today, if you bother chasing anyone – for virtually any reason you're damned. Any violator, whether misdemeanor or fleeing felon, need only fail to stop for the police. After all, how can we prove who was driving? So if somebody you stop for a violation simply keeps driving away, your best option, officers, is to wave goodbye. It's not worth getting sued or being thrown under the bus by a police department that believes in sacrificing its officers on the altar of political correctness.

Bye, Mr. Badguy! Have a nice day! New and improved rule 301 is your best friend.

*(Editor's note: In fact, shortly after I wrote the above article, a crazed maniac stole a Boston Police Cruiser in South Boston and aimed it directly at the officers, causing them to discharge their weapon to stop the fleeing felon. Wilfredo Rodriguez was charged, among other things, with "Assault and Battery with a dangerous weapon" (the car), as well he should have been. But in light of this stupid policy, which his defense attorney will certainly get a copy of because it's posted on-line, our own department doesn't consider the motor vehicle a "deadly weapon." So Wilfredo's charge will undoubtedly be thrown out because of our own department's stupidity. A 2,000 lb. car being driven by a maniac at police officers IS A DEADLY WEAPON. Command staff, occasionally get out from behind your desks and visit the real world...)*



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# BPD: Protect and improve our personal paystub information!

**Yes, it can be done! But does our city want to?**

By **James Carnell**, *Pax Editor*

**E**ACH AND EVERY FRIDAY, our paystubs are dumped unceremoniously on the front desk at most area and district stations. (Put aside the disgrace in the fact that we haven't had a raise in over four years and still await passage of a long-overdue arbitrator's decision.) The fact is, our personal information, in this day and age of rampant identity theft, is being dumped by your uncaring department and city in front of anyone who could easily steal your private payroll information.

Having recently been out injured for shoulder surgery, I noticed that MIS (medically incapacitated section) at HQ had the decency and the courtesy each week to mail my paystub via US mail. The technology **DOES** exist! If MIS can do this simple function for the officers under its auspices, then certainly, the BPD should be able to place each officer's pay stub in an envelope and forward it to either the officer's home **OR** (if they're concerned about mailing costs) then send it to the various stations/units. At least then, prying eyes would not be able to see other officer's personal financial information. Again, **THE TECHNOLOGY EXISTS!** It's called a mailing machine, and it automatically places a piece of paper in an envelope and then seals it! (BPD... Psst... it's been around since the 70's... don't tell anyone that I let you know...).

Furthermore, there is no reason on God's earth that we should have to search through reams of detail and overtime records every week to find out exactly **WHAT** we have or *have not* been paid for. Take a look at your own paystub. Confused? Join the crowd. "Detail hours paid." "Detail hours paid not worked?" (I've often wondered, is that some sort of a back-handed slap because our contract requires either a four or eight hour detail payment? Then why even make note of it?) Notice that they can tell us how many sick days or personal days we have used, but they can't list what detail or overtime we are being paid for.

Seriously, the computer technology exists to place at the bottom of every employee's paystub a brief compendium of exactly what detail or overtime you are being compensated for. **IT CAN BE DONE!** Computer technology exists, BPD! Every other person I know gets a pay stub that specifically lists what they're being paid for and from what date. It's not rocket science anymore, BPD! There is no reason why we have to spend hours searching for information from outdated detail/OT spreadsheets as to what we're being paid for, and then fighting with payroll or the paid detail unit because of discrepancies.

Then again, maybe I forgot... this is the BPD, isn't it?

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If you, or someone you care about, have been injured or would like to protect yourself and your family from financial losses or hardship before you might be injured, contact Attorney Scott Goldberg for a free consultation by calling 617-227-1888 or emailing [scott@goldberglawfirm.net](mailto:scott@goldberglawfirm.net).



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## Becoming Debt-Free Can Be Easier Than You Think

The recession has taken its toll...people across our country are struggling with personal debt, credit card debt, bankruptcy, foreclosure. These are stressful times. If we had it to do over, what would we do differently?

Looking years ahead, planning for where we would be 20 years down the road might have helped but most of us don't see past the present. Think about it...wouldn't you like to be debt-free before you retire?

It's not too late to make some changes that can make a difference. And it doesn't have to be extremely difficult. You can pay your debt using proven methods that will speed up their payoff without significant sacrifice. Getting rid of your debt is the most important step to securing your financial future.

Programs such as Dave Ramsey's Financial Peace University can teach you about these methods. A program such as New Verity Corp's PriorityPay Plus actually applies these methods to help you succeed in reaching your goals with very little effort.

The benefits can be amazing. A 30-year mortgage can be reduced to 23-24 years. By adding only two other debts...such as a credit card, auto loan or student loan...they can all be completely paid off in 10-12 years, saving you tens of thousands of dollars!

PriorityPay Plus provides the structure needed to guarantee successful early payoff of your debt and create increased wealth in its place. And it does it all for you, debiting your checking or savings account on your pay day and making your payments to your lenders and providers on your behalf...removing the chance of falling off the wagon!

This is not debt consolidation, reconstruction or settlement. It does not have a negative impact on your credit scores but can actually help to improve them. You do not have to cut up your credit cards, incur the high cost of refinance or qualify for PriorityPay Plus. This program simply changes your debt payment schedule to your advantage.

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# How we got here and where we may be going

By Christopher Broderick

I'm writing this article two weeks before the anticipated release date of the *Pax Edition* you are currently reading. I'm writing this after the City Council received the Arbitration Award from the Mayor's office, the Award that was issued by the panel weeks ago.

This issue isn't a month and a half old. This issue has been in Arbitration for one solid year. It was Veteran's Day 2012 when we first sat down at the "Arbitration" table to start that part of the process. It was well over 850 days prior to that since the contract expired in July of 2010, not to mention the 6 months prior that we had available to bargain a fair contract. We will be almost 3 and 1/2 years without a contract, without the surety a contract brings in the way we plan our lives. It has gone on too long but there was no choice.

When I entered into the Bargaining Process in January 2012 I believed that there was a process in place that two parties could reach an agreement. I believed there was a give and take in the process but that both sides would be a part of it. I thought one side would give ideas and the other would counter and through good dialogue a middle would be met. We, the BPPA, tried that. I believe that a part of the City Bargaining Team tried that too. I found politics to play a much bigger role than I anticipated. It was only rivaled by public perception. I don't recall Mr. Purcell from the Boston Herald or any

representative from the Times Co. being at the table but they sure did play a role in it. Regardless of who was involved and what the order of the day was a two party bargaining process regrettably didn't work. So off we went to Arbitration.

Monday November 12, 2012 on the 6<sup>th</sup> floor of City Hall we started a process long before decided upon by men and women wiser than us. A process that bound both parties to the decision of a third. Ample time was given for each side to present their case and argue their issues. We worked within that process to simplify some issues and move the process along. The entire time I understood that what the third party, the Arbitrators Panel, said was the answer. On top of that another layer is in play. Our City Council must vote affirmatively to fund the financial part of the Award. In a perfect process both bargaining parties mutually agree and endorse the Award. The Council then is tasked to see if the City has the ability to pay and if it is sustainable. The record is clear. The City can pay, the City will not be crippled, and the Welfare of the Citizenry is still in good fiscal health.

I understand the City's desire to hang their heads low and feel beaten again by the Arbitration Process. Contrary to the Fourth Estate's belief the BPPA Bargaining Team is not dancing in the streets.

See **Going** on page 29

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# Political football: Newer officers, get ready for the ride

By James Carnell, Pax Editor

I am intentionally writing this article *before* (9-16-13) whatever decision may come from arbitrator Tim Buckalew regarding our contract morass. As you all know, we are now into our fourth year without a contract or raise. Our contract expired in July, 2010, *despite* the fact that our bargaining committee began negotiations with the city – with an eye towards avoiding this very situation – in January 2010, a good six months *before* the last contract expired. Regardless, and despite lip-service from the Menino administration, we remain, as of 9-9-13, without a contract.

Does John Q. Public care? NO. Do “the friends of labor” give a

## How we got here and where we may be going

From **Going** on page 28

We wanted parity with our brothers and sisters in Fire. We wanted that parity to reflect in how much pay we get and how soon we get it. That was what we were tasked with and that is what we fought for through Bargaining and Arbitration. Admittedly we came up short. Not for lack of effort or resources. Not for lack of validity in our arguments. Ultimately we came up short because we, along with Mayor Menino’s team of public employees and private sector lawyers and consultants, agreed to enter into and abide by the Arbitration Process. When this came out we kicked some rocks around the parking lot. We spent the time talking to members and explaining the pros and cons of the Award. We searched for the silver linings in the cloud. We didn’t go to Fargo Street or Morrissey Boulevard and ask them to carry our water or fight our fight. We didn’t (in my limited opinion illegally) attempt to negatively influence the City Council or public opinion because we were not completely satisfied with the Award. We did not try for another “bite of the apple”. So that brings us to today.. Two weeks before you’re reading this.

We need a vote by the Council. I pray the vote is an affirmative vote. I hope we can end this process and move forward as an organization. If it is not an affirmative vote Mayor Menino and others want us to go back and bargain. If that happens then our “bar” would already be set by an uninvolved party. Our goal of parity would not even be allowed to be considered. I’ve seen once already that the low (0,1,2,3,3,3) and the high (parity) create a middle. A middle neither side is happy with. I would not look forward to trying to bargain between the low and middle. We would be farther away than we already are from our goal.

If I’m still part of the Bargaining Team in the future I look forward to sitting down with a new Mayor and his team when it’s time to go to the table and bargain a fair contract for the membership. I look forward to the idea that our fates will not be in the hands of a third party. I hope everyone involved realizes that that time is January of 2016. Not now. This has been argued enough. It is a decision that both parties are not happy about but both parties can live with and can work from. The Council is not the scapegoat for an Award the City doesn’t like. It shouldn’t be used as one.

damn? NO. Does the good liberal Governor Deval Patrick or “our friends” in Washington, DC give a damn or say anything on our behalf? Ahhhm...that would be a NO!

In talking with many of our younger officers, I am amazed that they are amazed at the treatment we are receiving from both the press and the current occupant of City Hall. Be not amazed. History, indeed, repeats itself. Back in the early 90’s, when Ray Flynn left office and Tom Menino became Mayor, we were then (90-91-92-93-94) left without a contract for years and forced to go to arbitration; or more correctly, what passes for arbitration after proposition 2½ in the 1980’s. (It used to be final and binding arbitration, now; it’s subject to approval for funding by the city council.) We got screwed on that arbitration decision, but it was the only avenue open to us at that time (as it is now). Many younger officers thought that, after the heroic actions by our officers in the aftermath of the April Marathon bombings, the public appreciation that was openly expressed at that time would somehow translate into a fair contract. Ever the pessimist, I cautioned at the time that John Q. Public’s backslaps and accolades would soon revert to the usual criticism, second-guessing, and outright hostility. And I hate the fact that, once again, I was right.....

