

MEMORANDUM OF AGREEMENT

CITY OF BOSTON

and

BOSTON POLICE DETECTIVES BENEVOLENT SOCIETY
SUPERIOR OFFICERS' UNIT

Effective Date July 1, 1987
Expiration Date June 30, 1990

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement, entered into by and between the City of Boston, hereinafter called the "City," and the Boston Police Detectives Benevolent Society, Superior Officers Unit hereinafter called the "Society" is the product of collective bargaining conducted pursuant to Chapter 150E of the Massachusetts General Laws for the purpose of reaching a successor collective bargaining agreement to the contract as amended between the City and the Society. Except where specifically amended by the provisions of this Memorandum of Agreement, all terms and provisions and conditions of the Agreement, as amended, in effect on June 30, 1987, are to remain in full force and effect, are incorporated into this memorandum of Agreement and are made a part of this Memorandum of Agreement. The provisions of this Memorandum of Agreement are effective upon execution by the Mayor, unless specifically stated otherwise.

Amend ARTICLE XI by adding the following new Section 3:

VACATIONS

Effective on and after January 1, 1988, any employee who has commenced his or her twentieth (20th) year of service, shall receive one week of vacation in addition to the vacation leave to which such employee is already entitled under this agreement.

Vacation leave shall not be accumulated beyond the end of a calendar year, except that in the event that where sickness or duty related injury prevents an employee from taking his or her vacation leave in any particular year, such vacation leave may be taken in the next succeeding year, but in no event thereafter. If the employment of any employee entitled to a vacation under this agreement is terminated by dismissal through no fault or delinquency of his part or by resignation, retirement or death, without of his having been granted such vacation, he, or, in the case of his death, his estate, shall be paid as provided by law an amount in lieu of such vacation provided that no monetary or other allowance has already been made therefor.

If the employment of any employee entitled to vacation leave under this agreement is terminated by retirement or death without the employee having been granted such vacation, he, or in the event of his death, his estate, or his widow or next of kin, shall be paid as provided by Section 111 of Chapter 41 of the General Laws, an amount in lieu of such vacation; provided that no monetary or other allowance has already been made therefore. 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.

Amend XII, Uniform and Clothing Allowance, by adding the following paragraph

Effective upon ratification of this agreement the City of Boston and the Boston Police Department shall incur the complete initial cost of all new equipment and clothing required of Detective Superior Officers by the Boston Police Department.

Amend ARTICLE XVII, Compensation by inserting the following Section 1A and deleting the existing 1A

1A. Effective July 1, 1989 the computed base referred to in Section 1 shall be nine hundred (\$900.00) dollars with no further recalculations of said figure.

Effective July 1, 1989 the following shall become effective:

Education Incentive Plan

Detective Superior Officers who have earned, or who after July, 1989 shall have earned education points in accordance with the following schedule shall receive an annual payment according to the following schedule:

60 points for an Associate Degree or towards a Baccalaureate Degree	\$50
120 points for a Baccalaureate Degree	\$400
150 points for a degree of Master or a degree in Law	\$1000

Points and degrees must be earned and credited in the manner specified by the Acts of 1970, Chapter 835. The Police Commissioner shall administer this plan.

In the event that Chapter 835 of the Acts of 1970 shall be accepted by the City of Boston, said Chapter 835, shall supersede Section 1A and the Education Incentive Plan.

Transitional Career Awards Program

A transitional career awards program is established as follows:

Detective Superior officers with the requisite years of service shall receive an annual payment in accordance with the following schedule:

Commencing with the 20th year	\$100
Commencing with the 25th year	\$300

All payments under the Plan or the program shall be made weekly and shall be prorated based on the number of weeks a Detective Superior Officer is on the payroll in a particular year. Payments under the Plan or Program shall not be included towards determining any other compensation required under this contract but shall be considered regular compensation for pension and retirement purposes to the extent permitted by law.

Any Detective Superior Officer who qualifies for payment under both the plan and the program shall receive only the higher amount to which they are entitled, but not both and a Detective Superior Officer shall retain their rights under the plan or program so long as they retain their rank of Detective Superior Officer.

Amend ARTICLE XVII, Compensation by inserting the following Section 1B.

1B. Effective July 1, 1987, the regular weekly compensation for all members in the bargaining unit shall be increased by six and one half (6.5) percent.

