

A G R E E M E N T

between

CITY OF BOSTON

and

BOSTON POLICE SUPERIOR OFFICERS FEDERATION

Effective July 1, 1979

(Police Sergeants, Lieutenants and Captains)

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A G R E E M E N T

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 Superior Officers Federation, hereinafter called "the Federation",

W I T N E S S E T H :

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 agreements herein contained, the parties mutually agree as follows:

ARTICLE I.

PERSONS COVERED BY THIS AGREEMENT

Pursuant to the Supplemental Decision and Certification of Representatives of the Massachusetts Labor Relations Commission, Case Nos. MCR-146 and MCR-313 (Consolidated Petitions) dated September 26, 1967, the City recognizes the Federation (a successor organization to the Boston Police Collective

Bargaining Federation) as the certified collective bargaining representative of all employees in the City's Police Department in the following classifications: Sergeant, Lieutenant, Captain, and excluding all other employees.

ARTICLE II.

PAYROLL DEDUCTION OF AGENCY SERVICE FEE

Pursuant to General Laws Chapter 150E, Section 12, and to assure that employees covered by this Agreement shall be adequately represented by the Federation in bargaining collectively on questions of wages, hours and other conditions of employment, the Collector-Treasurer of the City shall deduct from each payment of salary made to each such employee during the life of this collective bargaining Agreement and pay over to the Federation, the exclusive bargaining agent of such employee, as an agency service fee, the sum of two dollars (\$2.00) per week, which amount is proportionately commensurate with the cost of collective bargaining and contract administration. The Federation certifies that this collective bargaining Agreement is formally executed pursuant to a vote of a majority of all employees in the bargaining unit.

The Federation agrees to indemnify the City for damages which the City may be required to pay by an administrative agency or court of competent jurisdiction of last resort as a result of the City's compliance with the first paragraph of this Article, provided that any such

sum of damages is limited to the amount deducted from and payable to the particular suitors (claimants) who are named party or parties plaintiff but to no other persons.

ARTICLE III.

NON-DISCRIMINATION

The Municipal Employer and the Federation agree not to discriminate in any way against employees covered by this Agreement on account of membership or non-membership in the Federation, or on account of race, religion, creed, color, national origin, sex or age.

ARTICLE IV.

MANAGEMENT RIGHTS

The Municipal Employer shall not be deemed to be limited in any way by this Agreement in the performance of the regular and customary functions of municipal management, and reserves and retains all powers, authority and prerogatives including, without limitation, the exclusive right of the Police Commissioner to issue reasonable rules and regulations governing the conduct of the Police Department, provided that such rules and regulations are not inconsistent with the express provisions of this Agreement.

ARTICLE V.

GRIEVANCE PROCEDURE

Section 1. Only matters involving the question whether the Municipal Employer is complying with the express provisions

of this Agreement shall constitute grievances under this Article.

Section 2. Grievances shall be processed as follows:

Step #1. The Federation representative, with or without the aggrieved employee, shall present the grievance orally to the employee's immediate Supervisor outside of the bargaining unit, who shall attempt to adjust the grievance informally.

Step #2. If the grievance is not settled at Step #1, it shall be presented in writing to the Police Commissioner by a Federation Grievance Committee not to exceed three (3) persons.

Step #3. If the grievance is not resolved at Step #2 within six (6) working days, the grievance may be submitted to the City's Office of Labor Relations, which shall schedule a hearing within ten (10) working days after it receives the grievance. Conducting the hearing shall be one or more of the staff of the Office of Labor Relations. In addition, the City's committee to hear grievances may include such other persons as the Office of Labor Relations may from time to time designate.

Step #4. If the grievance is not resolved at Step #3 within fifteen (15) working days, the Federation may submit the grievance to arbitration. Such submission to arbitration must be made within thirty (30) days after the expiration of the 15 working days referred to herein. Within the said 30 days, written notice of said submission must be given to the Municipal Employer by delivery in hand or by mail, postage prepaid, to the Office of Labor Relations, City Hall, Boston, Massachusetts. The arbitrator shall be selected by the mutual agreement of the parties. If the parties fail to agree on a selection in the first instance, the American Arbitration Association shall be requested to provide a panel of arbitrators from which a selection shall be made. Expenses for the arbitrator's services shall be shared equally by the parties. Either party may employ a public stenographer at the arbitration proceedings, at the expense of such party.

