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OFFICE OF LABOR RELATIONS
ROOM 624, NEW CITY HALL
BOSTON, MA. 02201

MEMORANDUM OF AGREEMENT

between

CITY OF BOSTON

and

BOSTON POLICE SUPERIOR OFFICERS' FEDERATION

19

Effective: July 1, 1987
Expiring: June 30, 1990

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT made under chapter 150E of the general laws by and between the City of Boston, hereinafter called the "Municipal Employer," acting by and through the Mayor of the City of Boston, hereinafter called the "Mayor," and the Boston Police Superior Officers' Federation, hereinafter called the "Federation."

WITNESSETH:

Except as amended and supplemented herein, this Memorandum of Agreement carries forward and preserves the terms and conditions contained in the Agreement effective July 1, 1979, as amended by a Memorandum of Agreement dated July 22, 1983 and effective July 1, 1981, as further amended by a Memorandum of Agreement effective July 1, 1982, and as further amended by a Memorandum of Agreement effective July 1, 1984. Except as otherwise stated herein, the amendments contained herein shall be effective on the date of execution.

Amend Article XI, Vacation Leave, by deleting the language in Section 3 and inserting in place thereof the following:

Section 3. Effective on and after January 1, 1988, any member of the bargaining unit who prior to January 1 of any year has commenced his or her twentieth (20th) year of active service shall receive one week of vacation in addition to the vacation leave to which such member is already entitled under this agreement. In addition to existing vacation redemption rights, employees entitled to a fifth week of vacation under the agreement may elect to redeem said week in cash in lieu of utilizing said week as vacation. Each vacation day redeemed under this Agreement shall be paid at the rate of 1/4 of the regular weekly compensation.

Amend Article XII, Uniform and Clothing Allowance, by striking the first two paragraphs and inserting in place thereof the following:

Effective July 1, 1987, the City will provide each member of the bargaining unit an annual uniform and clothing allowance in the amount of five hundred dollars (\$500.00).

Effective July 6, 1988, the City will provide each member of the bargaining unit with an annual uniform and clothing allowance in the amount of five hundred and fifty dollars (\$550.00).

Effective July 5, 1989, the City will provide each member of the bargaining unit with an annual uniform and clothing allowance in the amount of six hundred and fifty dollars (\$650.00).

Amend Article XII, Uniform and Clothing Allowance, adding to the existing third paragraph the following:

Effective upon ratification of the Agreement, the City shall incur the complete initial cost of all new equipment and clothing required of superior officers (other than those newly appointed or promoted officers) by the Department. In the event that the Department requires new pants, or shirts (long or short sleeve), each superior officer shall be provided with three sets of each.

Amend Article XII, Uniform and Clothing Allowance, to add a new final paragraph to read as follows:

The Department shall provide to all employees who so request, a bullet proof vest at no expense to the employee. The wearing of said vest shall be solely and exclusively at the option of the employee, and the failure of an employee to wear said vest shall in no way be construed to be negligence or fault on the part of the employee.

The Union and the Department shall jointly take all reasonable measures to encourage employees to wear said vests.

Amend Article XIV, Paying Details, effective March 1, 1988 by deleting the payment schedule in Section 3 and inserting in place thereof the following:

<u>Rank</u>	<u>Minimum Hourly Rate</u>
Sergeant	\$24.00
Lieutenant	\$26.00
Captain	\$29.00

There will be a \$3.00/hour premium for outside construction details.

Amend Article XVI, Employee Rights and Representation, Section 6 by deleting the existing language and substituting in place thereof the following:

Federation officers and area representatives (not to exceed 21 area representatives and 4 officers) shall not be transferred out of their unit, district, division or bureau, and shall not be reassigned nor detailed permanently from one platoon to another except upon their own request or in normal 42-day rotation of night men. No Federation member shall be transferred in retaliation for the exercise of the rights specified in Section 1 of this Article for the purpose of interfering with the structure or institutional life of the Federation. Specific reasons, in writing, for any transfer, detail or reassignment shall be given by the Police Commissioner or his delegate to an employee upon request within three (3) days of such request. Any dispute hereunder shall be subject to the Grievance and Arbitration Procedures.

Federation negotiation committee members and Federation grievance committee members (not to exceed a total of 10 officers) who are transferred out of their unit, district, division or bureau, or reassigned or detailed permanently from one platoon to another and which transfer was not of their own request or in a normal 42-day rotation of night men may grieve his or her transfer as retaliatory for activities on behalf of the Federation or other protected concerted activities. Said grievance, if brought to arbitration by the Federation, shall be processed in accordance with Article V of the Agreement, however, the penultimate sentence of

Step #4 of Section 2 of said Article shall be herein modified to read as follows: "Expenses for the filing fees and the arbitrator's service shall be fully paid by the losing party to the arbitration."