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Amend ARTICLE XVII, Section 2, by deleting Section 2 and inserting the following:

Section 2. Detective Differential

- a. Effective July 1, 1987 the following differentials shall be in effect:
 - Detective Sergeant 43.00 per week
 - Detective Lieutenant 43.48 per week
 - Detective Captain 45.34 per week
- b. Effective July 1, 1988 the following differentials shall be in effect:
 - Detective Sergeant 53.37 per week
 - Detective Lieutenant 53.85 per week
 - Detective Captain 58.34 per week
- c. Effective July 1, 1989 the following differentials shall be in effect:
 - Detective Sergeant 69.10
 - Detective Lieutenant 69.58
 - Detective Captain 72.13

The Detectives differential shall be considered as a part of regular weekly compensation for the purposes of overtime and holiday pay and for purposes of sick, injury, vacations and other authorized leave compensation and for pension contribution computation to the extent permitted by law.

Amend ARTICLE XVII, Section 3A, Weekend Differential, by deleting Section 5A, as amended, and inserting in place thereof the following:

Section 5A.

Effective July 1, 1987, the weekend differential is computed as five and thirty-one and one-hundredths percent (5.31%) of the base weekly compensation in effect on July 1, 1987.

Effective July 1, 1988, the weekend differential is computed as five and eighty-one one-hundredths percent (5.81%) of the base weekly compensation in effect on July 1, 1988.

Effective July 1, 1989, the weekend differential is computed as six and six one-hundredths percent (6.06%) of the base weekly compensation in effect on July 1, 1989.

Amend ARTICLE XVIII, Section 3 by adding the following:

Sick leave buy back or redemption payments shall be paid to the employee no later than December 1 of each year.

Amend ARTICLE XVIII, Miscellaneous by adding the following new paragraph to section 3A.

Effective July 1, 1987 the maximum number of accrued but unused sick leave days shall not exceed two hundred and twenty (220) days for purposes of computation of this payment. Effective July 1, 1988 the maximum number of accrued but unused sick leave days shall not exceed two hundred and forty (240) days for purposes of computation of this payment.

Effective July 1, 1989 the maximum number of accrued but unused sick leave days shall not exceed two hundred and sixty (260) days for purposes of computation of this payment.

Amend ARTICLE XVIII, Miscellaneous by adding the following paragraph to Section 1:

In the event two or more of the family members listed above die at the same time or as a result of the same incident the employee shall be allowed a bereavement leave for each of the deceased family members.

Amend ARTICLE XVIII by inserting new provision, Section 8.

PERSONAL LEAVE BENEFIT:

In each fiscal year, each employee shall be credited with and shall be entitled to four (4) personal leave tours.

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 accumulated, unused personal leave.

1. 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 June 1, of each fiscal year.

The City will compensate the employees within thirty (30) calendar days of each such notice of redemption, on the basis on one-fourth (1/4th) of the employee's regular weekly compensation for each redeemed personal leave tour.

2. If an employee elects neither to take nor redeem all of 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 no later than thirty (30) 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.

3. 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.

Amend ARTICLE XVIII by adding the following new provision, Section 16

Bullet Proof vests

✓ The Department shall provide to all employees who shall request same 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 employees, 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 by inserting the following new Article, ARTICLE XVIIIA

The Department and the Union agree to commence, through the Joint health and Safety Committee, a project which will lead to the formulation of a contractual provision relative to police officers who contract infectious diseases. The Joint Health and Safety committee will accomplish this project no later than six (6) months from the date of ratification of this Agreement, and the parties hereto mutually agree to bargain collectively with respect to the findings and recommendation of the Joint Health and Safety Committee.

Amend ARTICLE XXII to provide the following new paragraph:

The requirement that injured/sick officers remain at home unless permitted to go elsewhere by the Police Commissioner is abolished upon ratification of this Agreement. The Police Commissioner shall immediately rescind all rules and regulations with respect to the foregoing requirement.

DEPARTMENTAL COMMUNICATION AND DEVELOPMENT SYSTEMS

The City of Boston, the Boston Police department and the Boston Police Detectives Benevolent Society Superior Officers' Unit 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 (Systems) in and for the members of the Boston Police detective's Benevolent Society Superior Officers' Unit.

PREAMBLE

The parties establish this system in order to improve whenever possible the efficiency of the Bureau of Investigative Services (the Bureau); 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 Bureau; and to improve communication between Detectives and their supervisors.

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, including the Bureau. 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. 322 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 to administer the system shall not be used in any manner which may result in an adverse employment decision affecting a Detective Superior Officer.