Section 3. Written submissions of grievances at Step #2 shall be in not less than triplicate, on forms to be agreed upon jointly, and shall be signed by the representative of the Federation filing the grievances. If a grievance is adjusted at any step of the grievance procedure, the adjustment shall be noted on the grievance form and shall

be signed by the Municipal Employer's representative and the Federation representative reaching the adjustment. At any step of the grievance procedure where no adjustment is reached, the grievance form shall bear a notation that the grievance is unsettled, shall be signed by the Municipal Employer's representative and the Federation representative then handling the grievance, and shall be referred to the next step in the grievance procedure as provided herein.

Section 4. All grievances referred to above must be presented in writing at Step #2 within ten (10) working days of the occurrence or failure of occurrence, whichever may be the case, of the incident upon which the grievance is based.

Section 5. Any incident which occurred or failed to occur prior to the effective date of this Agreement shall not be the subject of any grievance hereunder.

Section 6. The decision of the arbitrator shall be final and binding upon the parties, except that the arbitrator shall make no decision which alters, amends, adds to or detracts from this Agreement, or which recommends a right or relief for any period of time prior to the effective date of this Agreement, or which modifies or abridges the rights and prerogatives of municipal management under Article IV of this Agreement.

Section 7. Any matter which is subject to the jurisdiction of the Civil Service Commission or any Retirement Board established by law shall not be a subject of grievance or arbitration hereunder.

ARTICLE VI.

NO-STRIKE CLAUSE

Section 1. No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, or withholding of services. The Federation agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown, or withholding of services.

Section 2. Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown or withholding of services, the Federation shall forthwith disavow any such strike, work stoppage, slowdown, or withholding of services and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the Municipal Employer, the Federation shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown, or withholding of services and to return to work forthwith.

Section 3. In consideration of the performance by the Federation of its obligations under Sections 1 and 2 of this Article, there shall be no liability on the part of the Federation nor of its officers or agents for any damages resulting from the unauthorized breach of the agreements contained in this Article by individual members of the Federation.

ARTICLE VII.

STABILITY OF AGREEMENT

Section 1. No agreement, understanding, alteration or variation of the agreements, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

Section 2. The failure of the Municipal Employer or the Federation to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Municipal Employer or of the Federation to future performance of any such term or condition, and the obligation of the Federation and the Municipal Employer to such future performance shall continue in full force and effect.

ARTICLE VIII.

HOURS OF WORK AND OVERTIME

Section 1. Scheduled Tours of Duty or Work Shifts.

Employees other than Lieutenants and Captains shall be scheduled to work on regular work shifts or tours of duty, and each work shift or tour of duty shall have a regular starting time and quitting time; provided, however, that Lieutenants shall not be compelled involuntarily to work a morning watch prior to their regularly scheduled days off or be compelled involuntarily to work two or more consecutive morning watches. Work schedules shall be posted on all Department bulletin boards at all times and copies shall

be given to the Federation.

The parties agree to incorporate by reference into this contract the provisions of a Special Order dated September 10, 1970 by the Police Commissioner to all bureaus, divisions and districts establishing work schedules.

The tours of duty (work shifts) and hours of work of the day and the two night platoons are as follows:

Tours of duty (work shifts) are numbered
1, 2 and 3.

The hours of tour of duty #1 are from
12:15 A.M. to 8:00 A.M. (Morning Watch).

The hours of tour of duty #2 are from
8:00 A.M. to 4:30 P.M. (Day Platoon).

The hours of tour of duty #3 are from
4:30 P.M. to 12:15 A.M. (First Half).

Platoons are lettered A, B and C.

Platoon A is a night platoon.
Platoon B is the day platoon and works
tour of duty #2.
Platoon C is a night platoon.
Platoons A and C alternate on tours of
duty #1 and #3.

In addition to the above basic tours of duty or work shifts, there are the following additional tours of duty or work shifts:

<u>NIGHT SHIFT OR TOUR</u>	6:30 P.M. to 2:00 A.M.
<u>DAY SHIFT OR TOUR</u>	9:00 A.M. to 5:30 P.M.
<u>TACTICAL PATROL FORCE</u>	
<u>Day Shift or Tour</u>	8:00 A.M. to 4:30 P.M.
<u>Night Shift or Tour</u>	6:30 P.M. to 2:00 A.M.

Employees assigned to the day Tactical Patrol Force shift shall work the same squad schedule as do employees assigned to the night Tactical Patrol Force shift.

CANINE UNIT

Day Shift or Tour 11:00 A.M. to 6:00 P.M.
(Day Platoon)

Night Shifts or Tours 6:00 P.M. to 12 Midnight
(Night Platoon) 12:00 Midnight to 6:00 A.M.