And here we are again. Just after Labor Day, the Mayor’s compliant and willing consorts in the local media began his press campaign to wail and moan about the debt that would be left to the Mayor’s successor, should a favorable decision be rendered by the arbitrator. “Oh, woe”, they wailed, “the evil Patrolmen’s Association may cost us millions of dollars in back pay”. And of course, the Mayor was portrayed favorably as the great benevolent leader, who had attempted to settle contracts amicably with the evil BPPA but was met with resistance and greed. (Place an “X” \_\_\_\_\_ here if you’ve heard this tired paean before). This is of course, crap, but the vast majority of the local media is bought, sold, and paid for by politicians. If you want an exclusive interview, suck up. If you want to get invited to the political “times” and hob-nob with the elite, shut up and report what we tell you. Screw those cops, EMT’s and firefighters. They make too much money already.... That’s the company line. That’s the spin. That’s the handshake, the wink and the nod between press and politician.

But what I really want to communicate to our newer, younger officers is this: Don’t be surprised by the coming storm. Politics is a whore’s business. And unfortunately, our arbitrator’s decision will be delivered right in the middle of a Mayoral mad-dash of 12 candidates, most of whom are more than happy to use the police union as a convenient political football. Social liberals will quickly become fiscal conservatives if anything approaching a favorable decision for the BPPA is arrived at. The media accolades showered upon you after the Marathon bombing are over, and you and your union will be excoriated by the candidates, all of whom will take immense pleasure at another gratuitous swipe at the evil BPPA. It was this way in 1965, when the BPPA began, and it’s ten times worse today. If it was up to John Q. Public to vote on our contract, we’d be making minimum wage, if that.

So strap your seat belt on and get ready for the whore politics. Don’t be surprised. Just get ready, and take a good, hard look at who you think our political “friends” are and who they *really* are. Welcome, new officers, to Boston politics....

# 100<sup>th</sup> anniversary of the Boston Police Harbor Patrol Unit – 1853-2013

By P.O. Robert E. Anthony, *Chronologist, Boston Police Department*

The Nation's First Harbor Patrol was established in Boston and became a unit that was the envy of all Departments. Many Police Departments in the United States contacted Boston to copy their techniques for their own Harbor Patrols.

Division Eight (8) was established and covered the harbor and islands after Marshal Francis Tukey had made a suggestion that the need for a water patrol was required to protect the anchored ships, and wharves from depredations. It served during such an attack in 1852-53, involving the use of chloroform on the ships' crew, which helped to convince the City Council to act. On July 23, 1853, ten (10) men and a Captain were commissioned as harbor police, the first in the United States.

The officers showed their worth during their first week on the job by capturing a ring of river pirates. They went on to prove their effectiveness, rescuing persons from drowning, retrieving lost boats and the grim task of recovering bodies from the harbor, also they helped to explain harbor regulations to incoming vessels. Some of the new regulations were established by our own Harbor Unit and are still in use today.

They became a special favorite of the merchant community. The Boston Harbor Police were easily accepted into the regular's organization. Today's Boston Harbor Patrol Unit is far different than it was year's back. They have the best equipment and training in the United States. The Dive Team is responsible for recovering evidence to be used in the prosecution of major crimes. Our Recovery Team has saved many a person from capsized boats, and standouts in the harbor. With two (2) interceptor boats and a fleet of eight (8) more ships, today's Harbor Patrol Harbormaster is **Sgt. Joseph Cheevers**, All officers assigned to the Harbor Patrol are Assisting Harbor Masters.

The Boston Police Harbor Patrol Unit along with **Mayor Thomas Menino, Police Commissioner Edward F. Davis and Command Staff** hosted a 160<sup>th</sup> Anniversary Celebration on September 5, 2013 at the Harbor Patrol Docks located at the Old Army Base in South Boston. Memorial Signs were unveiled during a dedication ceremony.

Reference to this information was:

Establishment of harbor division in City Records, XXXI, July 25, 1853 Tukey suggestion in Annual Police Report (1851) P.14 Pirates in Annual Police Report (1854), Page 7, and ibid. (1871) Page 69; routine work ibid, (1861) page 7-8.



**Patrolman Joseph M. Mullen  
Boston Police Harbor Patrol  
Killed in the Line of Duty  
December 18, 1972**





# Split second decisions that will be Monday morning quarterbacked

Over and over again, I have written in this column about how difficult it must be to be a police officer in this City in this day and age. Only a few months ago, there was a stretch where there were back-to-back-to-back-to-back incidents where armed suspects shot at Boston police officers, making this office a chaotic place to be for a three week period of time. Honestly, it seemed like every few days there was another police involved shooting, highlighting the fact that when you interact with someone on the street, you really have no idea what to expect from them. There were foot chases where armed suspects turned and fired at police officers, there were teenagers on corners that fired at plain clothed police officers stopping to investigate them, there was a suspect who refused to exit a car and then came out firing a gun at police officers (all recorded and narrated on video by bystanders), and another individual who shot at the police as he fled from a crime scene. As I stated at the top of this article, I marvel at the work you all do.

Knowing that there may be no rational response from someone you approach, you must approach each situation using your training as a guideline to get you through your interactions with people, changing your approach and your behavior based upon the responses

you get from the people you interact with. The difficulty comes, however, when the people who review your actions cannot agree on how these guidelines should be applied. To highlight the difficulty in following the "dos" and the "don'ts" of policing, the case of *Commonwealth v. Rosado*, 84 Mass. App. Ct. 208 (2013) is a good teacher.

In *Rosado*, a state trooper patrolling in Holyoke made a traffic stop ultimately leading to a drug arrest. A judge in the district court found the trooper's actions were illegal and suppressed the evidence after the defendant contended that the trooper "(1) impermissibly opened the door to [the suspect's] vehicle based the observation of an item [the trooper] believed was an illegal weapon, (2) improperly removed the defendant from the vehicle, and (3) used more force than the Fourth Amendment to the United States Constitution and art. 14 of the Massachusetts Declaration of Rights permit in a *Terry*-type stop." *Id.* at 209. The Commonwealth appealed, and two out of the three Massachusetts Appeals Court judges on the panel that heard the case ruled that the stop and everything that followed was legal, while the third judge dissented. When four judges who have hours to examine the fact pattern cannot agree on whether the trooper's actions were

See **Split Second** on page 32



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# **Split second decisions that will be Monday morning quarterbacked**

From **Split Second** on page 31

proper, how are you supposed to make split second decisions when you are out on the street by yourself?

The facts of *Rosado* are as follows: At 1:55 a.m., a trooper on “drunk driving” patrol in Holyoke saw a vehicle without a front license plate. The car had “red plates” and, by law, was supposed to have both a front and back plate. The trooper also noticed that the rear plate light was out. He activated his lights and siren and made a motor vehicle stop, after which the driver ducked his head down momentarily before bringing his head back up. The trooper put the spot light from his unmarked cruiser on the operator’s vehicle and approached.

When the trooper got to the driver’s side door, the operator told the trooper he knew he was stopped because he did not have an inspection sticker, telling the trooper he had been stopped earlier that day for the same infraction. The trooper noticed the front license plate was actually on the driver’s side dashboard by the windshield. As the operator reached toward the glove box to get his registration, the trooper noticed a wooden or leather handle between the driver’s door and the driver’s seat. The trooper was admittedly not sure what this handle was to, but he believed it was part of nunchucks, a dangerous weapon *per se* under G.L. c. 269, §10(b). The trooper then twice told the operator to put his hands on the steering wheel before the operator complied, after which the trooper opened the driver’s door to retrieve what he suspected were nunchucks.

While the trooper opened the door, the operator took his right off of the steering wheel and reached toward his right hip. The trooper determined that what he believed were nunchucks was actually a bull whip which he removed and placed onto the roof of the car. He then ordered the operator to get out of the car while physically holding his left upper arm and left wrist in an “escort” hold. Once the operator was out of the motor vehicle, he again tried to reach toward his right hip with his right hand. After the suspect reached for his right hip a second time, the trooper twice told the suspect to put his right hand on top of his head. The operator then tensed up his body and, after a bit of effort, the suspect was handcuffed. The suspect then again reached for his right side and the trooper saw him holding something in his cupped right hand. The trooper ordered him to drop the item and the suspect then dropped eight packets of heroin wrapped in a rubber band. The suspect was then arrested for possession of a Class A substance (heroin). A search of the vehicle revealed two vials of Lidocaine (a cutting agent for cocaine), eighty packets of heroin, fifty pirated DVDs, and \$1,950 in cash.

In analyzing the trooper’s actions, the Massachusetts Appeals Court noted that not only are these search and seizure cases fact intensive and time dependent, but they are also interconnected and dynamic (whatever that means). To justify their actions, a police officer needs to point to some fact or facts in the totality of the

circumstances that would create a heightened awareness of danger that would warrant an objectively reasonable officer in securing the scene in a more effective manner. Taking the trooper’s actions from the beginning, the majority decision noted that the stop of the vehicle itself was proper as there was a civil motor vehicle infraction including the missing front license plate and the non-illuminated rear plate. When the trooper saw what he suspected were nunchucks -- a prohibited dangerous weapon, as well as something that posed a safety threat to the officer -- he did not need to inquire about the item before opening the door and removing it himself. Although the trooper was not sure if the item (which turned out to be a bull whip) was in fact nunchucks, this uncertainty was not controlling. The standard was reasonable suspicion and not certainty.

The majority of the Massachusetts Appeals Court also held that the trooper did not need to end his investigation when he found the item was a bull whip and not nunchucks. During this time, the suspect had pulled his hands off of the steering and had reached toward his hip which justified the trooper in taking him out of the car. It was found that the trooper’s actions of placing his hands on the suspect’s left arm to remove him from the car was not disproportionate to the potential risk, and asking the defendant to place his right hand on the top of his head was also found to be proportionate to the risk faced by the trooper. Similarly, the majority held that the trooper was justified in handcuffing the operator for his safety when ascertaining if he had a weapon, “a reasonable and proportional measure” given the facts faced by the trooper. Finally, it was proper for the trooper to order the suspect to drop the item he had in his right hand. This, of course, justified the arrest which justified the search of the vehicle.

