

**American Arbitration Association  
Tammy Brynie, Esq., Arbitrator**

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In the matter between:

Boston Police Superior  
Officers Federation

- and -

City of Boston

AAA No. 01-18-0004-2849  
Class Action:  
Sergeants, Lieutenants,  
Captains - Detail Rates

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**Remedial Ruling**

**For the City**

Robert J. Boyle, Jr., Esq.

**For the Federation**

Patrick Bryant, Esq.

An Opinion and Award in this matter issued on October 20, 2021. As an aspect of the Award, I retained jurisdiction of remedial issues for 90 days, renewable upon request. In early 2022, the Union invoked a timely request to address remedial matters,

followed by a February 11, 2022 written submission detailing and supporting its remedial requests. By correspondence dated February 22, 2022, the City confirmed that it had appealed the October Award and requested that "the Arbitrator take no further action with this matter while the City's appeal is pending." I took no further action at that time.

On March 8, 2023, I received a judicial review update. I was advised that Superior Court Judge Uhlmann had denied the City's Motion to Stay on May 31, 2022. In January 2023, Superior Court Judge Connolly entered the following judgment:

The Federation's Motion for Judgment on the Pleadings is ALLOWED, except that the court declines to award fees and costs pursuant to G.L. ch. 231, sec. 6F. The City of Boston's Motion for Summary Judgement is DENIED. The arbitration award is hereby AFFIRMED.  
Judgment, Sup. Ct. CA-2184-CV-02764 (Connolly, J.) (Jan.11, 2023).

Following that Judgment, the Federation renewed its 2022 request that I address remedial issues. A virtual conference was held on March 29, 2023. At that time, I indicated that my initial review revealed no obstacle

to a resumption of remedial jurisdiction.<sup>1</sup> The City and Union, however, were given the opportunities to address whether the resumption of remedial jurisdiction was appropriate and to address the substance of the Union's remedial request. Detailed submissions have been received from both parties.

At the outset, I find no impediment to continued remedial jurisdiction. The parties, through their stipulated issues, expressly agreed that arbitral jurisdiction extended to a remedy. Remedial considerations were halted, however, pending judicial review of filed challenges to the merits of the Award. As I indicated during the March 29, 2023 virtual conference, Judge Uhlmann's denial of the City's Motion to Stay does preclude a resumption of remedial jurisdiction. Indeed, following Judge Connolly's Judgment, it is entirely appropriate to revisit remedial matters.<sup>2</sup>

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<sup>1</sup> More background detail is contained in my March 29, 2023 'Remedy' communication, transmitted to the parties through the AAA.

<sup>2</sup> The City's arguments against on-going remedial jurisdiction, based on the *Functus Officio* doctrine or the occurrence of on-going successor negotiations, are unpersuasive.

I accept the Federation's calculation of the current "regular hourly rate," to include the pay increases implemented in July 2018 and July 2019 pursuant to the parties' collective bargaining agreement. The Federation calculated current hourly rates of bargaining unit members as: \$62 for sergeants, \$71 for lieutenants, and \$81 for captains - based on day shift hourly rate (including lunch differential), plus hazardous duty, plus holiday. The calculated rate also included longevity based upon median years of service in each rank.<sup>3</sup>

My arbitral role involves the interpretation and/or the enforcement of the terms of the parties' collective bargaining agreement. With respect to a remedy here, however, I am also mindful of budgetary, policy and common-sense implications. During the period at issue, contracting third parties were on notice about certain detail rates and Federation bargaining unit members voluntarily elected to perform details with an understanding of

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<sup>3</sup> The Union requested that I consider a January 18, 2023 letter from Deputy Superintendent Cruz to the Boston Police Benevolent Society concerning a prospective rate of detail pay pursuant to the contract interpretation detailed within the October Award. In light to the City's objection, I have not relied upon that correspondence.

those rates. Under these circumstances (including the nature of the contract interpretation in dispute), I decline to impose a retroactive monetary remedy.

Therefore, as remedy, I determine that the City shall post the following hourly detail rates, effective August 1, 2023: \$62 for Sergeant, \$71 for Lieutenants, and \$81 for Captains. This remedy neither restricts nor prohibits the City from seeking to bargain about contract language and implementation on a prospective basis.<sup>4</sup>

/s/ Tammy Brynie

Tammy Brynie  
Arbitrator  
June 9, 2023

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<sup>4</sup> The City argues that on-going successor collective bargaining is the appropriate forum to resolve a detail pay dispute. See City's Objections of April 7, 2022, pp. 3,15; Objections of May 1, 2023, p. 6.