TRAFFIC DIVISION

Day Shifts or Tours 8:00 A.M. to 4:00 P.M.
(Day Platoon) 10:00 A.M. to 6:00 P.M.

Night Shift or Tour 4:00 P.M. to 12 Midnight
(Night Platoon)

The 8:00 A.M. to 4:00 P.M. and the 10:00 A.M. to 6:00 P.M. work shift or tours of duty of the Day Platoon in the Traffic Division shall be alternated, on a monthly basis or on such more frequent basis as may be mutually agreed to by the Police Commissioner and the Federation, by those employees in said Division who perform street traffic duty or motorcycle patrol.

Unless expressly set forth in this contract, all districts and units will schedule their tours of duty in conformity with the major tours of duty as set forth above. The 6:30 P.M. to 2:00 A.M. tour of duty may be utilized for personnel assigned to platoons A or C, scheduled to perform a morning watch tour of duty prior to or subsequent to their days or relief.

Subject to the operating needs of the Department, the City agrees that reassignments of members of the bargaining unit to a different district, unit, or division

on a regularly scheduled tour of duty shall be accomplished in a manner conducive to creating the least amount of inconvenience for the reassigned members of the unit.

In the event that the City should desire to change the work schedule of members of the bargaining unit, it shall provide the Federation notice and negotiate any changes with the Federation prior to implementation thereof.

It is agreed that the aforementioned negotiations will only be for a period of ten (10) days and that thereafter the parties will agree upon and have an arbitrator hear the matter within a succeeding period of ten (10) days and it is further agreed that the provisions of the arbitration are that the arbitrator will render his decision in ten (10) days. In no event will more than thirty (30) days lapse from the date that the City provides notice of change to the Federation and implementation of change.

In the event that the City contemplated implementation of changed work hours after the failure of good faith negotiations and arbitration is entered into as set out above, the form of arbitration to be applied to this section shall be grievance arbitration. The standard of review to be applied by the arbitrator in that arbitration will be "good cause" which is some substantial reason grounded in objective fact as opposed to "arbitrary, capricious and unreasonable".

Section 1A. All day shifts or tours shall include a half-hour paid lunch period for all bargaining unit employees. During their paid lunch period officers will remain on call in accordance with the existing "Code 10" directive dated January 7, 1980.

Compensation for each half-hour lunch period shall be calculated at a straight time rate $\frac{1}{2}$ (regular weekly compensation \div 40) \times .57 except when a lunch period occurs during an overtime shift or tour in which case the overtime rate will apply.

Such compensation shall be included in the employee's regular weekly pay for the purposes of computing sick pay, injured pay, holiday pay, and vacation pay and shall be considered regular compensation for pension and retirement purposes to the extent permitted by law.

Section 2. Scheduling of Overtime. In emergencies or as the needs of the service require, employees may be required to perform overtime work. Employees shall be given as much advance notice as possible of overtime work.

All scheduled overtime shall be distributed on a fair and equitable basis to personnel within a district, unit or section. Said overtime will be distributed by a superior officer in each district, unit or section and that superior officer will keep a record of acceptances and refusals which record will be posted weekly. For purposes of assignment, to the extent possible, the parties

recognize a distinction between the ranks.

Employees other than those required to work beyond their normal tour of duty due to the exigencies of their workday (such as a late investigation, etc.) shall have the option of declining offered overtime; but in the event that sufficient personnel do not accept such offered overtime on a voluntary basis, or in the event of an emergency situation where time is of the essence in executing the overtime job, such additional personnel as are deemed necessary by the City may be required to work overtime on an assigned basis. If overtime is hired in excess of the assigned complement of the district, consideration will be given to providing additional supervisory personnel on an overtime basis to reasonably supervise the employees who are hired in excess of the assigned complement.

All employees shall be afforded the opportunity to accept overtime service, but there shall be no discrimination against any employee who declines to work overtime on a voluntary basis. The Department will seek to avoid assigning overtime (as contrasted with voluntary overtime) to employees working a "short day", on days off, or working with night platoons who are required to attend court, etc. (see Article IX) between their tours of duty or on days off, so that such employees may be afforded every opportunity for required rest or to attend to their personal business before and after working hours or on a day off.