Amend Article XVI, Employee Rights and Representation, to add a new Section 6A to read:

The City shall have the right to transfer newly promoted Superior Officers to positions and/or locations which are consistent with the duties and responsibilities of the Superior Officer's new rank.

Amend Article XVII, Compensation, by deleting Sections 1(a), 1(b) and 1(c) and inserting in place thereof figures reflecting the following:

All bargaining unit salaries shall be increased by 8.17% effective July 1, 1987; by 8.57% effective July 6, 1988; and by 8.41% effective July 5, 1989, provided that the July 4 holiday in each year will be paid at the new rate.

It is understood that such overall increases shall include the increases in clothing allowance reflected in Article 12. The base salary for employees under this Agreement shall be as calculated in Appendices (A) and (B) attached hereto and incorporated herein. It is further understood that the calculations in Appendix (A) (night superior officers) and Appendix (B) (day superior officers) for compensation provided for at other sections of the Agreement (i.e. day and night differentials, holiday pay, clothing allowance, and annual salary) are correct.

Amend Article XVIII, Miscellaneous, by deleting the existing paragraph 3A and inserting in place thereof the following:

Section 3A. Personal Leave Benefit.

Effective July 1, 1987, in each fiscal year, each employee shall be credited with and shall be entitled to four (4) personal leave tours.

The employee must provide the Police Department with notice of an intention to take a personal leave tour no later than noontime on the calendar day immediately prior to the personal leave tour involved.

At the option of each employee, all or any part of any employee's annual personal leave entitlement can be taken in the year of entitlement, can be redeemed for cash payment or, can be placed in a bank of accumulated, unused personal leave.

If an employee elects to redeem for cash all or any part of the annual personal leave entitlement, the employee must notify the City on each occasion of such election during the fiscal year involved; provided that the final election notice must be given by the employee no later than July 1st of each fiscal year.

The City will compensate the employee within sixty (60) calendar days of each such notice of redemption, on the basis of one-fourth (1/4th) of the employee's regular weekly compensation for each redeemed personal leave tour.

If an employee elects neither to take nor redeem all or any part of the employee's annual personal leave entitlement, during the accrual year, all such portion of unused or unredeemed leave shall

be accumulated for the employee's death or retirement. The employee, or in the event of the employee's death, then the beneficiary of the employee as designated on the form provided for the State-Boston Retirement System, shall receive a lump sum cash payment equal to one-fourth (1/4th) of the employee's regular weekly compensation at the time of such death or retirement for each accumulated personal leave tour to a maximum of twenty-four (24) such tours. Such payment shall be made not later than sixty (60) calendar days following the date of death or retirement. Employees who retire with more than twenty-four (24) accumulated personal leave tours will be allowed to use all such tours in excess of the twenty four (24) tours to be compensated as leave in the year of and prior to the employee's retirement.

Amend Article XVIII, Miscellaneous, Section 3, final paragraph,
by adding the following:

Effective January 1, 1989, the cap on accrued sick leave days
subject to redemption pursuant to this paragraph shall be increased
to two hundred forty (240) days. Effective July 1, 1989, said cap
shall be increased to two hundred sixty (260) days.

Amend Article XIX, Duration of Agreement, by renumbering it Article XXII and deleting Section 2, as amended, and inserting in place thereof the following:

2. On or after March 1, 1990, either party may submit its proposals for a new Agreement to be effective on the termination of the Agreement and the parties shall proceed to bargain collectively with respect thereto.

Add a new Article XIX as follows:

DEPARTMENTAL COMMUNICATION AND DEVELOPMENT SYSTEMS

The City of Boston, the Boston Police Department and the Boston Police Superior Officers Federation in order to achieve its jointly agreed upon goal of making the City a safer place for its citizens and visitors do agree on the establishment of a Communication and Development System (System) in and for the members of the Boston Police Superior Officers Federation.

PREAMBLE

The parties establish this system in order to improve whenever possible the efficiency of the Bureaus employing superior officers; to improve the quality of the Bureau's services; to improve the productivity and morale of the members of the bargaining unit; to improve communications within the Bureaus; and to improve communication between Superior Officers and their supervisors/subordinates;

The parties agree that nothing contained in this system or in its implementation and/or administration is in any way a diminution of the Police Commissioner's authority to manage and direct the Police Department. The Commissioner's and/or the City's authority, managerial prerogatives, administrative power derived from all applicable laws or statues including, but not limited to ch.332 of the Acts of 1962, M.G.L. Chapter 150E, M.G.L. Chapter 31 continue without any modification by this Agreement.

