

MEMORANDUM OF AGREEMENT

between

CITY OF BOSTON

and

BOSTON POLICE DETECTIVES BENEVOLENT SOCIETY,
SUPERIOR OFFICERS' UNIT

Effective: July 1, 1984
Expiring: July 1, 1987

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT made under chapter 150E of the general laws by and through the Mayor of the City of Boston, hereinafter called the "Mayor", and the Boston Police Detectives Benevolent Society, Superior Officers' Unit, hereinafter called the "Society".

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 5, 1983. Except as otherwise stated herein, these amendments shall be effective as of the date of execution of this Memorandum by the Mayor of the City of Boston.

1. Amend Article IX, Court Time, section 1 to provide that:

Effective January 1, 1987, court time shall be four (4) hours minimum at the overtime rate.

2. Amend Article XIV, Paying Police Details, section (3) to provide that:

Effective January 1, 1986, the paid detail rate shall be increased by one (\$1) dollar per hour.

3. Amend Article XIV, Paying Police Details, by adding a new section 6:

6. Notwithstanding any other provisions of this Agreement to the contrary, for Paid Detail purposes only, Division F shall be deemed to consist of all members of the bargaining unit assigned to Police Headquarters.

All excess paid detail opportunities from other Areas or Divisions will be forwarded to Division F for distribution. In the event these paid detail opportunities are not filled by Division F, the opportunities will then be forwarded to the Paid Detail Service for distribution.

4. Amend Article XVII, Compensation, by adding the following section 1A:

1A. Effective July 1, 1984, the regular weekly compensation for all members in the bargaining unit shall be increased five (5%) percent.

Effective July 1, 1985, the regular weekly compensation for all members in the bargaining unit shall be increased four (4%) percent.

Effective July 1, 1986, the regular weekly compensation for all members in the bargaining unit shall be increased five (5%) percent.

5. Amend Article XVII, Compensation, by adding a new Section 3A:

3A. Effective July 1, 1986, night shift differential shall be nine percent (9%) of the base weekly salary.

6. Amend Article XVII, Compensation, by adding the following section 5A:

5A. Effective January 1, 1987, the weekend differential shall be increased to five and six one-hundredths percent (5.06%) of the base weekly compensation in effect as of January 1, 1987.

7. Amend Article XVIII, Miscellaneous, by adding the following new section 3A:

3A. Effective July 1, 1986, an employee who has used fewer than five (5) sick leave days in the twelve (12) month period ending June 30 may elect to redeem sick leave days in a lump sum cash payment in accordance with the following schedule:

<u>Annual Sick Days</u>	<u>Sick Days Used</u>	<u>Redemption</u>
15	0	10
14	1	8
13	2	7
12	3	5
11	4	3
10	5	0

Effective July 1, 1986, an employee who retires from a position with the city or dies while employed by the City, shall receive a cash payment equivalent to fifteen percent (15%) of the accrued, but unused sick

leave balance credited to him on the date of his retirement or the date of his death. But in no way event, shall the number of accrued but unused sick leave days exceed two hundred (200) days for purposes of computation of this payment. In the event of an employee's death, payment of such accumulated sick leave shall be made to the beneficiary designated by the employee in writing or in the absence thereof, to his estate.

8. Amend Article XVIII, Miscellaneous, by adding the following new section 12:

12. Effective July 1, 1986, one personal day used pursuant to Article XVI, section 11, shall not be considered as a sick day used for the purpose of either sick leave accumulation or for the purpose of retirement redemption, Article XIII A, section 2.

9. Amend Article XVIII, Miscellaneous, by adding the following new Section 13:

13. Physical Standards. Members of the bargaining unit employed by the Boston Police Department subsequent to the execution of this Memorandum of Agreement shall abide by and be subject to the physical standards established by the Department of Personnel Administration in document 80-4, known as "Physical Standards for Public Safety Officers"

(attached hereto and incorporated herein). No amendments to the attached document, 80-4 shall apply to the bargaining unit unless mutually agreed upon.

It is understood between the parties that no member of the bargaining unit employed prior to the execution date of this contract shall be expected to comply with this section so long as the bargaining unit member remains employed by the Boston Police Department.

This section, subject to the exception above only, shall apply to all members of the bargaining unit.

10. Amend Article XVIII, Miscellaneous, by adding the following new Section 14:

14. Vacation Leave and Buyback

A. Members of the bargaining unit who have completed at least twenty-one years of active service, pursuant to the present practice, shall be entitled to five (5) weeks of vacation, in the calendar year January 1 to December 31, as of January 1, 1986.

B. Subject to the operating needs of the Department, the Department may elect to offer members of the bargaining unit, who are entitled to a fifth week of vacation an option to use this vacation time or be compensated therefore.

11. Amend Article XVIII, Miscellaneous, by adding the following new section 15:

15. Reprimands. No material which contains an allegation of misconduct against a superior officer shall be included in the officer's personnel file, until the charges have been reduced to writing, signed by the complaining party, and a hearing held. If a determination is made that the allegation is without substance, then the allegation shall not be included in the officer's personnel file.

Therefore, a reprimand will not be placed in the personnel file of a superior officer, unless the allegations are reduced to writing, signed by the complaining party and the police officer is given a hearing; or unless the superior officer waives the right to written verification and a hearing.