Section 3. Overtime Service. All assigned, authorized or approved service outside or out-of-turn of an employee's regularly scheduled tour of duty (other than paying police details), including service on an employee's scheduled day off, or during his vacation, and service performed prior to the scheduled starting time for his regular tour of duty, and service performed subsequent to the scheduled time for conclusion of his regular tour of duty, including the assigned, authorized or approved service of officer-detectives or plainclothesmen, and including court time as set forth in Article IX, shall be deemed overtime service subject to the following rules:

A. If duty requires an employee to work beyond the normal quitting time of his scheduled tour of duty:

(1) The first fifteen (15) minutes of such service shall not be deemed overtime service. The City agrees that this provision will not be used as a basis of discrimination against or punishment of individual employees.

(2) If an employee works more than fifteen (15) minutes but thirty (30) minutes or less of such service, he shall be deemed to have performed one-half hour of overtime service.

(3) If an employee works more than thirty (30) minutes of such service, such overtime service shall be rounded off (and paid for) to the next quarter hour.

B. If an employee who has left his place of employment or last duty assignment after having completed work on his regular tour of duty is recalled to his unit, district, division or bureau, or to any other place, and he reports thereat, or if an employee is so recalled on a scheduled day off or during his vacation, he shall be paid on an overtime basis for all such time and shall be guaranteed a minimum of four (4) hours of overtime recall pay. It is understood that the four-hour guarantee does not apply when an employee is called in early to work prior to the normal starting time of his scheduled tour of duty and works continuously from the time he reports into his normal scheduled tour of duty, in which event such employee shall receive overtime pay for only the actual time worked prior to the commencement of such tour.

C. Overtime service shall not include:

(1) The 6:30 P.M. to 2:00 A.M. tour of duty prior to or subsequent to an employee's day or days off when his normal workweek would terminate after a morning watch (#3 tour);

(2) The normal forty-two (42) day changeover of employees working tours of duty #1 and #3 from A to C and C to A platoons;

(3) An out-of-turn tour of duty which is substituted for a regularly scheduled tour of duty by mutual agreement between the Department and the employee;

(4) Swapped tour(s) of duty between individual employees by their mutual agreement (subject to District approval); and

(5) A change in the schedule of an employee who is shifted from one platoon to another platoon or from one shift (tour) to another shift (tour) for a period of fourteen (14) or more consecutive calendar days, or for a period of less than fourteen (14) consecutive calendar days if for the purpose of in-service training or courses or to bring prisoners back into the City's jurisdiction.

D. The scheduled tours of duty of individual employees or groups of employees will not be changed or altered for the purpose of avoiding the overtime provisions of this Article.

Section 4. Method of Compensation for Overtime Service.

A. An employee who performs overtime service in accordance with the provisions of this Agreement shall receive, in addition to his regular weekly compensation, time-and-one-half his straight-time hourly rate for each hour of overtime service. The straight-time hourly rate shall be computed as one fortieth of an employee's regular weekly compensation.

B. Employees shall not be required to accept compensatory time off in lieu of monetary compensation for overtime service.

C. Pay for overtime service shall be in addition to and not in lieu of holiday pay or vacation pay and shall be remitted to employees as soon as practicable after the week in which such overtime service is performed.

D. An employee who is not scheduled to work on a holiday but who is called in to work on such holiday shall receive double his straight-time hourly rate for each hour of such service in lieu of the time-and-one-half rate specified in Paragraph A of this section (but not in lieu of holiday pay). An employee who is called in for overtime service during his vacation shall receive, in addition to the overtime compensation otherwise provided under Paragraph A of this section, a compensatory day off for each such day of vacation on which he performs overtime service.

Section 5. In the event that, during a situation of an emergency nature, two 12-hour tours of duty are put into effect, all service in excess of eight (8) hours on any such tour shall be deemed overtime service.

ARTICLE IX.

COURT TIME

Section 1. An employee on duty at night or on vacation, furlough, or on a day off, who attends as a witness or in other capacity in the performance of his duty for or in behalf of the Commonwealth or the City in a criminal or other case pending in any District Court, including the Municipal Court of the City of Boston, any Juvenile Court, or any Superior Court, or before any Grand Jury proceedings, or in conference with a District Attorney or Assistant District Attorney, or at any pre-trial conference or any other related hearing or proceeding, or who is required

or requested by any City, County, Town, State or the Federal Government or subdivision or agency of any of the foregoing to attend or appear before any Department, Agency, Board, Commission, Division or Authority, or Official of the State or Federal Government, or subdivision or agency of any of the foregoing, or who attend as a witness or in other capacity in the performance of his duty for the Government of the United States, the Commonwealth or the City in a criminal or other case pending in a Federal District Court, or before a Grand Jury proceeding, or a United States Commissioner, or in conference with a United States Attorney or Assistant United States Attorney, or at any pre-trial conference or any other related hearing or proceeding, shall be entitled to overtime compensation for every hour or fraction thereof during which he was in such attendance or appearance, but in no event less than three (3) hours' such pay on an overtime service basis; provided, however, that if he so attends or appears, during any one day, on more than one such occasion, he shall be entitled to such additional pay from the time of first such attendance on such day to the time of last such attendance on such day; provided, further, that if any such occasion occurs on a holiday which falls on an employee's day off or during his vacation, the employee shall receive the additional pay due him under the holiday and vacation provisions of this Agreement.

