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MEMORANDUM OF AGREEMENT

CITY OF BOSTON

and

BOSTON POLICE DETECTIVES BENEVOLENT SOCIETY  
SUPERIOR OFFICER'S UNIT

0

Effective Date July 1, 1993  
Expires Date June 30, 1996

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 as of June 30, 1993, are to remain in full force and effect, are incorporated into this memorandum of agreement and 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.

THIS AGREEMENT made under Chapter 150E of the General Laws, by and between the City of Boston, hereinafter called "the City" or "the Municipal Employer", acting by and through its Mayor, and the Boston Police Detectives Benevolent Society, Superior Officers' Unit hereinafter called "the Society",

WITNESSETH:

WHEREAS the above-cited statutory provisions grant to employees of political subdivisions of the Commonwealth the right to bargain collectively with their Municipal Employer; and

WHEREAS the parties to this Agreement desire to establish a state of amicable understanding, cooperation and harmony; and

WHEREAS the parties to this Agreement consider themselves mutually responsible to improve the public service through the creation of increased morale and efficiency;

NOW, THEREFORE, in consideration of the mutual promises and agreement herein contained, the parties mutually agree as follows:

## ARTICLE XII

### UNIFORM AND CLOTHING ALLOWANCE

The City will provide each member of the bargaining unit, with an annual uniform and clothing allowance in the amount of four hundred and forty dollar (440.00). Effective in 1994, the annual uniform and clothing allowance shall be in the amount of six hundred and fifty dollars (650.00)

In consideration of the above allowance, the City shall not be obligated to furnish any articles of uniform or clothing to employees covered by this agreement. Notwithstanding the preceding sentence, the City will continue to furnish the chevron stripes, gold braid and accouterments of the uniform as required by the City to be worn by member of the bargaining unit.

Payment of the clothing allowance shall be made subject to the following provisions:

1. An employee shall retain a record of his/her expenditures and complete a clothing inventory form supplied by the City:
2. Uniforms so purchased must conform to the Department specifications; and
3. Upon termination of an employee due to retirement or death, the allowance payable for that calendar year will be prorated and paid to him or, in the case of death, his estate in the manner provided by law for the payment of vacation pay, death or retirement.

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 of the Boston Police Department.

#### ARTICLE XIV

##### PAYING DETAILS

Add new final paragraph to read:

The parties agree to discuss the issue of details, including the centralization of the detail system, during the life of this agreement.

#### ARTICLE XVI

##### EMPLOYEE RIGHTS AND REPRESENTATION

Section 1. Employees have, and shall be protected in exercise of, the right, freely and without fear of penalty or reprisal, to join and assist the Society. The freedom of employees to assist the Society shall be recognized as extending to the participation in the management of the Society and acting for the Society in the capacity of a Society Officer or representative or Director or otherwise and including the right to present Society views and positions to the public, to officials of the City and the Department, to members of the City Council of the City of Boston and of the General Court, or to any other appropriate authority or official.

Without limiting the foregoing, the City agrees that it will not aid, promote or finance any labor group or organization purporting to engage in collective bargaining or make any agreement with any such group or organization which would violate any rights of the

Society under this agreement or the law. Further, no representative, Department official or agent of the City shall:

1. Interfere with, restrain or coerce employees in the exercise of their right to join or refrain from joining the Society;

2. Interfere with the formation, existence, operation or administration of the Society;

3. Discriminate in regard to employment or conditions of employment in order to encourage or discourage membership in the Society;

4. Discriminate against an employee because he/she has given testimony or taken part in any grievance procedures, or other hearings, negotiations or conference for or in behalf of the Society; or

5. Refuse to meet, negotiate, or confer on proper matters with officers or representatives of Directors of the Society as set forth in this agreement.