As I have told you, the third justice from the Massachusetts Appeals Court saw things differently. Without being reasonably certain that the item between the driver’s side door and the driver was nunchucks, the dissenting justice found “the arresting officer lacked reasonable grounds (1) to open the car door, (2) to remove the defendant from the car, and (3) to handcuff and search him outside of the vehicle. At each stage he violated a constitutional standard. Any one of the violations requires suppression of the resulting evidence.” *Id.* at 217.

In a nutshell, the dissenting judge found that since the trooper did not know specifically what the item was between the driver’s seat and the door, he should have issued a citation to the operator and let the operator leave. There was no basis for ordering/taking the operator out of the vehicle, and once the bull whip was located and placed on the roof of the vehicle, there was no threat justifying any further investigation and no danger that warranted taking the operator out of the car. Although the trooper testified that the discovery of the bull whip “heightened my concern that in the area of Holyoke you probably do not raise oxen or drive bull,” the dissenting judge felt a citation should have been issued and that should have been the end of the story. Where does this leave you?

As seen above, when four judges cannot agree on the propriety of the actions at a car stop that occurred at 1:55 a.m., the choices you face in similar situations are not easily discernable. You have to rely on your training, your instincts, and your desire to go home safely at the end of the shift. Things move quickly and, as was seen this summer, your job is both unpredictable and dangerous. Try to learn from the lessons of others, watch out for each other, and do your best to stay safe out there.

## **Attention**

To all members of the  
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Boston Police Relief Association



# Electronic surveillance of police under the Massachusetts Wiretapping Statute, M.G.L. c. 272 § 99<sup>1</sup>

**F**ollowing a settlement in the Boston Police videotaping lawsuit last year<sup>2</sup>, design and technology blog site Gizmodo.com posted an article designed to educate readers on legally (and safely) videotaping the police in public. Here's the article: <http://gizmodo.com/5900680/7-rules-for-recording-police>.

While Gizmodo provides helpful information for anyone involved in one of these (ever-growing) encounters, the article definitely seeks to equip the "aspiring cop watcher" (see article) with the tools and knowledge to openly record police in an age where recording devices are readily available. This entry is geared more towards educating law enforcement here in the Commonwealth, both in protecting the rights of the police officer and preserving the rights of the citizen.

## Overview of G.L. c. 272, § 99

M.G.L. c. 272, § 99 ("The Statute"), entitled "Interception of wire and oral communications," is commonly referred to as the Wiretapping statute in Massachusetts. Because G.L. c. 272, § 99 imposes criminal sanctions, and is associated with the potential exercise of several constitutional rights, the statute has far-reaching effects in both the criminal and civil context. The relevant text of c. 272 § 99 reads as follows:

Any person who – willfully commits an interception, attempts to commit an interception, or procures any other person to commit an interception or to attempt to commit an interception of any wire or oral communication shall be fined...

The operative word, 'interception,' means to secretly hear, secretly record, or aid another to secretly hear or secretly record the contents of any wire or oral communication through the use of any intercepting device by any person other than a person given prior authority by all parties to such communication. G.L. c. 272, § 99(B)(4). The term 'intercepting device' is defined as "any device or apparatus which is capable of transmitting, receiving, amplifying, or recording a wire or oral communication." G.L. c. 272, § 99(B)(3).

In 1968 the Legislature eliminated the so-called "one-party consent" aspect of the statute<sup>3</sup>, thereby prohibiting all "secret recordings" by members of the public, including "recordings of police officers or other public officials interacting with members of the public."<sup>4</sup> In so

doing, the Legislature created what is considered a more restrictive electronic surveillance statute than the federal standard, as well as several other states.<sup>5</sup>

The Gizmodo article is misleading in stating that Massachusetts is one of 12 states that require the consent of all parties before someone records a conversation. As discussed below, a party need only have knowledge of the recording for it to be lawful; his or her consent is not required. This is an important distinction for law enforcement who are openly being recorded on-duty; just because you don't consent to being recorded by an individual, does not mean you can stop the recording from happening or make an arrest.

## Criminal consideration and relevant case-law

In the criminal context, a violation of the statute is classified as a felony, with a maximum penalty of five years in a state prison (or two and one-half years in a jail or house of correction).

The Supreme Judicial Court has interpreted the statute to penalize only "secret" use of electronic devices to hear or record the contents of a wire or oral communication with another.<sup>6</sup> In *Commonwealth v. Jackson*, 370 Mass. 502, 507 (1976), the Court held that an individual needs to have "actual knowledge" of a recording and that such knowledge can be shown where there are "clear and unequivocal objective manifestations of knowledge."

In applying the analysis undertaken in *Jackson*, the Court held that a criminal defendant *did* in fact violate the statute by recording an encounter with several police officers during a traffic stop, unbeknownst to the officers. *Commonwealth v. Hyde*, 434 Mass. 594 (2001). The significance of the *Hyde* opinion is that the Court (1) declined to carve out an exception for citizens to secretly record police officers during traffic stops, as police officers are just as entitled to the protection of the statute; and (2) that the Court stated that the "problem [in this case] could have been avoided if, at the outset of the traffic stop, the defendant simply informed the police of his intention to tape record the encounter, or even held the tape recorder in plain sight." 434 Mass. 599-600, 605.

## Constitutional consideration and relevant case-law

Interpreting the statute from a federal constitutional perspective, the First Circuit Court of Appeals has recently held that the filming or videotaping of police officers performing their responsibilities is protected by the First Amendment. *Glik v. Cunniffe*, 655 F.3d 78 (1<sup>st</sup> Cir.) (2011). The plaintiff in *Glik* was arrested for using his cell phone's digital video camera to film several police officers making an arrest on the Boston Common. 655 F.3d at 80. He was charged, among other things, with violating the Massachusetts Wiretap statute. *Id.*

After the trial court dismissed the count charging the plaintiff with violating the Wiretap statute (for lack of probable cause), he filed a civil rights action in the United States District Court, alleging violations of his First and Fourth Amendment rights. *Id.* The defendants

<sup>1</sup> The following article is provided as a matter of information and education only. It is not intended to provide legal advice or counsel. Do not take action in specific cases without full knowledge of the facts and competent legal advice from an attorney.

<sup>2</sup> Until 1968, the statute permitted the recording of one's own conversations, or conversations with the prior permission of one party. See *Hyde*, *infra*.

<sup>3</sup> *Commonwealth v. Hyde*, 434 Mass. 594, 599-600 (2001).

<sup>4</sup> The majority of wiretapping statutes found elsewhere, including the federal standard, prohibit only the secretive recording of another's words when spoken with a "reasonable expectation of privacy." See *Hyde*, *supra* at 599, fn. 5. As stated above, G.L. c. 272 § 99 prohibits "all secret recordings." *Id.*

<sup>5</sup> The Court also interpreted "secret" as broader than just those situations where an individual has a reasonable expectation of privacy. *Jackson*, *infra*.

<sup>6</sup> The Court also interpreted "secret" as broader than just those situations where an individual has a reasonable expectation of privacy. *Jackson*, *infra*.

<sup>7</sup> See *Hyde*, *supra*.

<sup>8</sup> See *Glik*, *supra*.

# Close to achieving parity, Safe Street Teams & IOD

From Vice President on page 5

police reached their current impasse is critical in understanding it was not because of an arbitrator. The administration, though targeting *our* award in the media, continues to ensure the desired lateral effect on the upcoming Fire arbitration while impugning the JLMC's integrity and yet to be named arbitrator with the threat of a media flogging. Similar tampering with a judge or panel of jurors in an attempt to influence an outcome never mind change an already decided outcome would be looked upon quite differently by the media if it wasn't the police or fire being targeted or the recent T, Local 589 decision. The Globe's Joan Vennochi hits home in what could be considered a pro-police article but for her reservations about the award's final numbers. The article questions, why the outrage over union pay raises but not over tens of millions in individual tax breaks handed out to wealthy developers and corporations on demand. To paraphrase "When labor stands with Warren or Markey, its' working people fighting for their rights. When public sector unions seek parity...employees are automatically demonized as lazy, overpaid keepers of the status quo." Those feelings will not change. Maintaining and preserving the independence of the JLMC for future resolutions is vital in realizing a balanced fairness between the parties.

## Safe Street Teams and IOD

**T**hese were two issues where the City took extreme positions: IOD is easier to start with since the City withdrew its proposal for fear that the BPPA might receive the (bargained not arbitrated) Fire package which highlighted a 6 week reprieve from light duty and IME's (Independent Medical Examiners) etc. Attorney Ken Grace made a well-versed presentation melding the current Rule 110, with bits and pieces of the City's proposal and key components of the existing Police and Fire policies. The City's version could be simply described as: the Department would give consideration but make the final determination as to whether an officer would be covered IOD. Ken's line by line, reasoned approach to middle ground was obvious enough to all that our proposal would carry the day. Key elements of the Fire policy being included in our proposal prompted the City's withdrawal of the issue.

**Safe Street Teams** was more complicated in that the Department went *all-in* on their wish-list. Seniority would be waived and all police officers would be eligible to apply for SSTPO vacancies...

SSTPOs would be part of a centralized unit and detailed back to the districts...

SSTPOs may be assigned on an overtime basis without resort to the district overtime list...the "low-man" principle shall not apply...so long as it is for an SST purpose.

After a full vetting, the SST would be eligible for both Area overtime and SST overtime (which would be charged to the Area overtime list). A hypothetical that encompassed a \$10,000,000 dollar OT budget, with SST receiving \$8,000,000 dollars for specific requests sent up a "red flag". How was that fair and equitable to district "responding officers" if 4/5 of the overtime budget was targeted to SST special interests? Again the answer to this supposed scenario should have been definitive and convincing for a proposal so ripe for abuse. Two items that are sacrosanct in our contract were under attack, seniority and low-man principle. Could the Department ever think that this proposal would not be given a contradictory counter? The ability to manipulate was just too great. Our response from Union to City dated 4-23-13:

1. The City may implement the Safe Streets Team on a City-wide basis. The team will be centralized. It will not be detailed to the districts.
2. All police officers will be eligible to apply for Safe Streets Team vacancies. Selection of an officer for a Safe Streets Team assignment shall be made on the basis of seniority and qualifications.
3. Assignment to the Safe Streets Team will be voluntary.
4. Members of the Safe Streets Team will perform their duties as part of a bicycle unit. Officers assigned to the Safe Street Team will not be assigned to perform walking beats.
5. Officers assigned to the Safe Streets Team will be offered overtime on the basis of a list maintained on a centralized list of the Safe Streets Team officers.
6. The Safe Streets Team will be considered part of Area F for purposes of detail distribution.
7. If there is a specialized need for bicycle officers, the City may assign overtime to the Safe Street Team without resort to the districts' overtime lists.
8. Safe Streets Team members will not be counted toward shift minimums.
9. All equipment and uniform items necessary for the Safe Streets Team will be supplied by the City, with no cost to the officer or deduction from the officer's clothing allowance.
10. All police officers will be offered additional training on community policing.
11. This agreement will be incorporated into the collective bargaining agreement between the BPPA and the City of Boston.