Section 2. An employee performing Court-Time duty after completing a last-half tour and scheduled to report for his next regular tour of duty at 4:30 P.M. on the same day, may, at his option, report for work at 6:30 P.M. and work until the end of his scheduled tour of duty, provided he has notified his district, division or unit or bureau to such effect prior to 2:00 P.M. on such day.

ARTICLE X.

HOLIDAYS

Section 1. The following shall be considered holidays for all employees covered by this Agreement for the purposes enumerated below:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Washington's Birthday	Columbus Day
Evacuation Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Christmas Day
Bunker Hill Day	

or the following Monday if any day aforesaid falls on Sunday.

For the purpose of this Article, the "holiday" is the twenty-four (24) hour period commencing at 7:45 A.M. of each day listed in this Section.

Section 2. When any of the aforementioned holidays fall on an employee's scheduled workday or on an employee's scheduled day off or during his vacation or during any period of an employee's paid injured leave, not exceeding twenty-four (24) consecutive months, he shall receive, for each such holiday, in addition to his regular weekly

compensation, an additional day's pay, computed as one-fifth of his regular weekly compensation.

Section 3. Notwithstanding anything in the preceding section to the contrary, if an employee is absent on account of illness (other than paid injured leave) on a holiday which is his scheduled workday, or if an employee is absent on account of illness both on his scheduled tour of duty immediately prior to and on his scheduled tour of duty immediately subsequent to a holiday which falls on a scheduled day off, or if an employee is granted permission to take an unscheduled day off on a holiday which is his scheduled workday, such employee shall receive his regular weekly compensation for the week in which such holiday falls but shall not receive additional compensation for such holiday.

ARTICLE XI.

VACATION LEAVE

Section 1. The parties agree that the present practice of selection of vacation leave in each unit, district, division or platoon, shall continue in force and effect for the term of this contract.

Subject to operating needs of the Department, members of the bargaining unit who are entitled to vacation benefits may exercise their option to use their vacation time or to be compensated therefore up to a maximum of one (1) week.

Section 2. Effective July 1, 1979, vacations for employees under this Agreement will start at 8:00 A.M. on Monday and

shall run to 8:00 A.M. on the following Monday or a subsequent Monday, depending upon the length of the vacation.

ARTICLE XII.

UNIFORM AND CLOTHING ALLOWANCE

Effective July 1, 1979, the City will provide each member of the bargaining unit, including Detectives and Plainclothesmen, an annual uniform and clothing allowance in the amount of three hundred fifty dollars (\$350.00).

Effective July 1, 1980, the City will provide each member of the bargaining unit, including Detectives and Plainclothesmen, an annual uniform and clothing allowance in the amount of four hundred dollars (\$400.00).

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 braids and accouterments of the uniform as required by the City to be worn by members 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 expenditures and complete a clothing inventory form supplied by the City;

(2) Uniforms so purchased must conform to Department specifications;

(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 case of his death, his estate in the manner provided by law for the payment of vacation pay, death or retirement.

ARTICLE XIII.

TEMPORARY SERVICE IN A HIGHER RANK

Section 1. An employee who is performing pursuant to assignment, temporary service in a rank higher than the rank in which he performs regular service, other than for the purpose of filling in for an employee on vacation, shall, commencing with the sixth consecutive day of service in such higher rank, be compensated for such service at the rate to which he would have been entitled had he been promoted to such rank.

Section 2. When there is an existing Civil Service list for a higher rank to be filled on a temporary basis, the selection of an employee to perform temporary service in such higher rank shall be made in accordance with Civil Service rules.

Section 3. When there is no existing Civil Service list for the rank to be filled temporarily, the selection of an employee to perform temporary service in such higher rank shall be made from among the employees assigned to the unit, district, division or bureau where temporary service is to be performed. The selection shall be made on the basis

of qualifications and ability. Where qualifications and ability are relatively equal, length of service in such unit, district, division or bureau shall be the determining factor. The Commissioner or his delegate(s) shall be the sole judge of qualifications and ability, provided that such judgment shall not be exercised arbitrarily, capriciously or unreasonably. Any dispute hereunder shall be subject to the grievance and arbitration procedure.