Section 2. Superior Officer members of the Society Bargaining Committee, not to exceed three (3) shall be granted leave of absence without the loss of pay or benefits for all meetings between the City and the Society for the purpose of negotiating the terms of a contract or supplement thereto. The Vice President superior officer, society officers, director and superior officer Grievance Committee members not to exceed three (3) in any instance, shall be granted leave of absence without loss of pay or benefits for the time required to discuss and process grievances or incidents which could lead to grievances, with the employee or others involved and to attend the "standing committee" meetings with the city as provided

in this contract and may enter any premises of the Department at any reasonable time for such purpose provided they give notice of their presence immediately upon arrival to the person in charge. Such officers, director and Grievance Committee members who work with any night platoon shall have their hours and schedule or work accordingly adjusted to effectuate the purpose of this section.

There shall be a Grievance Committee consisting of four (4) detective superior officers who shall have time off without loss of pay or benefits to process grievances that occur within the bargaining unit as defined in the preceding paragraph. The Vice President superior officer shall be one of the four Grievance Committee members.

Section 3. Society officers and director shall be permitted to discuss official Society business with employees prior to on-duty roll call or following off duty roll call.

Section 4. The Society shall provide the Department and keep undated a list of its Vice President Superior officers and bargaining committee members and of all of its directors.

Section 5. Society officers, directors and bargaining committee members, including the Vice President Superior Officer, up to a maximum total of three (3) in any one instance, shall be granted leave of absence, without pay but with no loss of benefits if they so request, to attend meetings of the City council of the City of Boston, the General Court or other public body.

Section 6. Society officers, directors and committee members shall not be transferred out of their units, district, division or bureau, nor be reassigned nor detailed permanently from one platoon to another except upon their own request or in normal forty-two (42)

day rotation or night men, or except for purposes other than purpose of discriminating against any such Society Officer, director or committee member for the exercise of the rights specified in Section 1 of this article or of interfering with the structure or institutional life of the Society. Specific reasons, in writing, for any such transfer, detail or reassignment shall be given by the Police Commissioner or his delegate to an employee on request within three (3) days of such request. Any dispute hereunder shall be subject to the Grievance Arbitration Procedure.

Section 7. The City agrees to recognize the five Superior Officer Directors of the Society in addition the vice president and Superior Officers and further provided that in each of the instances where Directors or committees are referred to above, that the president of the Society will have equal rights to attend such meetings and make such entries on the premises.

Section 8. Society Officers or Directors who are involuntarily transferred shall be given one (1) week notice of any contemplated transfer and the right to consult the area commander prior to such transfer.

Section 9. Ex-Society officers and Directors for one (1) year following their leaving the office will be given one (1) week notice of any contemplated transfer and the right to consult with the area commander prior to such transfer.

ARTICLE XVII

COMPENSATION

Modify existing Education Incentive Plan and Transitional Career Awards Program language to read as follows:

Effective the first Wednesday in July, 1995 Detectives Superior Officers who have earned education points in accordance with the following schedule shall receive annual payment according to the following schedule:

Education Points Earned	Annual Payment
60 points for an Associate Degree or toward a Baccalaureate Degree.....	\$950
120 points for a Baccalaureate Degree.....	\$1,300
150 points for a degree of Master or a degree in Law.....	\$1,900

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

Transitional Career Awards Program. A transitional career award program is hereby established as follows:

Detectives Superior Officers with the following requisite year of service shall receive an annual payment in accordance with the following schedule:

Commencing with the 5th year.....	\$ 350
Commencing with the 10th year.....	\$ 700
Commencing with the 15th year.....	\$ 900
Commencing with the 20th year.....	\$1,000
Commencing with the 25th year.....	\$1,200

Detective superior officers who attain the required years of service set forth above during the life of this agreement shall be entitled to such higher pay under the schedule set forth above.

All payments under the plan or the program are annual payments, but they shall be prorated based on the number of weeks a detective superior is on the payroll in a particular year.

Payments under the Program shall be made weekly, shall be included in base pay for the purpose of computing overtime court time, sick pay, injured pay, holiday pay, vacation pay, lunch pay and shall be considered regular compensation for pensions and retirement purpose to the extent permitted by law.

Payments under the Plan or the program shall be weekly and shall be included in base pay for the purpose of computing overtime court time, sick pay, injured pay, holiday pay, vacation pay, lunch pay and shall be considered regular compensation for pension and retirement purposes to the same extent that payment under Chapter 835 of the Acts of 1970 could be so included under the law.