Deputy O'Rourke gave the most accurate presentation of the entire process on the SST deployment describing a first half in B-2. Being the largest shift in the City with approximately 24 SST members and 16 assigned on any given night he walked both parties through the assigning, assisting with calls and the "can't be touched" status of SST officers. When addressing ratios with "responding to calls officers", they made up approximately 22 officers, 2 of which are assigned inside. Many wondered whether the Department had the luxury of deploying approximately 40% of the busiest district's manpower as such but that is management's prerogative. The current deployment strategy created two distinct tiers of officers with internal resentment unavoidable. Some can use benefits freely...others are bound by the creation of overtime. Some respond to calls and some don't. Instead of staying with the status quo the department got overly greedy with their wish list.

**Decision:** The arbitrator determined that the SSTPO assignment would not be bound by seniority in that an officer would not have to make the shift to be considered for the SST assignment but eligibility for paid details and non-SST overtime would go through Area F. After-effects are fairly predictable. How the Department goes forward under the SST designation is unknown.



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# Take a walk!

By Patrick M. Rose, BPPA Secretary

The other night, after celebrating the careers of a couple dozen of our retirees, my wife and I decided to take a stroll downtown. After all, Boston is a walking city and it's our city. Sometimes I think we get so wrapped up in working in the city, we forget how great it really is. We take it for granted or let our daily work as Police Officers dealing with the miscreants of society cloud our love for this place, our Boston. Anyway, the meal at the retirement party sucked, (just an opinion), so we decided, take a walk maybe grab an app and a drink somewhere, just enjoy the beautiful fall night.

We ventured downtown and drove around. It was a Friday night and things were hopping around the Crossing (with new found restaurants and clubs), Chinatown was busy and Faneuil Hall area was bouncing with literally thousands of people, but we were looking for something a bit more subdued, a slower pace.

My wife, (a born and bred 'townie'), suggested the North End. We haven't been to the North End in quite a while. So, I drove over and actually found a parking spot. We parked the car and got out for a walk with no specific destination, again maybe a drink and an app. We ventured into the North End neighborhood, not Hanover Street but the back streets and alley ways. As we walked we passed several North Enders, (not the new yuppies), some of the old Italian families that are still there, (not everyone moved to Peabody with **Mark Bruno**). Everyone we passed had a smile or greeted us with a simple hello or isn't it a pleasant night, etc. We made our way over to the 'Regina', there was a very small line, maybe two couples ahead of us, so we said what the hey, haven't been there in like forever, let's get a pizza and a beer. As we waited, for a short time I might add, we engaged in pleasantries with others in line or passersby. It was a pretty good mix of new and old Bostonians. After a few minutes we were greeted by the manager who also subs as a cook, bus boy, waiter and any other duty to keep it all flowing. My wife, Fran and I sat down and just looked, looked around the small room, the tiny bar and took it all in. The place hasn't changed at all. The same chairs, tables, pictures and I think waitresses, only kidding about the waitress, she was young and bubbly with the same smile the Pizzeria is noted for. We settled in and ordered a pie (that's a pizza for you non-city folk) and a beer. The place was buzzing, again a mix of college kids, new North Enders, a couple of North End families and a few tourists. It was a fun atmosphere, flooding our memories and conversation of days gone by, of our previous visits with the kids years ago, etc. The beer was served and yes, it was cold and tasted great! After a while the pie came, half 'roni' and onions for me, half cheese for her. Absolutely nothing like it. Nothing, I mean nothing has changed, it was delicious! The crisp thin crust, the delicious tomato sauce and mozzarella cheese, the crisp tasty oily pepperoni and the fresh onions. We can't forget the bottle of seasoned oil on every table, it's probably been fermenting for years, the best! Oh and yes, chased down with a Sam Lager! Boston at its best! It was loud, noisy and wonderful. It was fun and tested every sense we had; taste, sight, smell, hearing, touch and our foggy memories! Can life get any better?

A cool night in the city, friendly people, good food and beer and sparkling memories of old, unbelievable! After taking our time, not being rushed whatsoever I might add, enjoying a few slices and a



couple of beers, we wrapped up the rest to go. The waitress was attentive and full of smiles, she never seemed overwhelmed at the constant flow of customers coming and going and never passed the table without checking on us. I now remember why this little pizza parlor has been in business so long and will probably continue for another 100 years. We thought we wanted subdued, what we got was loud, noisy and fun, yes fun! As we said our goodbyes, the manager again came over, thanked us for coming and wished us a good night. Maybe it was the way we were dressed, coming from the retirement banquet, or maybe because we were a little older than most in the restaurant, but I really believe he treated and treats every customer the same, the same way people have been treated there for the past 80 years.

We made our way back out to the street, the North End, the neighborhood. We walked hand in hand and reminisced about how we used to stop down here every week when we started dating thirty-seven years ago. We laughed about bringing our kids here for pizza and remembered when one of our daughters managed to get herself stuck behind a jammed door in the bathroom and our youngest, (Heather), came running out announcing to the entire restaurant "Mom, Dad, Amanda's stuck in the toilet crying and she can't get out!". We shared a chuckle over the memory that the entire restaurant erupted in laughter and stood applauding her as the staff pried open the old door to the stall and released her from her temporary prison. We walked and talked reminiscing about our past dinners at the old Polcari's restaurant or our meals at any one of the dozens of small store front restaurants, some still there, most gone. We passed some kids passing a football around on the small streets at 11:00 at night without a care in the world. Families sitting on their stoops and lights decorating the row houses for Columbus Day celebrations coming over the weekend, some already adorned for Halloween. We felt whisked away to the sixties and seventies just walking, strolling, not concerned at all that were weren't in our own neighborhood, not a thought about being harassed or nervous walking though the small streets and alley ways, because every where we looked it was the same, people and families talking, laughing just simply enjoying life, like it used to be and still is in the North End.

My wife and I make it a point to visit every neighborhood in this great city, have a dinner, enjoy the atmosphere. Whether it's Downtown or Chinatown, the Back Bay, Allston/Brighton, Southie, Roxbury, Rossi, or JP, EastaBost, Dot, the Pan or Hyde Park, the South End, Charlestown or Westie, the New Waterfront District and yes, the beloved North End. Do yourself a big favor, take a walk, enjoy our city. Even if you and yours moved out for whatever the reason, it's still your city, go ahead, Take a walk!



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# NYPD cops say they won't go above and beyond the call of duty over "stop-and-frisk" lawsuit risks

By Dana Sauchelli, Jamie Schram and Natasha Velez, New York Post

**N**YPD beat cops posted a police-union warning in every precinct yesterday instructing officers not to go above and beyond the call of duty — or risk losing their jobs because of the new stop-and-frisk laws, the *New York Post* has learned.

"All officers should take action if he or she sees a crime in progress, or if he or she sees that his or her life or the life of another person is in danger . . . [But] all officers should be careful not to initiate any law-enforcement action that could be construed as violating the new legislation and subject the officer to legal action," read the memo by Patrolmen's Benevolent Association president **Patrick Lynch**.

Several rank-and-file cops said yesterday that they plan on following Lynch's advice rather than risk their careers.

"We are being told not to look for perpetrators of crimes because then we are opening ourselves up to a lawsuit and the job isn't going to represent us," a police source said.

"Crime is about to skyrocket. We are going to show up and take reports. This was the safest city in the country . . . Now most crimes will go unsolved."

Another source added: "These rookies are just getting on the job out of college. They're not going to risk their pensions. Arrests are going to drop, and crime's going to soar."

"It really puts a wrench into law enforcement. They're going to be second-guessing everything they do."

Another cop agreed that fear of being sued will hinder investigations — even in rape cases.

"If someone gets raped and says it was a black male, I'm going to be handicapped to stop someone because I could get sued for racial profiling. So now I'm just going to take reports," the cop said.

Even the bad guys have gotten the memo.

"Perps on the street are saying, 'If they're not going to stop me, I'm going to start carrying [my gun] again.' That's the word on the street," said one police source.

"The number of stops is going to go way down, and crime is going to go way up. Shootings and murders are going to come back big time," the source said.

"Now all these guys who weren't carrying guns are going to carry again, because they know we can't stop them. The first thing a perp is going to say is, 'You can't stop me, I'm going to sue you,' a second source agreed.

The sources said most cops want to pursue criminals and make stops, "but now they think if they do, they're going to get sued and the department won't have their backs. So now they're not going to do squat. The situation is just too volatile."

New bills passed by the City Council — following an override of **Mayor Michael Bloomberg's** vetoes — create an inspector general and allow citizens to sue cops in state court under an expanded definition of racial profiling.

"I'm not stopping a soul," said another police source. "Let the perps play. We put our lives on the line every day for criminals. You think any cop with a functioning brain is going to risk getting a lawsuit or losing their pension?"

Stop-and-frisks were already on the decline before the measures, which could bring the effective police tactic to a virtual halt.

New figures obtained by *The Post* show there were 58,088 stop-

and-frisks recorded in the second quarter of this year — the least of any quarter since at least 2005.

Mayor Bloomberg yesterday threw up his hands in defeat after fighting the bills for nearly a year.

"The fact that they overrode the vetoes wasn't a surprise. It's election-year politicking rather than common sense in terms of what's right for the city, and the next mayor's going to have to deal with whatever laws there are," Bloomberg said on his weekly WOR radio show.

"In the meantime, my job is to keep bringing crime down. We're just going to keep doing everything we can to, within the law, keep people safe."

Bloomberg said he intends to file a legal challenge to the racial-profiling bill that allows for state lawsuits.

But he didn't give his usual warnings about the bills leading to a crime spike. And he said he'll leave it up to his successor to make things right.

"I can't tell the next mayor what to do, and I shouldn't tell the mayor what to do," he said. "I've fought as hard as I can."

But Bloomberg is appealing a federal judge's order for an independent monitor of the NYPD. The judge ruled that the NYPD engaged in "indirect racial profiling" by making hundreds of thousands of unwarranted stops of blacks and Hispanics.

All of the Democratic mayoral hopefuls except for **Anthony Weiner** have said they'd drop the appeal of the federal decision. All three Republican contenders have vowed to continue Bloomberg's fight.