Section 4. There shall be no discrimination with respect to promotional opportunities or otherwise, against any employee who declines to perform temporary service in a higher rank as set forth in Section 1 of this Article.

ARTICLE XIV.

PAYING DETAILS

Section 1. All paying details of three or more patrolmen at one location shall require a superior officer on that detail and each additional multiple of three patrolmen on a detail will require an additional superior officer.

Section 2. It is agreed that superior officers will supervise the posting of patrolmen details, but that supervision will not include the physical act of posting by the superior officers.

Section 3. No paying detail assignment shall be made until the person, firm, corporation or entity requesting or required to have such detail has agreed to pay the following rates of pay:

Effective July 1, 1979 -

Rank:	Sergeant	-	Minimum hourly rate	.....	\$12.00
	Lieutenant	-	" " "	.....	\$13.50
	Captain	-	" " "	.....	\$15.50

Effective July 1, 1980 -

Rank:	Sergeant	-	Minimum hourly rate	.....	\$13.00
	Lieutenant	-	" " "	.....	\$14.50
	Captain	-	" " "	.....	\$16.50

with a guarantee of a minimum of four (4) hours' pay per detail for each employee so assigned. The Federation and the Police Commissioner hereto may, by mutual agreement, from time to time, revise upward the said hourly rate and the minimum number of guaranteed hours per detail aforementioned and establish premium rates of pay for certain details. But, in no event will the rate of pay as set out above be less than the regular hourly rate of the various ranks described.

Section 4. All authorized and assigned paid details shall be distributed on a fair and equitable basis to personnel within a district, unit or section. Said details will be distributed by a superior officer in each district, unit or section and that superior officer will keep a record of acceptances and refusals which record will be posted weekly. On those occasions when there is a need for a multiple number of superior officers to supervise a detail in any district, unit or section as set out in Section 1 above, that detail will be assigned by the paid detail service with the understanding that either the sergeant,

lieutenant or captain, a minimum of one assigned to the detail, will come from the district, unit or section.

ARTICLE XV.

LABOR-MANAGEMENT COMMITTEE

The City and the Federation shall jointly maintain and support a labor-management committee which shall meet at reasonable times at the request of either party to discuss questions of interpretation or application of the Agreement and also broader questions which would not be subject to the Grievance and Arbitration Procedure.

ARTICLE XVI.

EMPLOYEE RIGHTS AND REPRESENTATION

Section 1. Employees have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to join and assist the Federation. The freedom of employees to assist the Federation shall be recognized as extending to the participation in the management of the Federation and acting for the Federation in the capacity of a Federation officer or representative, or otherwise, and including the right to present Federation 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 Federation 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 Federation;

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

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

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

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

Section 2. The members of the Federation Bargaining Committee, not to exceed five (5), and the President of the Federation, shall be granted leave of absence without loss of pay or benefits for all meetings between the City and the Federation for the purpose of negotiating the terms of a contract or supplement thereto. Federation officers, district representatives and Grievance Committee members, not to exceed five (5) in any instance, shall

be granted leave of absence without loss of pay or benefits for 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 purposes provided they give notice of their presence immediately upon arrival to the person in charge. Such officers, district representatives and Grievance Committee members who work with any night platoon shall have their hours and schedule of work accordingly adjusted to effectuate the purposes of this Section.

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

Section 4. The Federation shall provide the Department and keep updated a list of its officers and Bargaining Committee members, and of all of its district representatives.

Section 5. Federation officers, district representatives, and Bargaining Committee members, up to a maximum total of six 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. Federation officers, representatives and committee members shall not be transferred out of their unit, 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 of night men, or except for purposes other than the purpose of discriminating against any such Federation officer, district representative 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 Federation. 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 and Arbitration Procedure.

Section 7. The City agrees to recognize the district representatives of the Federation of not more than one (1) for each district at each unit, district, division or bureau, except as follows:

Headquarters - Three (3) representatives;
District Two - Two (2) representatives;
District One - Two (2) representatives;

and further provided that in each of the instances where representatives or committee are referred to above, that the President of the Federation will have equal rights to attend such meetings and make such entries on the premises.

Section 8. Federation Officers or representatives except Captains who are involuntarily transferred shall be given one week's notice of any contemplated transfer and the right to consult the area commander prior to such transfer.