Those Detectives Superior Officers who qualify for payment under both the Plan and the Program shall receive the higher payment to which they are entitled, but not both.

Those Detectives Superior Officers who qualify for payment under both the Plan and the Program shall receive the higher payment to which they agree entitled, but not both.

In the event the Chapter 835 of the Acts of 1979 shall be accepted by the City of Boston, said Chapter 835, so accepted, shall supersede section 1 of this Article (Education Incentive Plan).

Section 1b. The following increases to base salary shall be effective as follows:

July 7, 1993        3%

January 4, 1995    4%

July 5, 1995       4%

Section 2. Detective Differential.

Delete existing language, and insert: Effective July 7, 1993 all bargaining unit employees shall receive a 1% increase of their base as follows: The Detective differential shall be increased to 62.04 for all bargaining unit members. The difference between the current differential (\$35.38) and \$62.04 shall be subtracted from each detective's base.

Effective July 6, 1994 each bargaining unit member shall receive a 2.5% increase in their base.

Effective the first Wednesday in January 1996 the entire Detective Differential shall be factored into each detective's base for the computation of all economic benefits contained in this contract.

The parties agree that during the term of this contract it is their intention to recognize the Detective Differential. Between July 1, 1995 and June 30, 1996 should either party determine the Detective Differential has been substantially diminished either party may submit a proposal to address this issue.

ARTICLE XVIII

MISCELLANEOUS

Delete existing and insert the following Section 1

Section 1. Death in the Immediate Family.

(a) Effective upon the execution of this Agreement, five days' leave of absence, with pay, will be allowed an employee in the case of death of his spouse, or person in either of the following relationships to the employee or the employee's spouse: Father, mother, brother, sister, child, grandchild, daughter-in-law, son-in-law, grandparents or a member of the employee's household who has been a member of such household for six (6) months or more. The Department retains the right to request documentation to substantiate the validity of any bereavement leave request. These leaves shall begin at the morning roll call following receipt of notice of death, and employees affected shall be excused from tours of duty intervening between receipt of notice of death and the morning roll call. Sufficient time to attend the funeral of other near relatives may be allowed without loss of pay, with an extension of such time in any particular case at the discretion of the Police Commissioner.

If an employee entitled to leave without loss of pay under this Section requires additional leave for such purposes, leave for such purpose shall be deducted from sick leave. 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 bereavement leave for each of the deceased family members.

Add new Section 17. Maternity Leave.

Section 17. Maternity Leave.

Whenever a female employee shall become pregnant, she shall furnish the Police Commissioner with a certificate from her physician stating the expected date of her delivery. She may continue to work so long as her physician certifies that she is able to do so. Maternity leave without pay shall be granted commencing with cessation of actual work under the preceding sentence, for a period not to exceed one (1) year after date of delivery.

All provisions of the city of Boston's Family Medical Leave Policy are incorporated herein.

Add new Section 18. Residency. All members of the bargaining unit shall be residents of the City of Boston and subject to the terms of City of Boston Residency Ordinance (Ord. 1976 c.9). All bargaining unit members who are on the Department payroll as of the date of execution of this agreement shall not be subject to the terms of the City residency ordinance during his/her employment with the Boston Police Department.

Section 21. Substance Abuse. The parties agree that the Substance Abuse Policy which is contained in the Boston Police Department's Rules and Regulations is incorporated herein.

## ARTICLE XIX

### DURATION OF AGREEMENT

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, 1996, 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 to 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.

## ARTICLE XX

### HEALTH INSURANCE

Delete existing language and insert the following:

Section 7. The City's contribution to all group hospitalization insurance premiums shall be as follows:

a. 75% of the total monthly premiums for the indemnity plan selected by the employer, including Master Medical or equivalent coverage and benefits;

b. 90% of the total monthly premium for all approved and authorized health maintenance organizations.