**Cops on the beat already have the following mountain of oversight:**

\* **Civilian Complaint Review Board:** Investigates complaints of alleged misconduct with subpoena power.

\* **Commission to Combat Police Corruption:** City agency that monitors and evaluates anti-corruption programs and practices.

\* **NYPD Internal Affairs Bureau:** Reviews allegations of police misconduct and can recommend disciplinary action.

\* **NYPD Quality Assurance Division:** Monitors compliance with department procedures through audits.

\* **Investigation Review Section:** Part of the NYPD Chief of Patrol's Office, investigates complaints not handled by IAB and CCRB.

\* **Prosecutors:** The city's five district attorneys, two US attorneys and the state attorney general have jurisdiction to conduct criminal investigations into allegations of police wrongdoing.

\* **Justice Department Civil Rights Division:** Prosecutes allegations of police misconduct relating to civil-rights violations. Supervisors: Sergeants, Lieutenants, precinct integrity officers and precinct commanders all review and evaluate the performance of officers.

**A federal judge and the City Council have added these two extra layers of oversight:**

\* **Inspector General:** Investigates and reviews NYPD operations, policies and practices, including stop-and-frisk.

\* **Federal monitor (Peter Zimroth):** Oversees compliance of a federal judge's ruling reining in stop-and-frisk, including training, supervision, monitoring and discipline.

*Additional reporting by Yoav Gonen and Sally Goldenberg.*

*(Reprinted from the New York Post, Saturday, August 24, 2013.)*

# Me and my big fat mouth (or pen in this case)

By P.O. Jay Moccia

**S**o, in the last issue of the *PAX*, I submitted an article titled “The Emperor has No Clothes”. It was a recap of the events that took place in the aftermath of the Boston Marathon Bombing, which I wrote with input from several other Officers of all ranks – including Command Staff. I felt so passionately about what we went through, that I included an offer to debate the issues related in the story. Imagine my surprise when I got a call from the YC-02 himself. I was on vacation, but we agreed to meet when I got back.

After making an appointment, I traveled to the rarified air of the Crystal Palace. I felt like a Christian in the

Coliseum waiting for the lions. I even brought my own water in case the Chief tried to slip me some Kool-Aid. We exchanged pleasantries (our kids played Little League, and attended the same school) then got down to business. There were some ground rules. No names. The word “mistake” would not be used – we agreed on “oversight” (considering the scope of this event – it’s only fair), and although our ranks are almost as far apart as you can get, we would speak candidly. I also offered to pen this item – neutrally, not as a puff piece, but an instrument to disseminate some info. As with any home game, **Chief Daniel Linskey** let me go first. Before we began, I allowed him to read the unedited version, which immediately cleared up a few misunderstandings. I’m not at liberty to discuss the article as written, suffice to say I had to make some minor, *ahem*, adjustments before it went to print.

I started by relating the mood of the troops – including the heroism displayed by the Officers assigned in and around the Finish Line. I opined we (patrolmen, line supervisors) carried the day, and that it was quite an impressive sight. Chief Linskey offered that knowing how we operate day to day he wasn’t as surprised, but just as impressed. In his words, we do it every day, this was no different – just on a larger scale. We discussed the role of the Command Staff during the crucial first few hours. The Chief assured me they were all just as busy, even though we didn’t see them, which led us to the long hours. (He [Linskey] stated at one point during the week, the amount of hours worked even caught up with the Command Staff, who, after figuring it out left **Supt. Mancini** in charge, because he was “low man” with only 16 hours in.) The logistics of this operation dwarfed everything in our history. The biggest problem we faced before, during and after was communication. Not the radio, per se, (*more on that later*) but information on deployment, up and down the line. I had the advantage of being assigned to the Incident Command Post (ICP). I saw everyone from the Governor, Commissioner, FBI Heads, and Politicians, all coming and going. In that initial chaos Officers on post knew they were in for a long night. According to Chief Linskey, the decision to go to a 12 hour shift was a no-brainer.

The Chief admitted the whole Operation was an eye-opener. It exposed our strengths, weaknesses, and needs. We discussed a variety of equipment issues, and without giving away any secrets, here are some things that are either in the planning stage, moving toward implementation, or being studied/tested for our use in the field. Patrol Rifles are coming in some form.

Implementing it, with the resulting relief, was the hiccup. Because squads were moved, or re-assigned, their operational availability was unknown, and had to be determined **BEFORE** bodies could be moved in and out. I personally was on my fourth relocation, which landed me at the ICP.

Our presence was needed that next day by the citizens, so that people would feel safe as they went about their daily routines. Adding my two-cents, it also let us (Patrolmen) discuss the events as they had transpired, among our peers, which began **OUR** healing process. I know I felt better, just being able to complain (we all know how important a good bitch session is!) to guys who had similar experiences. The Official response for Peer Support was directly driven by these informal “meetings”. Guys would express concern for someone not doing well, and reach out to a rep or boss and that cop would get help. Once again, I know some time has passed, but if you’re having trouble **PLEASE** reach out to the Stress Unit. There’s no shame in it, think of it as an OT that only you can respond to.

The Chief admitted the whole Operation was an eye-opener. It exposed our strengths, weaknesses, and needs.

We discussed a variety of equipment issues, and without giving away any secrets, here are some things that are either in the planning stage, moving toward implementation, or being studied/tested for our use in the field. Patrol Rifles are coming in some form. Chief Linskey has long been a supporter of these guns, in the hands of patrolmen out on the street. There are still some details to be worked out, but long guns will no longer be the sole domain of SWAT. Training programs are the first hurdle. Tactical use, transportation, etc all need to be agreed upon by the Department, and our Unions, so there is no timeline at

this point, but it’s on the fast track. New Less Lethal ordinance is also being tested, and that should be in use sooner rather than later. It consists of a more ballistically capable projectile, which will replace the “beanbag” round.

The most important, yet frustrating problem was communication. With that many agencies, frequencies were needed to relay info between a myriad of departments and agencies. It takes time, and everything needs to be confirmed. Steps need to be taken to prevent information overload, which leads to more confusion.

Tasers are being looked at for SWAT, to provide another less lethal option during arrests in certain situations. Ballistic helmets may also make an appearance in some form. Their deployment may depend on the situation. Discussions of the practicality of a “Tactical Truck” or trailer which could be dispatched are under way. This vehicle would contain: helmets, hard trauma plates for our ballistic vests, shields, walkie-talkie batteries, phone chargers, etc. It would be staged somewhere in the “hot zone” so Officers on the line could rotate in to access the equipment.

Some items were off the table, and after a brief explanation I had to admit it made sense. Lasers for the pistols were one. Chief Linskey explained that the light would outstrip the Glock’s capability. Our

See **Big Fat Mouth** on page 39

# There are NO RULES in politics

From **Secretary** on page 7

heads high because you are Boston's Finest! Always check your back for puncture wounds after a politician slaps you on it telling you what a great job you're doing, etc. Be prepared to answer the call for help as we always have and always do, regardless of the slanted, grotesque, slimy, hateful way in which certain people and institutions attempt to portray us. Stay strong, be careful and back each other up out there. Sometimes I really believe we only have each other. Remember, Your number one responsibility is to get home safe to your family. God Bless.

## *Me and my big fat mouth (or pen in this case)*

From **Big Fat Mouth** on page 38

sidearm is accurate in most average hands for about 25 yards, give or take. A laser can shine a light on a target that may be 75 yards away, **BUT** that distance would (again in *most* cases) be outside the effective range of this weapon, and its ammunition. It certainly makes sense to me, explained in this manner. However, the Patrol Rifles will be fitted with some type of combat optic-zeroed to the rifle. Another accessory, the tactical light is being tested by several members of the Department. It also has some shortcomings. One being the Department is concerned some Officers would use it as their only source of illumination. Imagine the outcry as a cop fills out an FIO at night using his pistol to light up the form. Take a look around the guardroom, as you weigh this, and I bet you could pick out one or two cops who would probably find themselves in this situation. But again, they are being field tested, so the light will get a thumb up or down in the near future. The feasibility of a Canteen truck, which could replace or supplement the much maligned "Water Truck" is also being talked about.

The most important, yet frustrating problem was communication. With that many agencies, frequencies were needed to relay info between a myriad of departments and agencies. It takes time, and everything needs to be confirmed. Steps need to be taken to prevent information overload, which leads to more confusion. The Chief even played a recording of the gun battle that took place between the two terrorists and Law Enforcement Officers. In typical BPD fashion, he used a boom box he claimed was not present at Meigs Field during his teenage years. True to his statement, he ordered the information of this event broadcast to BPD units immediately after he got it. Any delay was not the result of a BPD "secret squirrel" operation, but rather a combination of information being relayed through many sources, and geographical inconsistencies – many units simply didn't know their way around town. I believe the issue of communication was more between agencies, not among us (BPD).

So, as we concluded our "debate", we both agreed that it was a learning experience for everyone involved. It was an Operation the likes of which we had never seen in our careers, and we both concluded that we could gladly go into retirement without having to do it again. But, the Chief assures me that **IF** something of this nature, or anything even remotely on this scale occurs, the lessons we learned will not be ignored. One lesson I've learned is you never know who's reading this stuff!

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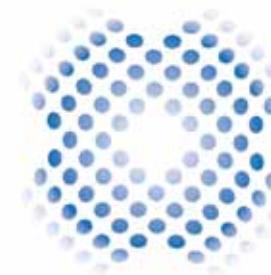
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# I know how many licks it takes to get to the center of a Tootsie Pop

By P.O. Jay Moccia

In a typical case of Massachusetts' Double Standard, a retired Ashland Police Sergeant has been ordered to pay back some of the \$46k he earned while **WORKING** Paid Details, in addition to collecting his pension, earned for 41 years of dedicated service to his community. Meanwhile, the Hickeys of Medford defrauded the State's Welfare system for over \$160k, and will face no jail time. They have been ordered to repay the stolen money within the five year period of their probation. Anyone willing to bet who ends up paying back more of their cash windfalls? At least the cop worked for it. Just a thought – if you owed the Government 10% of that \$160k, they would get **EVERY** penny of it from **YOU!**

*Speaking of Welfare "anecdotes" as Governor Deval Patrick refers to the cheaters, Vivencia Bellegarde, a Haitian immigrant was arrested for OUI, after her Cadillac knocked a Globe delivery truck off 93N, and onto the Leverett Connector, 40 feet below. She was found to be in possession not, one, not two, but THREE EBT Cards. To be fair, one of them was hers. During her arrest, she made racist comments to the Trooper, and referred to him as "stupid" for paying for food, when she gets it for free. Oh, and just for good measure, she threatened his life, and vowed to put voodoo curses on him. Once again, anyone want to wager on how much she'll repay to the state coffers? As much as I hate to agree with Liberals, she's right, we are suckers for paying – for the likes of HER!*

A rodeo clown in Missouri has been hit with a lifetime ban, and the NAACP is calling for a full investigation from the Department of Justice, after he donned an Obama mask, and entered the corral during a bull riding event. Funny, I don't recall any of this hullabaloo when George Bush was lampooned in a similar manner.