Section 9. Ex-Federation officers and representatives, except Captains, for one (1) year following their leaving of office will be given one week's notice of any contemplated transfer and the right to consult with the Area Commander prior to such transfer.

ARTICLE XVII.

COMPENSATION

Section 1. The pay schedule as set forth in Rule 1 of the Police Department Compensation Plan, dated January 6, 1965, as amended, (hereinafter called the 1965 Plan) shall be amended to provide the following salary schedules to be effective for the duration of this Agreement:

- Sergeant - a differential of 23% over the maximum rate for the rank of Patrolman
- Lieutenant - a differential of 16½% over the maximum rate for the rank of Sergeant
- Captain - a differential of 16½% over the maximum rate for the rank of Lieutenant

The percentage differential so specified will be based upon the maximum rate for the rank of Patrolman which is or may be specified on or after January 1, 1977. In addition to that maximum rate for the rank of Patrolman, there will be an additional computation in which the aggregate cost of

th Educational Incentive Pay Plan and the Transitional Career Awards Plan will be added together and divided by the number of Patrolmen in the employ of the City as of the date of computation. THAT FIGURE WILL BE KNOWN AS THE COMPUTED BASE FIGURE. It will be added to the maximum rate for the rank of Patrolman figure as set out above and the percentage differential will be applied to the sum of the two figures. At no time during this Agreement will the computed base figure be less than eight hundred (\$800.00) dollars or more than nine hundred (\$900.00) dollars. Subsequent computations will be on the last Wednesday of December 1976 and each six (6) months thereafter.

The City reserves the right to round off weekly salaries to the nearest fifty (\$.50) cents. For this purpose, sums of twenty-five (\$.25) cents or more but less than fifty (\$.50) cents will be rounded off to fifty (\$.50) cents. Sums of seventy-five (\$.75) cents or more will be rounded off to the next higher dollar.

Section 2. Detective Differential. Upon completion of six (6) months of duty in charge of detectives in a District, duty in Internal Affairs Division, duty in the Special Investigation Unit, duty in the Intelligence Division and/or duty while assigned to and employed at the Headquarters' Criminal Investigation Division, a Superior Officer will be automatically rated as a Detective and shall receive weekly a differential of fifteen (\$15.00) dollars. A Superior Officer who, on the effective date of this Section, was not rated

as a Detective and had completed less than six (6) months of such duty, will receive credit for such service toward being rated. A Superior Officer will be paid a Detective differential only so long as he continues to perform such duty or duty for which he was being paid as a rated Detective immediately preceding the effective date of this Section.

Section 3. Assignment Differential. A Superior Officer, so long, but only so long as assigned to one of the following assignments, upon completion of six (6) months of such assigned duty, shall receive weekly, in addition to the salary to which he would otherwise be entitled under this rule, the sum of ten dollars (\$10.00). Bargaining unit members will receive the differential as set out hereafter so that they will not receive less for their specialty than those persons that they so supervise.

SPECIALISTS

Superior Officer	-	Community Services Officer
"	"	- Supervisor of Court Cases
"	"	- Mounted Officer Unit
"	"	- Planning and Research
"	"	- Academy Instructor
"	"	- Bomb Disposal Squad
"	"	- Headquarters Radio Chief Dispatcher
"	"	- Computer Programmer
"	"	- Juvenile Aid Section
"	"	- Assistant in Charge of Photo and
"	"	- Fingerprint and Evidence Technicians
"	"	- Hackney Carriages
"	"	- Ballistician
"	"	- Licensing
"	"	- Paid Detail (Service Section)
"	"	- Staff Inspection

Section 4. The parties hereto agree that this amendment resolves for the time being the question of Detective differentials and assignment differentials. The parties further

agree that any further study in the area of Detective differentials will be a matter for the agenda of the Labor-Management Committee.

Section 5. An employee who is rated a Detective and who is assigned to one of the assignments listed in the preceding Sections, shall receive a Detective differential but shall not receive assignment differentials.

Section 6. The assignments listed in Section 3 of this Article are in addition to any assignments otherwise specified in the 1965 Plan.

Section 7. Effective the first Wednesday following the date of execution of this Agreement, a Superior Officer who is regularly scheduled to work on a night shift (any shift or tour commencing at or after 4:00 P.M. and prior to 8:00 A.M.) shall receive, in addition to his regular weekly salary, a weekly night shift differential as follows:

Effective July 1, 1979	Night Shift Differential
Sergeant	30.17
Lieutenant	35.15
Captain	40.95

Effective July 1, 1980	Night Shift Differential
Sergeant	32.38
Lieutenant	37.72
Captain	43.95

Night shift differential shall not be included in base pay for the purposes of computing overtime but shall be so included for the purpose of determining holiday pay, vacation pay, and pay for in-service training, and for retirement/pension purposes to the extent permitted by law.