Should the City develop an RFP for an indemnity plan other than BC/BS Master Medical, it shall meet with the Union in advance of the advertisement of said RFP. The meetings shall be for the purpose of soliciting comments and suggestions from the Union prior to finalizing the RFP. The Union shall be furnished a copy of the finalized RFP.

The parties agree to meet and negotiate over the impact, if any, of national health care reform should legislation pass during the life of this Agreement.

NEW ARTICLE XXIIA

FITNESS TO RETURN TO WORK AFTER

SERVICE-CONNECTED SICKNESS, INJURY OR DISABILITY

Delete Article 13 and insert the following:

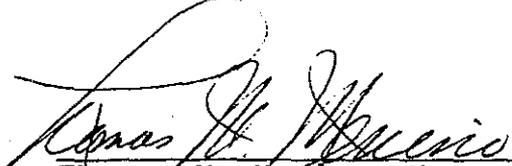
Section 1. A Detective Superior absent from duty on account of sickness, injury or disability incurred in the performance of his duty shall be entitled to examination and treatment by a physician of his own choice. His physician shall be afforded full opportunity to consult with the City's Police Department physician prior to any determination by such City physician as to the employee's fitness to resume police duty. If the employee's physician and such City physician disagree as to such "fitness", they shall thereupon jointly designate a physician agreeable to both who, at the City's expense, shall examine the employee and render an advisory written medical opinion as to the employee's fitness to return to duty, copies of which shall be transmitted by him/her to both the City's physician and the employee's physician. In the event of their inability to agree upon a third physician, a physician shall be jointly selected by them from a list or panel of physicians established or suggested by the Commissioner of Public Health for the Commonwealth of Massachusetts cooperating with the parties hereto, upon which event such physician, at the City's expense, shall so examine the employee and render his opinion as aforesaid. Pending receipt of such advisory opinion and action of the city physician thereupon, the City shall not require the employee to return to duty and shall continue to fully compensate him on paid injured leave for lost time due to any such absence.

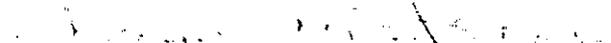
It is understood that "sickness" as used herein means sickness incurred in the line of duty resulting in paid injured leave and does not include sickness not incurred in the line of duty which may result in sick leave.

Section 2. It is understood and agreed by the parties hereto that, when an officer is injured or disabled while on duty, the injured or disabled detective shall be carried "injured on" from the date the City receives notification of said injury or disability until such time as the contrary be shown by the Department at a hearing called for that purpose and supported by competent evidence and sustained by an arbitrator pursuant to Article V, Section 2, Step 4 of the collective bargaining Agreement. The Society agrees to reimburse the city for any and all funds paid wrongfully to any officer under an "injured on" status. The parties agree to immediately arrange an expedited arbitration process for grievances filed under this Section. In the event the officer and/or the Society declines arbitration under this Article, the Department may place the employee on "sick leave status."