*After Egyptian President Mohamed Morsi (a proud member of the Muslim Brotherhood) failed to include opposition members in his government the military stepped in and removed him from office, placing him under house arrest. His supporters including many groups linked to radical Islam have been rioting, clashing with the military, police and attacking Christians on a daily basis. The Obama administration has pulled aid to Egypt, citing the removal of the duly elected leader. What is the dear leader thinking? Considering the Egyptian military is wiping out folks we consider terrorists, we should be sending them as many bullets as they need. Talk about a hypocrite!*

I broke my foot in June (on duty – more later) and during one of my visits to HQ to see the doctor, I noticed this sign in the office: "Worldwide studies have determined that worklessness significantly increases early death, cardiac disease, cancer, alcohol abuse, divorce, Alzheimer's disease, and suicide." I thought to myself, if those studies are correct, how can there so many welfare bums left?

*Creepy Anthony Weiner, erstwhile New York City Mayoral candidate and cyber flasher is once again in hot water after sending more unsolicited naked photos of himself to young females. Posting under the nom de genitalia "Carlos Danger", his lead in the polls has fallen faster than his lead in the pole. Lampooning him is almost too easy, so I'll let the best NY Post headline ever sum it all up: "WEINER VOWS TO STICK IT OUT"...*

Hawaii, the "Aloha State" is attempting to say aloha to its Welfare recipients. In a bid to cut down on homelessness, Hawaii has offered

a one way ticket off the island to any layabouts willing to surrender paradise. So if you see any bums with a great tan on the Commons you'll know how they got there. PS: They stole my original idea – it involved a Fung Wah bus!

*Have you ever noticed, that while you're on vacation, you try to eat well, not drink too much, and walk around a lot for the first few days, then eventually you say screw it and over indulge?*

Many of you are familiar with HUAS (head up @\$\$ syndrome). With the tech savvy wandering around in a daze texting all day, I've coined the phrase "iComa" to describe their inattentiveness.

*I won't say the game "Candy Crush" is addictive, but I think my wife is getting diabetes from it...*

"The Quartering Act of 1765 required the colonies to house British soldiers in barracks provided by the colonies. If the barracks were too small to house all the soldiers, then localities were to accommodate the soldiers in local inns, livery stables, ale houses, victualing houses, and the houses of sellers of wine. Should there still be soldiers without accommodation after all such publick houses were filled, the colonies were then required to take, hire and make fit for the reception of his Majesty's forces, such and so many uninhabited houses, outhouses, barns, or other buildings as shall be necessary."

This was one of the punitive measures that lead to the American Revolution. Colonists were forced to put up Redcoats on their dime, as well as pay taxes to support the troops. I see a direct correlation to what's happening today with our government. Instead of redcoats, substitute welfare recipients. We house them in projects (barracks) but when there is no space, we put them up in hotels (inns, ale houses, etc) to the tune of about \$1 million a week according to the Boston Herald. Now the City of Boston has forced homeowners to register their apartments or face heavy fines, despite that information already on record through the Assessor's Office. How much of a leap do you think it would be, before the City forces landlords to submit a number of their empty apartments for use by the Department of Public Health or other agency as shelters for homeless families? After all it's "for the children". Can someone check on the delivery of our pitchforks and torches?

*Speaking of shelters, Sweden has provided drive-in shelters for sex, in order to provide some privacy and safety for prostitutes. The wooden partitions are situated like a parking spot with a partition. Inside there is a police call box, in case the patron, or pro gets a little too frisky. Talk about a drive-thru!*

Has Senator John McCain gone nuts? Even after his experience in a Vietnam prison, he now claims Syrian rebels (many linked to Al-Qaeda) yelling "Allahu akbar" is akin to Americans yelling "Thank God." I've always considered him one of the good guys, but I'm wondering if dementia is setting in...

*There is nothing like hand washing, and waxing your car.*

Paging all Hollywood Liberals, Obama is threatening to bomb Syria, and we haven't heard from ANY of you...

*Army Major Nidal Hassan was found guilty and sentenced to death for his, ahem, act of workplace violence at Fort Hood, Texas. His appeal is automatic under Military Law, but on procedural grounds. So, looks like the Jihadist will be meeting Allah albeit a little*

See **Tootsie Pop** on page 41

# I know how many licks it takes to get to the center of a Tootsie Pop

From **Tootsie Pop** on page 40

later than he figured. Hassan, who is confined to a wheelchair as a result of being shot by **Base Police Sgts. Mark Todd and Kimberly Hunley** will be dispatched by lethal injection. He awaits his sentence, which must be confirmed by the President (thankfully Obama will be long gone from office by then) at the Military Prison Death Row-Fort Leavenworth, Kansas. GOD is great!

I now envy the Russians. Their leader, Putin hunts tigers bare-chested. Obama thinks he's Tiger, and can't reach home plate in his mom jeans.

A Florida jury exonerated Neighborhood Watchman **George Zimmerman** in the shooting death of Trayvon Martin. Being out injured, I watched a lot of the trial, and wasn't surprised by the verdict. I was shocked by all the protests-they reminded me of the riots after the OJ Trial.

**Boston Mayor Tom Menino** finds himself in a bit of hot water, after stating bankrupt Detroit should be blown up. Uh, Mr Mayor, I don't know the last time you ventured to the Motor City, but it looks like someone beat you to it!

*I'm reasonably certain there is no fruit in Fruit Loops, but I will continue to eat them in hopes of finding it.*

For those of you who are concerned, in June I had to be recertified to operate a department motor cycle. Although I had not ridden one in several years I was like a kid who was told his favorite toy was being thrown out. I just had to get back in the saddle. After a few brief rides around the Back Bay, I felt confident enough to take the test. Boy, was I wrong! The results? Broken foot and severely bruised ego. Luckily there is no viral "You Tube" video of the incident.

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## Shooting for a Cure Fundraiser: Right on target

By **P.O. Jay Moccia**

Photos by **P.O. Debra Fisher**

The BPD Range once again hosted the annual "Shooting for a Cure" pistol competition at its Moon Island facility. Shooters from all over Massachusetts and Rhode Island, representing various Federal, State and Local Law Enforcement agencies gathered for bragging rights and a great cause: Cops for Kids with Cancer (CFKWC). To date the shoot has generated about \$50,000 for the charity, through entry fees, raffles, T-shirt sales, and donations.

Although the August sun was hot, the competitors remained calm and cool as they worked their way through various courses of fire. From a three gun obstacle course, to Jedburgh Targets' state of the art pop-ups, the Law Men were challenged to the limits of their abilities. When the (gun)smoke cleared, this year's Top Shot Cop was **Joe Niemczyk** of the Blackstone, MA Police Dept. He was challenged by 2<sup>nd</sup> & 3<sup>rd</sup> place finishers **Joe Racine** of the Mass. State Police, and **John Hay** of the Federal Bureau of Prisons. But, as always, the big winner was CFKWC.



# Remembering Our Deceased Veterans and Those Serving

By Mark A. Bruno

**A** few years ago a good friend of mine passed away at the age of fifty-two. His name was Frank and he was a Vietnam Veteran. He had four children (all boys) and a devoted wife. He also had many friends which is the reason I decided to write this article. Too often our veterans succumb to untimely deaths. Being involved in combat battle takes its' toll on our veterans both mentally and physically. The sacrifices these individuals have made should never be forgotten. Every time we look up at an American Flag we should always say a silent prayer to those soldiers who fought to keep our country free from tyranny.

My father was a WWII Veteran who fought in the Pacific aboard the USS Caperton and Bullard. These naval ships were given the assignment of running serpentine in front of the larger carriers in order to deflect any missiles from hidden subs or other vessels. My father kept a diary in which he wrote of some of these heroic battles. He talked about *kamikaze* airplanes coming in on their ship and how they took them down with machine gun fire. He saw things and lived through some gut wrenching experiences. What he took away from this experience would carry on through his life. I remember my father would always get choked up whenever he heard the song "My Buddy." My mother explained to me it was because he lost a good friend during the war and this song hit a chord with him every time he heard it. I suppose we all have our own songs that have sentimental meanings to us. Anyhow, my dad died at the



on the deck of his ship seated on the right side of the Commander.

Back to my friend Frank, I remember as a kid growing up in the North End, a party was held for Frank and a couple of his friends prior to them leaving for Vietnam. There was Frank, Mikey, Joey and Billy. I'm sure every neighborhood had such parties. These friends would share some of the most horrible experiences a human could go through. Some of them persevered upon their return while others needed counseling. Add to that the insult of a silent homecoming in which a nation divided could not even pay tribute to these brave

forgotten soldiers. What would persevere among Frank and his friends was the camaraderie they had for one another. As I looked around during the wake and funeral at all of Frank's friends I could see they all shared a time and place which would never be forgotten. It is a place they do not talk about much but is evident by the looks on their faces. Frank's best friend Joey gave a heart wrenching eulogy. It was a scene reminiscent of *The Deer Hunter*. Marines were dispatched to the church in order to play *Taps* and to render the flag folding ceremony. In between the soft crying you could hear a pin drop as the two Marines folded the American Flag end over end while keeping a somber stoic look as *Taps* were played. One Marine took the American Flag and softly marched in front of the widow where he turned and then leaned in and whispered his condolences and gave thanks on behalf of himself, the United States of America and the entire Marine Corp. He then handed her the folded flag, saluted and marched away.

She clutched the flag and wept as did the rest of us. It was a service and ceremony befitting for a King, but reserved for a friend. I just wanted to remember our deceased veterans on Veteran's Day, and also to thank those who are currently serving in our military, especially our active Boston Police members. May God bless and keep you safe.



age of sixty-six and it was my job to order the Veteran's plaque for his grave. I know the Veteran's Association goes around to all the cemeteries and places a flag on these marked plaques. These flags are purchased from the sales of the little red poppies which are made by disabled veterans and sold by them and other veterans which is a very noble gesture which means so much. In the picture above, my Dad is



# The hidden cost of layoffs

**S**o much has happened at Boston EMS since the last edition of the *Pax Centurion* that it is difficult to decide where to start.