The above procedure is established for all forms of reprimands.

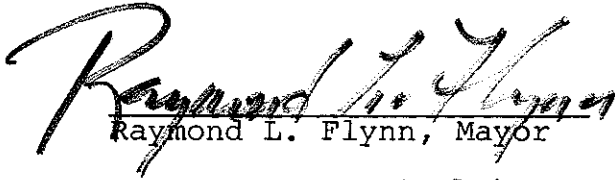
12. Amend Article XIX, Duration, by deleting the existing Article XIX and substituting in place thereof the following:

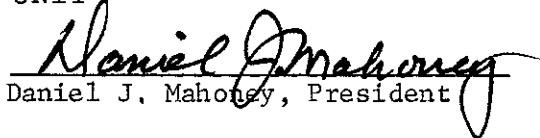
1. This Agreement shall take effect as of the date of execution of this Memorandum by the Mayor of the City of Boston, except as otherwise stated herein, and shall remain in effect until superseded by a new collective bargaining Agreement.

2. Either party shall notify the other of its proposals for an Agreement to become effective on July 1, 1987, and the parties shall proceed forthwith to negotiate with respect thereto. Notification by the City shall be accomplished by delivering three copies of its proposals to the President of the Society. Notification by the Society shall be accomplished by delivery of three copies of its proposals to the City of Boston Office of Labor Relations.

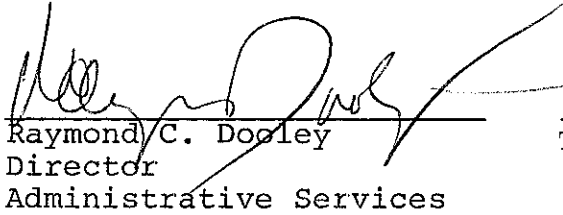
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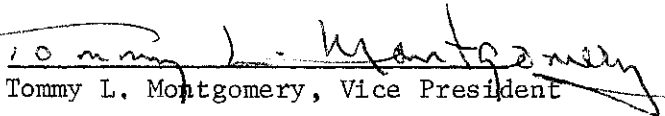
THE BOSTON POLICE
DETECTIVES BENEVOLENT
SOCIETY, SUPERIOR OFFICERS
UNIT

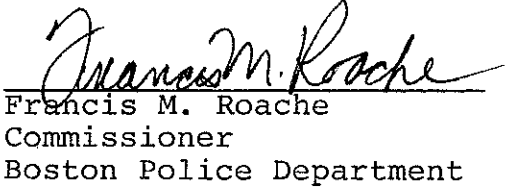

Raymond L. Flynn, Mayor


Daniel J. Mahoney, President

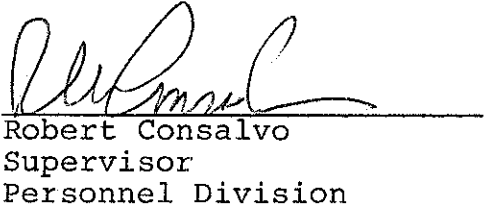
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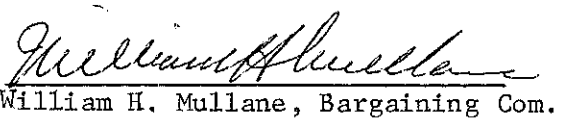

Raymond C. Dooley
Director
Administrative Services

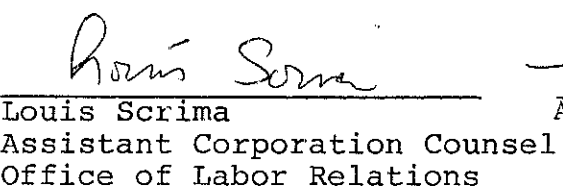

Tommy L. Montgomery, Vice President

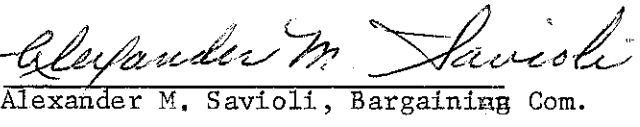

Francis M. Roache
Commissioner
Boston Police Department

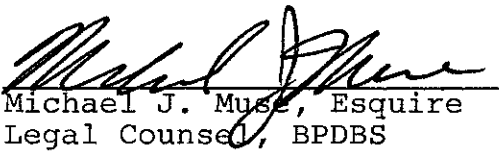

John E. Carey, Bargaining Committee.


Robert Consalvo
Supervisor
Personnel Division

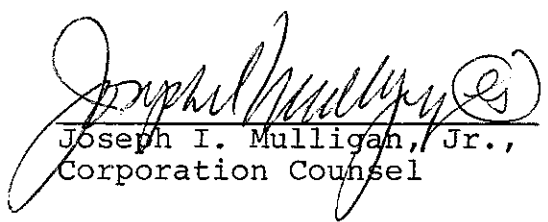

William H. Mullane, Bargaining Com.


Louis Scrima
Assistant Corporation Counsel
Office of Labor Relations


Alexander M. Savioli, Bargaining Com.


Michael J. Muse, Esquire
Legal Counsel, BPDBS

APPROVED AS TO FORM:


Joseph I. Mulligan, Jr.,
Corporation Counsel