The parties further agree that the form used to administer the system shall not be used in any manner which may result in an adverse employment decision affecting a Superior Officer.

OPERATION

The Commissioner with his designees shall exercise his managerial prerogative to set the goals, objectives, methods of operation for the Bureau(s).

The Bureau Superintendent shall meet with the Union to inform it of the goals and objectives and to obtain feedback from the Union. All supervisory personnel are to be encouraged to seek input from their respective staffs on the goals, objectives and methods of operation. It is hoped that a full, free and frank exchange of views will assist the parties in fulfilling the system's objectives.

Once established, the Superior Officer and his or her immediate supervisor and the Superior Officer's subordinates and his or her immediate supervisor shall meet according to the following schedule:

- (A) An initial meeting to establish the objectives for the following year.
- (B) A mid year meeting to assess the established objectives, progress made, problems encountered and to devise remedial actions necessary to accomplish goals.
- (C) An end of the year meeting to determine what objectives were met, problems encountered, any remedial actions necessary.

Nothing contained above precludes additional meetings between the Superior Officers and his/her supervisor/subordinates during the year as the need may arise.

The records kept pursuant to this system shall be maintained in the Superior Officers' personnel file. A Superior Officer has the right to review these records upon reasonable advance notice and to make a copy of his/her Communications and Development System Form.

A Superior Officer who feels that he/she is aggrieved by his/her supervisor's year end determination shall have the right to:

(A) Attach written comments to the year end determination;

(B) Have the year end determination reviewed by the next supervisory level, which shall make written findings that are to be attached to the form; and

(C) Have the year end determination reviewed by a board composed of three people; one chosen by the Superior Officers Federation, one chosen by the Bureau, one jointly agreed upon by the first two. These three persons shall review the forms, hear any explanations proffered by the Superior Officer and the Supervisor and make a written determination which shall become part of the year end determination.

This shall be the sole and exclusive method of contesting the comments. There shall be no access to the grievance procedure established under the contract and/or an appeal to the Civil Service Commission to dispute the comments obtained with forms.

BOSTON POLICE DEPARTMENT
PERFORMANCE APPRAISAL SYSTEM (PAS) FORM

NAME: _____

RANK: _____

BUREAU/UNIT: _____

PLAN DATE: ____/____/____ MID YEAR REVIEW DATE: ____/____/____

ANNUAL REVIEW DATE: ____/____/____

SUPERVISOR: _____ RANK: _____

PURPOSE OF PAS

- * Enable joint planning and communication between a supervisor and superior officer on what the superior officer is expected to accomplish.
- * Ensure that a superior officer's performance is evaluated in term of measurable results.
- * Specify clear and explicit performance measures, jointly established by the supervisor and superior officer, that are objective indicators of whether performance objectives are met.
- * Identify corrective action needed to be taken by the superior officer and the supervisor in those instances where a superior officer has not accomplished a performance objective.
- * Provide a basis for recognizing exceptional performance.
- * Improve individual job performance and thereby increase the effectiveness of the department.

Phase One: Establishing Objectives for Up-coming Year

PERFORMANCE OBJECTIVES

List the objectives for which you have primary responsibility in the order of their importance to the overall success of your unit. Therefore, the most important objective should be ranked first, the second most important, second, and so on. For each objective, indicate: a) what measurable criteria can be used to determine if the objective has been met; b) any potential barriers or obstacles you foresee to success and c) when you expect to achieve the objective including "milestones" along the way.

1. -OBJECTIVE: _____

A) Criteria for Success: _____

B) Potential Barriers: _____

C) Timetable: _____

2. OBJECTIVE: _____

A) Criteria for Success: _____

B) Potential Barriers: _____

C) Timetable: _____

3. OBJECTIVE: _____

A) Criteria for Success: _____

B) Potential Barriers: _____

C) Timetable: _____

Phase Two: Mid-Year Performance Review

PROGRESS REVIEW

In addition to informal discussions of progress, the supervisor and superior officer should review the progress in meeting the performance objective at least once during the twelve month period. The purpose of this discussion is to assess progress against objectives, identify obstacles, determine appropriate actions, and if necessary revise objectives.