Between the layoffs imposed at EMS, to the budget issues, to the reductions in training and staffing, the contract negotiations or lack thereof, and the organized union activity the BPPA/EMS division has orchestrated, I feel like I am poised in front of a giant game of ‘whack-a-mole’ trying to decide which topic to hit.

I suppose what stings to most people are the layoffs and the devastating effect they have had on Boston EMS. But the layoffs aren’t the whole story. People who have left EMS for a variety of reasons, such as retirement are not being replaced, particularly in the higher ranks.

If you do not replace vacated positions, is that a cut? I think so. In a city where EMS gets busier and busier ever year, the PHC 2014 budget for EMS contains **20 FEWER FTE** (Full Time Employees) than 2013. The core responsibilities of those that have left have been shifted onto the remaining few who already had full workloads. In fact, Boston EMS is twice as large an operation as it was in 1995, with half the administrative staff.

At the Public Health Commission’s budget hearing, the entire Boston City Council stated quite clearly that any reductions at Boston EMS should **NOT** impact services delivered to city residents. Boston EMS is the best EMS service in the world; a true asset to the city, and the council recognized that. They wanted response times to stay the same, and the number of units on the street to be maintained. So office workers were laid off, and Training Captain, Deputy Superintendent, Lieutenant, and Paramedic positions were not filled. That wouldn’t hurt the service right....? Right....? Yes, the nine positions eliminated were not BPPA jobs, and yes, they were administrative positions, and not “street EMTs”, but they were people, **OUR PEOPLE**, who performed necessary tasks at EMS; tasks that are no longer being performed in an already short-staffed department. When you add the nine laid off to the vacated positions created by attrition, a clearer picture begins to form.

Boston EMS didn’t get to be the best of the best by accident. It took a lot of hard work by a lot of dedicated people. So in a stunning example of administrative shortsightedness, many of the people who helped make Boston EMS the best service out there were dismissed, and the positions that maintain the level of excellence at EMS remain vacant. To say that Boston EMS has not been hampered by this is foolish. Let’s take a little walk down memory lane, and take a look at what Boston EMS used to be able to do:

**In the past**, Boston EMS tracked Cardiac Arrest data, examined EKG tracings closely, evaluated the effectiveness of CPR being done, and compiled information not only on how many people survived Cardiac Arrest, but on how to improve outcomes. The ability to do this has been severely hampered, as there is no one to do it in a timely fashion and any data gathered is of little use, weeks or months later.

Does this impact the effectiveness of Boston EMS on the street? I think so.

**In the past**, Boston EMS kept track of the location of every Automatic Defibrillator in the city, and ensured they were inspected, intact, and operational. If someone were to suffer a cardiac arrest, and there was such a device in the building, bystanders could be directed to it and coached in the use of it. That ability is now severely limited due to staffing shortages. Could that cost someone their life someday? I think so. Will that negatively impact the cardiac arrest survival data? Who knows? There’s no one to compile it regularly. That doesn’t hurt the service, right....? Right....?

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If you do not replace vacated positions, is that a cut? I think so. In a city where EMS gets busier and busier ever year, the PHC 2014 budget for EMS contains **20 FEWER FTE** (Full Time Employees) than 2013. The core responsibilities of those that have left have been shifted onto the remaining few who already had full workloads. In fact, Boston EMS is twice as large an operation as it was in 1995, with half the administrative staff.

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Can’t do that anymore either, as the once five Training Captains has now been reduced to a drastically overloaded two.

**In the past**, Boston EMS had the ability, with its Training Department to adequately run academies of recruits, and train them to become Boston EMS EMTs. The ability to do this was helpful, given the statistic that, on average, fourteen employees leave the service every year for various reasons. If you factor that into the FTE numbers mentioned above, EMS could be in really big trouble staffing-wise in a year or so. Good thing that the Training Department is fully staffed, and up and running. Oh, wait a minute.....Never mind.

**In the past**, Boston EMS reviewed ambulance call documentation, looking for ways to improve the effectiveness of our service. EMS was able to spot trends, identify areas where similar illnesses were cropping up, and over time identify locations where illnesses of a specific type were more common, and take steps to alert health officials, and address them. EMS shared this collected data with a variety of agencies and concerns. EMS even shared data on the prevalence of air bag deployment in motor vehicle accidents to some auto makers who were looking for clues on how to make their safety systems better. Not anymore. Do you think that hurts the effectiveness of Boston EMS? I do.

**In the past**, Boston EMS EMTs and Paramedics were trained about new trends, and occurrences that were developing in the medical field in a timely fashion, so that crews could wield the new information out on the streets. When the new ‘designer drug’ Molly reared its ugly head in early September 2013, resulting in one death, and several lengthy hospitalizations, Boston EMS learned about the drug not from training, but from a few hand-outs printed off the internet,

See **Layoffs** on page 46

# Actions speak louder than words

By Ed McCarthy, EMS Editor

My father told me a long time ago that actions speak louder than words. In this age of digital communication, where people can type words, and send instantaneous text messages to relatives across the world on a handheld piece of glass while walking their dog, that is still apparently true. The BPPA/EMS Division has been conducting coordinated Union action, as the use of words does not appear to be working. But it wasn't for a lack of trying:

The BPPA/EMS division began new contract negotiations in good faith in 2010, as the old contract was about to expire. For three years, the BPPA negotiating committee has been meeting with Public Health officials about contract negotiations. **THREE YEARS.** Then in June of 2013, the PHC negotiators broke off negotiations, and walked away from the table, saying they had to check with their "Principals" first. They were not empowered to make any decisions at the table themselves. Three years of negotiations – three years of words – down the tubes. Wasted.

The EMS division knew of the current budget shortfall for fiscal 2014, and pointed out to the PHC that the budget they were drafting was insufficient to fund EMS, the one program they administrate that directly provides medical care to **ALL** of Boston's residents. Even more baffling was while the PHC **CHOSE** to under-fund EMS by almost 4 million dollars, they fully funded other programs, and pet projects that directly provide care to....well.....no one.

The most glaring example is the chicken farm. The Boston Public



Health Commission runs a chicken farm on Long Island. These chickens are free range, and lay organic eggs. How this helps urban healthcare delivery is vague at best. The PHC claims that it is largely a job training program, and that agriculture in Boston is important. That's a public health concern? The farm is fully funded through to 2015. EMS work-

ers are working without a contract for over 2 years, and the service is grappling with severe reductions, and faces more in the near future. But the chickens are safe.

Shortly thereafter, layoffs at EMS were announced, ostensibly to combat the forecast budget shortfall. Back in May, the City Council had insisted that there be no reduction in the number of EMTs, and that the service should not be weakened, so non-BPPA office workers who help the EMTs do what they do were laid off instead. Without the supporting tasks those office workers used to do, coupled with attrition the PHC refuses to replace, the work of EMS has become much more difficult, and in the longer term, will drastically hurt the service.

At the next meeting of the BPPA/EMS Division House of Reps, a

[www.bppa.org](http://www.bppa.org)



The Long Island picket line.

unanimous vote was taken on communicating a letter of No Confidence on behalf of the entire membership of Boston EMS towards the PHC Administration. It was intended as a strong signal that the EMTs and Paramedics of Boston EMS were tired of being strung along, lied to, and placated. Still, as strong as this message was intended to be, it was still just words. Words that were apparently ignored.

Talking to these people is like shooting pool with a rope.

And so, on August 18th, 2013, the BPPA/EMS Division acted. An informational picket line was formed, not out of malevolence, or a desire to bully anyone, but out of a desire to be heard; a desire to settle these issues, and demonstrate that the EMTs and Paramedics of Boston EMS were not just going to meekly sit and wait for the commission to further underfund and weaken the best EMS service in the world, and ultimately render EMS in Boston unable to fulfill its primary function. The occasion was the day the PHC held their barbecue to celebrate the good work they do on Long Island - ironic indeed that they were throwing a party for themselves after laying off people, and leaving them without a paycheck to buy food for their families. One of whom was just 6 months from retirement! I sure hope those hotdogs were tasty!

EMS people drew up their line, and jeered those that crossed it - and rightfully so. Anyone who did, either a union worker, or someone who worked alongside union workers should have known better. Shame on them. Over 200 EMS members joined by Boston Police, Boston Superior Officers Association, SENA, AFSCME, Boston Ironworkers, and SIEU members kept it up. All day.

Can you hear us now?

This organized union action must have struck a nerve, at the end of the day. The administrators of the PHC yanked their collective heads out of the sand long enough to send out some tersely worded e-mails, and disclosures on contract negotiation details no one should have been privy to. At least we know now their internet connection works. Contrary to faceless accusations, no EMS person used any profanity or threatening gestures. I was there, and there was none of that. I did see more than my share of middle fingers protruding from the cars that did pass by, however, which is apparently allowable in the double-standard-filled world of the Boston Public Health Commission. At least we appear to have their attention now. More organized union activity will likely follow.

So Dad was a pretty smart guy after all. Actions **DO** speak louder than words.

Unity and Strength.

# The hidden cost of layoffs

From **Layoffs** on page 44

distributed in a haphazard fashion by already overworked lieutenants, between calls on busy shifts. How effective is that?

**In the past**, Boston EMS pursued chances to get in on specialty training opportunities further cementing EMS as the best prepared, best trained EMS service in the world. In an recent unprecedented ‘hands-across-the-water’ episode, The Boston Fire Department, about to begin a training segment on technical rescue in building collapses, invited Boston EMS to participate in it. Building collapse is an often ignored field of rescue science, and in an old city like Boston, it needed re-visiting. They reasoned EMS would be right in the thick of it with them, accepting injured parties from a collapse incident, and possibly injured firefighters as well. Sadly, the Public Health Commission declined to allow EMS to participate in it, saying they did not want to fund it. They had other priorities. Gotta feed the chickens, right? Ironic it was that weeks later, on September 22nd, 2013, there

was a partial building collapse after a downpour on Dudley St. in Roxbury.

**In the past**, employment at Boston EMS was the goal for many interested in the EMS service. People were quite literally lined up out the door to apply, take tests and get on the job. Hiring at Boston EMS was highly competitive, and it was easy to retain high quality, highly motivated EMTs and paramedics. Now, newer employees are looking around with new eyes. They see a department with an uncertain future, underfunded, overworked, and short staffed. They see a department that has all but done away with any hope of promotion, even for 20-plus year highly qualified members to already vacant positions. They see a workforce - their peers - mired in cynicism, frustration, and disappointment. They see a disdainful health commission administration that will not negotiate a contract with them, and has little interest in them, or the one program they administrate that directly helps ALL Boston residents. Many are leaving. Where is the incentive to stay? Would you stay?