OPERATION

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

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 Detective Superior officer and his or her immediate supervisor and his or her subordinates shall meet according to the following schedule:

- (A) An initial meeting to establish the objective 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 Detective Superior Officer and his/her supervisor and/or the Detective Superior Officers' subordinates during the year as the need may arise.

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

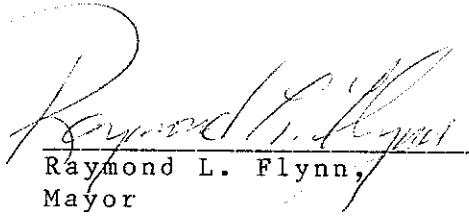
A Detective Superior Officer who feels that he/she is aggrieved by his/her supervisors year end determination shall have the right to:

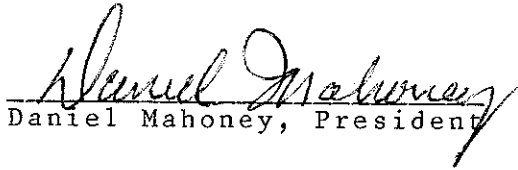
- (A) Attach written comments to the year end determination;
- (B) Have the year end determination reviewed by the next supervisory level, which shall make written findings that are to be attached to the form; and
- (C) Have the year end determination reviewed by a board composed of three people; one chosen by the Boston Police Detectives Benevolent Society Superior Officers Unit, 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 detective 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.

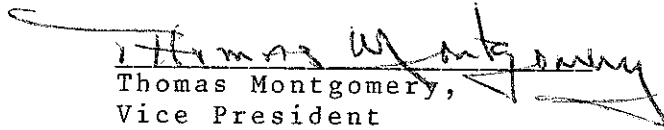
CITY OF BOSTON

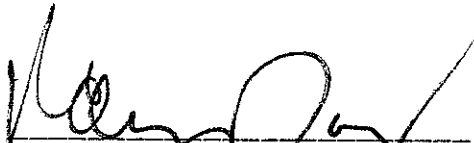
BOSTON POLICE DETECTIVES
BENEVOLENT SOCIETY,
SUPERIOR OFFICERS UNIT


Raymond L. Flynn,
Mayor


Daniel Mahoney, President

Date: Dec. 27, 1988

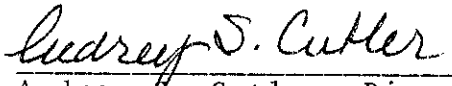

Thomas Montgomery,
Vice President

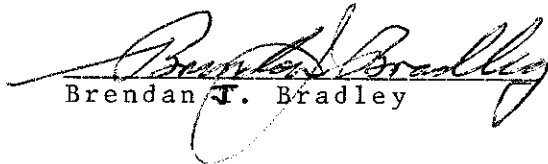

Raymond C. Dooley, Director
Administrative Services

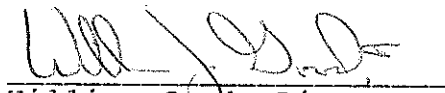

William H. Mullane

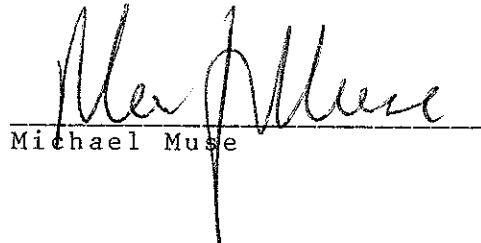

Francis M. Roache, Commissioner
Boston Police Department

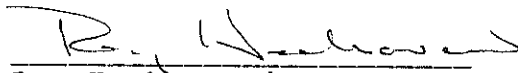

James D. MacDonald


Audrey S. Cutler, Director
Labor Relations, Police
Department


Brendan J. Bradley



William Good, Director
of Operations
Office of Police Commissioner


Michael Muse

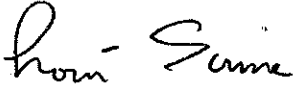

Roy Hechavarria, Deputy Superintendent
Boston Police Department



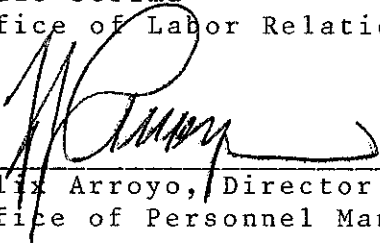
Paul Carr
Office of Police Commissioner



Cynthia S. Denton, Supervisor
Office of Labor Relations



Louis Scrima
Office of Labor Relations



Felix Arroyo, Director
Office of Personnel Management

APPROVED AS TO FORM



Joseph I. Mulligan, Jr.
Corporation Counsel