PERFORMANCE OBJECTIVES

1. Status Ahead of Schedule On Schedule Behind Schedule

Action: Steps Taken to Date: _____

Action Steps Taken to Date: _____

2. Status Ahead of Schedule On Schedule Behind Schedule

Action: Steps Taken to Date: _____

Action Steps Taken to Date: _____

3. Status Ahead of Schedule On Schedule Behind Schedule

Action: Steps Taken to Date: _____

Action Steps Taken to Date: _____

Phase Three

ANNUAL REVIEW

At the end of the twelve month period, the supervisor and superior officer will meet to determine whether each objective has been accomplished.

PERFORMANCE OBJECTIVES

1. Exceeded Accomplished Did not Accomplish

Comments: _____

2. Exceeded Accomplished Did not Accomplish

Comments: _____

3. Exceeded Accomplished Did not Accomplish

Comments: _____

RESPONSE AND COMMENTS

If the superior officer did not meet one or more of the performance objectives the supervisor should specify the action steps that will be taken by the superior office and the supervisor to improve performance.

Superior Officer Comments: (if any)

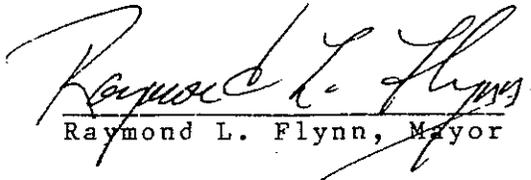
Supervisor's Comments: (if any)

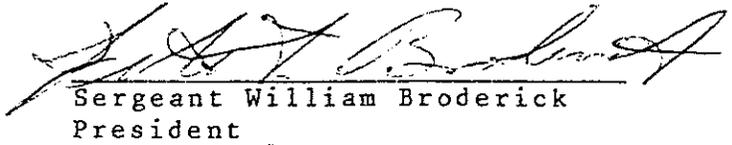
SIGNATURES

	Performance Plan	Progress Review	Annual Review
Superior Officer:	_____	_____	_____
Supervisor:	_____	_____	_____
Reviewing Supervisor:	_____	_____	_____

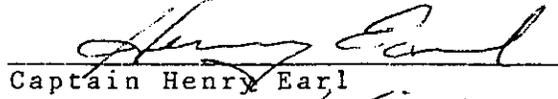
CITY OF BOSTON

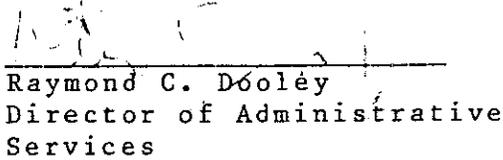
BOSTON POLICE SUPERIOR OFFICERS
FEDERATION