I feel like the ghost of Christmas past going through all of this, but you don't have to take my word for it. If you are concerned about these issues, and their impact on Boston EMS, I urge you to seek out your own answers. Feel free to call the EMS office. Oh, wait. No one answers the phone there anymore, it's a machine. Someone might get back to you. Maybe. If that frustrates you, you can go down there and knock on the door. There's no one to answer it. But you can knock. If you choose, you can peer through the window there by the vacant reception area. There's a long row of empty desks to look at.

## Electronic wiretapping of police under Massachusetts wiretapping statute

From **Wiretapping** on page 32

moved to dismiss, arguing the officers were entitled to qualified immunity because “it is not well settled [the plaintiff] had a constitutional right to record the officers.” *Id.* The District Court denied the defendant’s motion, holding that the “First Amendment right publicly to record the activities of police officers on public business is established.” *Id.* The defendants appealed.

Though subject to reasonable time, place, and manner restrictions, the court held that an individual’s filming of the police engaged in official business is protected by the First Amendment. *Id.* at 84. It furthermore held that the plaintiff’s actions here, which included audio and visual recording, “fell well within the bounds of the Constitution’s protections.” *Id.*

In addition, the court held that the plaintiff’s complaint (without deciding the ultimate merits of it) made out a proper allegation for a Fourth Amendment violation, as the officers lacked probable cause to arrest him under G.L. c. 272, § 99. *Id.* at 88. Interpreting the Massachusetts Wiretap statute, the court held the plaintiff’s recording was not “secret” within the meaning of the statute.<sup>5</sup> *Id.*

## Implications

In light of *Jackson* and *Hyde*, the actions of a bystander in *openly* recording a police officer would not make out a criminal complaint for a Wiretap violation under G.L. 272 § 99. On the other hand, secretly recording an interaction with the police during a traffic stop, for example, would be a Wiretap violation.<sup>6</sup> While the law only requires actual knowledge as opposed to consent in order to be lawfully recorded, it offers more protection to law enforcement in that it prohibits *all* secret recordings, even those done in a crowded public place.

Another important consideration is that, subject to reasonable restrictions, a bystander who openly records a police officer in a public setting is not only (generally) safe from Wiretap prosecution, but is also engaged in a constitutionally protected activity.<sup>7</sup>

## In Memoriam at Boston EMS

**A**ctive Duty Paramedic Juli Nichols (Paramedic 143) passed away after a five year long battle with cancer on July 12, 2013. Juli excelled in her field, and treated all of her patients with a high level of professionalism and compassion which made her an outstanding example of what a member of Boston EMS should be. Juli will be missed by a multitude of co-workers, and friends made over her rich life, and 30 year career at Boston EMS.



**A**ctive Duty EMT Marcus Jerome (EMT-1077) was badly injured in a tragic accident on September 21, 2013. Despite receiving outstanding immediate pre-hospital care, EMT Jerome succumbed to his injuries. Unspeakable tragedies like this are always hard; this one even more so as Marcus was so young, and so new to the job. His co-workers spoke of a high degree

of dedication, and sadly commented on a high level of potential, now unrealized.

# BPPA Retired Patrolmen's Division News

## Public pension funds in Massachusetts get failing grades

By Beth Healy, Boston Globe

Eighty out of 105 Massachusetts retirement authorities received a failing grade for their progress in covering billions of dollars in future pension obligations, according to a new database of public pension performance. Only one earned an A.

The rankings show that nearly one-third of the state's towns, cities, and other public retirement boards are less than 60 percent funded — a level the authors at the Pioneer Institute in Boston consider poor. At the bottom of the pack are Springfield, Everett, and Lawrence, which have faced financial struggles and count a large numbers of retirees.

Systems with low-funded ratios are "reflective of bad investments over time, and the crash in 2008," said Joseph Connarton, executive director of the state's public pension oversight body, the Public Employee Retirement Administration Commission.

PERAC's annual report data is the source for much of Pioneer's new website, [MassPensions.com](http://MassPensions.com), which is aimed at providing transparency to taxpayers and retirees. The Pioneer Institute is a research group that advocates for limited government and has been pressing for more disclosure of public pension data.

"As a rule of thumb, a pension fund which is 90 percent or more funded is considered in a good condition," said Iliya Atanasov, Pioneer's senior fellow on finance. "Someone who is 50 or 60 percent funded is considered really bad. Less than that is dismal."

Springfield is ranked lowest, its pension 29 percent funded, down from a high of 57 percent in 2000. The city has a pension liability of \$925.6 million and assets set aside so far of \$258.7 million. It has 2,900 retirees and 4,800 active workers.

Springfield's funding issue is not just a function of poor investment performance years ago, the head of the city's pension board said, but also the long-term financial travails of the area. "Look at the economy of Springfield," said Anne Leduc, the executive director.

Springfield shifted oversight of the bulk of its retirement money to the state's pension manager, Pension Reserves Investment Management, in 2005. Dozens of other communities did the same around 2007, under pressure from the Patrick administration to boost returns.

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Many upscale municipalities also are under the 60 percent mark, including Andover, Brookline, and Newton. The only system that's fully funded is the tiny Minuteman Regional School District in Lexington, with \$11.6 million in assets.

The funding of public pensions is a major issue nationally, as states and municipalities with tight budgets delay contributions to the programs. Poor stock market returns over the past decade only made matters worse. Legislators have been slow to embrace politically prickly measures such as cutting benefits and raising retirement ages.

The pension systems peaked in funding progress in 2000, with \$18 billion in unfunded liabilities, according to the Massachusetts Taxpayers Foundation. That sum has doubled in 12 years, to \$36 billion, said Carolyn Ryan, a policy analyst with the group. Programs like early retirement incentives have cut short-term costs but added to long-term liabilities, she said.

In Everett, the trend is at least moving in a positive direction, according to pension director Robert Shaw. Its 38 percent funded ratio is up from 33 percent in 2006. The city is doing its part to help, having raised its annual appropriation to the fund to \$12.5 million from \$7 million, and the board is looking to stay on a "pretty aggressive schedule" to be fully funded by 2030, Shaw said.

"We're going in the right direction," Shaw said. "You can't fix something like this overnight."

(Reprinted from the Boston Globe, Wednesday, July 17, 2013.)

### BPPA RETIRED PATROLMEN'S DIVISION MEMBERSHIP APPLICATION

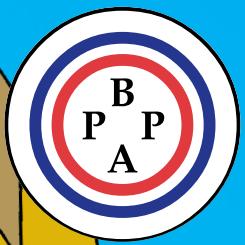
Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Home Phone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
Date of Appointment: \_\_\_\_\_  
Date of Retirement: \_\_\_\_\_  
Email: \_\_\_\_\_

Annual Dues are \$24.00.  
The year runs from March to March.

Please mail this application and  
\$24.00 annual dues to the:  
**BPPA Retired Patrolmen's Division**  
9-11 Shetland Street, Boston, MA 02119



# In Memoriam



*They Served With Dignity and Honor  
We Shall Not Forget Them*



**Police Officer  
William Ventola**  
June 13, 2013



**Police Officer  
Richard P. Allen**  
June 17, 2013



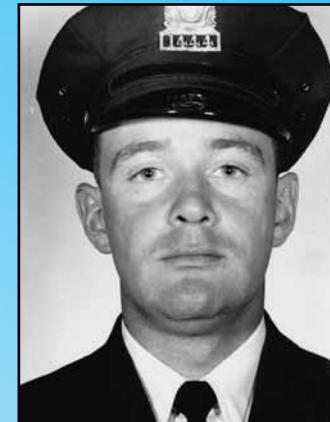
**Police Officer  
Karen Wilson**  
June 17, 2013



**Police Officer  
John J. Rizzotto**  
June 22, 2013



**Police Officer  
Thomas C. Fahey, Jr.**  
July 11, 2013

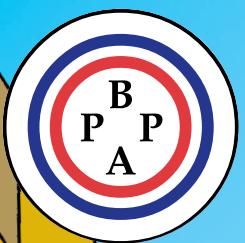


**Police Sergeant  
Detective  
Peter R. Ryan**  
July 18, 2013

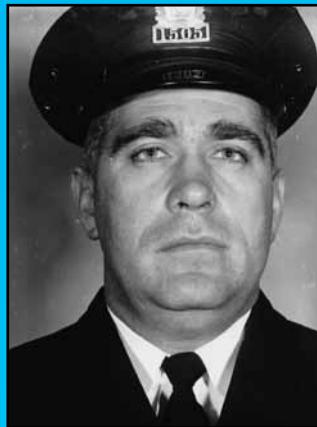
We apologize for any errors or omissions.



# In Memoriam



*They Served With Dignity and Honor  
We Shall Not Forget Them*



**Police Officer  
Robert R. Histen**  
July 20 2013



**Police Detective  
Thomas F. Cashman, Jr.**  
July 21, 2013



**Police Officer  
Leo E. Pistorino**  
July 21, 2013



**Police Sergeant  
Paul A. Joyce**  
August 5, 2013



**Police Officer  
James F. Foley**  
August 6, 2013



**Police Officer  
Joseph L. Williams**  
August 6, 2013

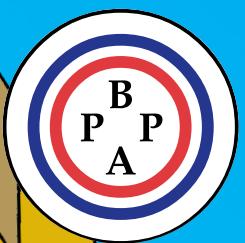


**Police Sergeant  
Morgan F. O'Loughlin**  
August 9, 2013

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# In Memoriam



*They Served With Dignity and Honor  
We Shall Not Forget Them*



**Police Detective  
George H. Whitley**  
September 5, 2013



**Police Officer  
William J. Wright**  
September 5, 2013



**Police Officer  
Francis M. Connolly**  
September 8, 2013



**Police Sergeant  
Patrick J. Caprio**  
September 8, 2013



**Police Officer  
William H. Rivers**  
September 8, 2013



**Police Officer  
Richard X. Hennelly**  
September 23, 2013

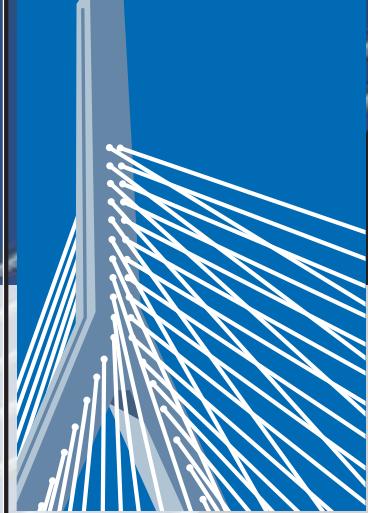


**Police Officer  
George E. Webb**  
September 25, 2013

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