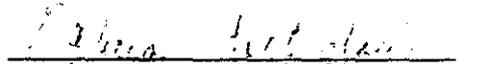
CITY OF BOSTON,

THE BOSTON POLICE DETECTIVES  
BENEVOLENT SOCIETY, SUPERIOR  
OFFICERS UNIT,

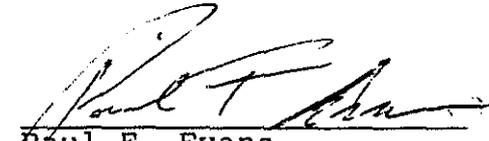
  
Thomas M. Menino, Mayor

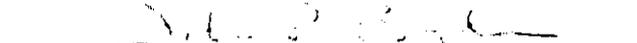
  
Thomas L. Montgomery, President

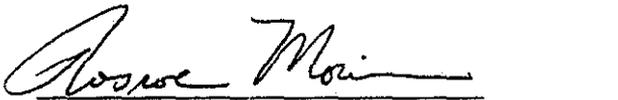
Date: 3/7/94

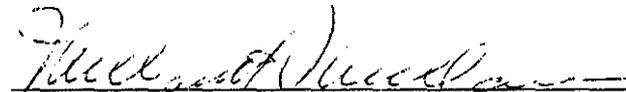
  
Barbara Gottschalk  
Acting Director  
Administrative Services

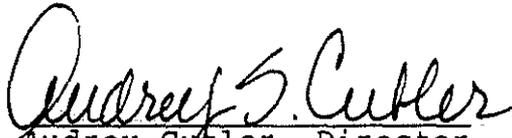
  
Gilbert Griffiths, Vice President

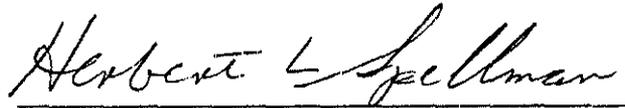
  
Paul F. Evans  
Commissioner  
Boston Police Department

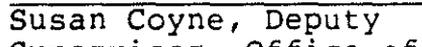
  
John Boyle, Bargaining Committee

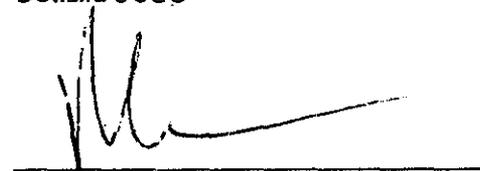
  
Roscoe Morris  
Director  
Office of Personnel Management

  
William H. Mullane, Bargaining  
Committee

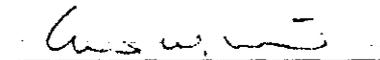
  
Audrey S. Cutler, Director  
Labor Relations, Boston  
Police Department

  
Herbert Spellman, Bargaining  
Committee

  
Susan Coyne, Deputy  
Supervisor, Office of  
Labor Relations

  
Michael J. Muse, Esquire  
Legal Counsel, BPDDBS

APPROVED AS TO FORM:

  
Albert Wallis  
Corporation Counsel

SIDELETTER OF AGREEMENT

The parties agree to the following amendment to Rule 102 - Section 10 which shall hereafter read as follows:

REPORTING AND FITNESS FOR DUTY:

(a) Employees shall report for duty at the time and place specified by their superior officer or supervisor and shall be physically and mentally fit to perform their duty. They shall be properly equipped and cognizant of the information required for the proper performance of duty so that they may immediately assume their duties. They shall acquaint themselves with all matters occurring since their last tour of duty which affect their responsibilities and be accountable for compliance with all new orders, rules, bulletins and circulars.

(b) No officer shall be permitted to work more than two (2) consecutive tours of duty, in a row, or more than sixteen (16) consecutive hours in any given twenty-four (24) hour period. This shall include overtime, court time and paid details, EXCEPT in an emergency situation with the approval of the Police Commissioner, Executive Officer or appropriate Bureau Chief. An on-call tour of duty is an exception to the "sixteen in twenty-four" hour rule. When an officer who is performing an eight (8) hour paid details following a full eight (8) hour tour of duty is requested by the paid detail vendor to continue to perform that paid detail, the officer may do so for no more than one (1) additional hour.

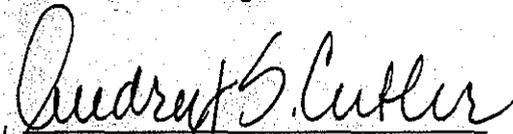
(c) No officer shall work more than ninety-six (96) hours in one (1) week, from 8:00 A.M. Wednesday until 8:00 A.M. the following Wednesday. These hours shall include regularly scheduled tours of duty, court time, overtime, and paid details. Any tour of duty missed due to illness or injury shall be included in the total of hours worked for a week.

A Detective Superior may only be exempt from this policy with the expressed written approval of his/her Commanding Officer. The Commanding Officer will forward a copy of the permission with an explanation to the Bureau Chief within seven (7) days.

Exemptions to this policy may be made only in the interest of public safety, specifically:

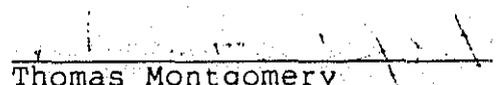
1. Court Appearances;
2. Mandatory Overtime; or
3. Public necessity as determined by the Bureau Chief.