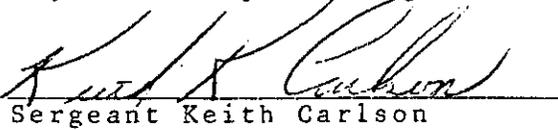

Raymond L. Flynn, Mayor


Sergeant William Broderick
President

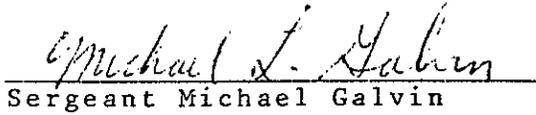
Date: June 29, 1989

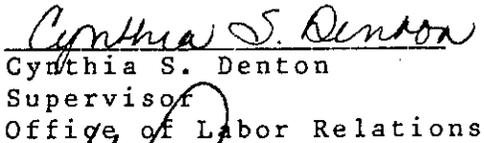

Captain Henry Earl


Raymond C. Dooléy
Director of Administrative
Services

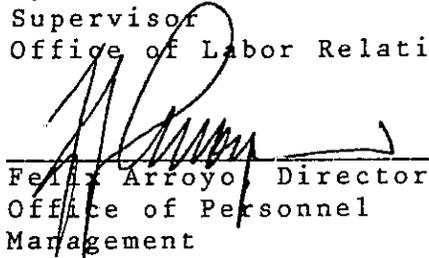

Sergeant Keith Carlson

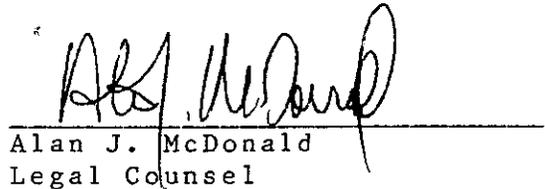

Francis M. Roache
Police Commissioner


Sergeant Michael Galvin

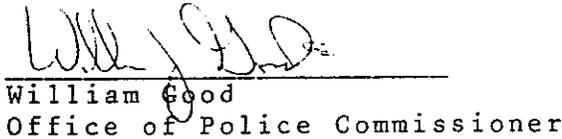

Cynthia S. Denton
Supervisor
Office of Labor Relations


Sergeant Albert Goslin

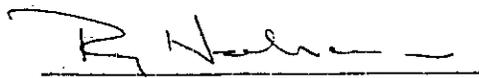

Felix Arroyo, Director
Office of Personnel
Management

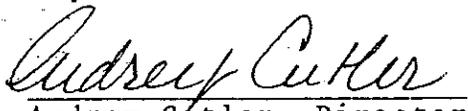

Alan J. McDonald
Legal Counsel

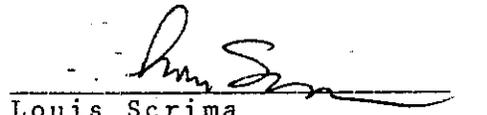

Ellen Daley, Director
Bureau of Administrative Services


William Good
Office of Police Commissioner


Sergeant Detective Paul Carr
Office of Police Commissioner


Deputy Superintendent
Roy Hechavarria


Audrey Cotler, Director
Labor Relations, BPD


Louis Scrima
Special Assistant
Corporation Counsel
Office of Labor Relations

APPROVED AS TO FORM:


Joseph Mulligan
Corporation Counsel

APPENDIX A

	<u>BASE</u>	<u>NITE</u>	<u>HOLIDAY</u>	<u>CLOTHING</u>	<u>ANNUAL</u>
<u>1987</u>					
SGT	718.54	64.67	2,545.40 195.80	500.00	\$43,928.77
LT	837.32	75.36	2,966.21 228.17	500.00	\$51,107.88
CAPT	975.33	87.78	3,455.14 265.78	500.00	\$59,449.72
<hr/>					
<u>1988</u>					
SGT	780.00	70.20	2,763.15 212.55	550.00	\$47,693.46
LT	908.96	81.81	3,219.97 247.69	550.00	\$55,487.82
CAPT	1058.80	95.29	3,750.76 288.52	550.00	\$64,544.56
<hr/>					
<u>1989</u>					
SGT	844.71	76.02	2,992.34 230.18	650.00	51,704.48
LT	984.51	88.61	3,487.64 268.28	650.00	\$60,154.35
CAPT	1146.96	103.23	4,063.15 312.55	650.00	\$69,972.76

APPENDIX B

	<u>BASE</u>	<u>DAYS</u>	<u>HOLIDAY</u>	<u>CLOTHING</u>	<u>ANNUAL</u>
<u>1987</u>					
SGT	718.54	44.91	2,481.18 190.86	500.00	\$42,833.14
LT	837.32	52.33	2,891.33 222.41	500.00	\$49,831.13
CAPT	975.33	60.96	3,367.91 259.07	500.00	\$57,962.06
<hr/>					
<u>1988</u>					
SGT	780.00	48.75	2,693.47 207.19	550.00	\$46,504.09
LT	908.96	56.81	3,138.72 241.44	550.00	\$54,101.83
CAPT	1058.80	66.18	3,656.25 281.25	550.00	\$62,929.73
<hr/>					
<u>1989</u>					
SGT	844.71	52.79	2,916.94 224.38	650.00	\$50,416.51
LT	984.51	61.53	3,399.63 261.51	650.00	\$58,652.90
CAPT	1146.96	71.69	3,960.58 304.66	650.00	\$68,223.22

Side Letter of Agreement

1. The parties agree to jointly petition Arbitrator James Cooper, in the form attached as Appendix C, for a determination as to the effective date of the language in his Award. Such petition shall be mailed to Mr. Cooper no later than May 9, 1989. The parties agree that Mr. Cooper's answer shall be final and binding and part of his award.

2. The Federation shall provide the City with a side letter acknowledging that former federation union officials (officers and area representatives) have no contractual protection against transfer and that the terms of the contract supersede the April 7, 1987 agreement between the Federation and the Police Department.

3. The parties agree that for the use of personal ~~all~~ days in the first two years of the contract all officers will have the opportunity to have said days placed in the bank or brought back by the Department.

Paul Carr
Paul Carr

Audrey Cutler
Audrey Cutler

Cynthia Denton
Cynthia Denton, Supervisor
of Labor Relations

Louis Scrima
Louis Scrima

William Broderick
William Broderick, President

Alan J. McDonald
Alan J. McDonald

Dated: _____