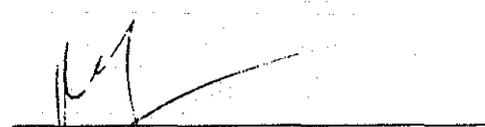
For the City,

  
\_\_\_\_\_  
Audrey Cutler  
Director of Labor Relations  
Boston Police Department

\_\_\_\_\_  
Susan M. Coyne  
Deputy Supervisor  
Office of Labor Relations

For the Union,

  
\_\_\_\_\_  
Thomas Montgomery  
President  
Boston Police Detectives  
Benevolent Society

  
\_\_\_\_\_  
Michael Muse, Esquire  
Muse and Muse

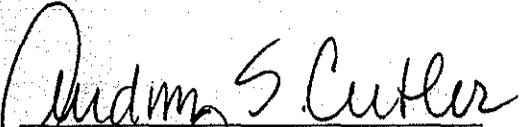
SIDELETTER OF AGREEMENT

The parties agree to amend S.O. 87-11, Part 1 "E" Day Designation, to read:

The notation of an "E" Day will be entered into the Time and Attendance Record and weekly payrolls specifically for sworn officers who are on an administrative schedule (5&2). Officers assigned to an administrative schedule earn a day off at the end of every third week of work. During the course of the calendar year, an officer working a full year administrative schedule would earn seventeen (17) "E" days off. The day, when taken, will be noted in the Time and Attendance record and payroll as an "E" day.

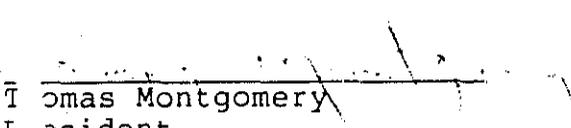
Whenever possible and practical "E" days should be taken on holidays. Officers will not be allowed to take consecutive days off using "E" day owed. However, Detective Superior officers may, with written permission of their Commanding Officer, take two consecutive "E" days once during the Department designated winter vacation schedule and once during the designated summer vacation schedule. Such request will be made in writing no less than 24 hours prior to the day(s) requested. The use of consecutive "E" days will be noted on the Officer's time card to ensure compliance with this order.

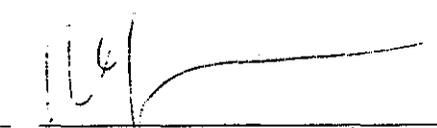
For the City,

  
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Audrey Cutler  
Director of Labor Relations  
Boston Police Department

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Susan M. Coyne  
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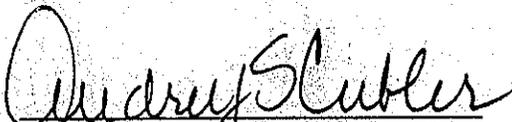
SIDE LETTER OF AGREEMENT

The City of Boston and the Boston Police Detectives Benevolent Society Superior Officers agree to an early retirement incentive for up to ten percent of the bargaining unit who have submitted their retirement papers so that their retirement shall be effective no later than June 30, 1994 under the following conditions:

Retirement pursuant to a Home Rule Petition drafted by the City allowing for either two years on age or two years on service. Should the petition fail to pass the City Council or fail to be enacted by the state legislature for any reason prior to June 30, 1994 the ten percent of the bargaining unit who have filed their retirement papers as stated above shall be entitled to a lump sum bonus computed as seven percent of their salary as of June 30, 1994.

Should the Home Rule Petition be enacted prior to June 30, 1994 those eligible ten percent may retire at any time up to June 30, 1994.

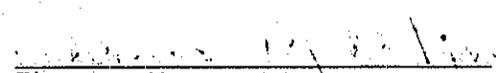
For the City,

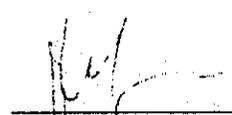
  
Audrey Cutler  
Director of Labor Relations  
Boston Police Department

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Susan M. Coyne  
Deputy Supervisor  
Office of Labor Relations

For the Union,

  
Thomas Montgomery  
President  
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Benevolent Society

  
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Muse and Muse