Section 8. Captains working days who serve as District Commanders shall, effective July 1, 1975 receive an additional differential of twenty seven (\$27.00) dollars per week for said assignment.

ARTICLE XVIII.

MISCELLANEOUS

Section 1. Effective upon the execution of this Agreement, three days leave of absence, with pay, will be allowed an employee in the case of the death of his spouse, or anybody 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, or grandparents. 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.

Effective July 1, 1980, the three-day period set forth in Section 1 above shall be increased to five days.

Section 2. Both parties to this Agreement shall cooperate in the enforcement of safety rules and regulations. Complaints with respect to unsafe or unhealthy working conditions shall be brought immediately to the attention of the Commissioner

or his delegate and shall be a subject of grievance hereunder.

The Commissioner and the Federation shall establish a joint safety committee for the purpose of promoting sound safety practices and rules.

Section 3. The published Rules and Regulations of the City and/or Police Department in effect on the effective date of this Agreement relative to sick leave, vacation leave, and uniforms shall remain in force and effect for the duration of this Agreement.

In addition to the foregoing, there shall be the following redemption of sick leave provision implemented.

An employee who has used fewer than five (5) sick leave days in the twelve (12) month period ending June 30, 1977, or June 30 of any subsequent year, 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	5
14	1	4
13	2	3
12	3	2
11	4	1
10	5	0

The per diem rate will be the Superior Officer's sick leave rate on June 30.

During July the City will notify each qualifying employee with redemption options. Any employee may elect to redeem all or part of his entitlement in full days. Unredeemed sick days will be accumulated in the normal manner.

An employee absent from duty on account of sickness, injury or disability incurred in the performances 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 hand 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 in cooperation with the parties hereto upon which event such physician at the City's expense shall so examine the employee and enter 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, injured

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.

Any employee who retires from a position with the City or dies while employed by the City, shall receive a cash payment equivalent to ten (10%) percent 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 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 a beneficiary designated by the employee in writing or in the absence thereof, to his estate.

Section 4. Subject to the operating needs of the Department as determined by the Commissioner, leave of absence for a reasonable purpose may be granted for a period of up to ninety (90) days and may be extended by the Commissioner for a period not exceeding an additional ninety (90) days. Any leave of absence in excess of thirty (30) days must be approved by the Commissioner or his delegate in writing.

Section 5. Should any provision of this Agreement be held unlawful by a court or administrative agency of competent jurisdiction, all other provisions of this Agreement shall remain in force for the duration of the Agreement.

Section 6. No money shall be spent under this Agreement unless and until the funds necessary to implement this Agreement have been appropriated.

Section 7. Annual Honorarium. Those members of the Bargaining Unit who have received or who will receive the Department Medal of Honor for performing extraordinary police service, shall receive a \$50.00 Annual Honorarium each December so long as they remain active members of the Department. This will be paid to members who have received this Honorarium and will become effective for all members beginning with the implementation date of this contract.

Section 8. Personal Leave. All employees covered by this Agreement may take up to three (3) of their fifteen annual sick days as personal days, provided that the employee shall schedule any such personal days in advance with the approval of his/her commanding officer. Such approval will not be unreasonably withheld. Personal days used under this Section shall be deducted from sick leave but shall not count as sick days used by an employee for the purpose of Article XVIII, Section 3, or in any way affect an employee's right to annual sick leave redemption under that provision.

Section 9. Physician's Certificate. Notwithstanding any departmental rule or regulation or practice to the contrary, if a physician's certificate is required by the Commissioner as evidence of an employee's absence from work due to illness, for five (5) consecutive days or more than ten (10) days in a calendar year, the Department must afford such employee

an opportunity to obtain such certificate from a physician in the Department or a physician at Boston City Hospital. The Department will assume the full cost charged by such physician(s) or by Boston City Hospital in connection with the certificate. At any time after the first year of this Agreement, upon a written request by the Federation, the parties agree to meet for the purpose of reviewing the experience under this provision and negotiating such changes, if any, that are deemed appropriate in the manner and time the certificate is to be obtained. If an employee so chooses, he may obtain a certificate from a physician other than a physician described above, in which case he will assume the cost thereof.

Section 10. Reimbursement of Legal Fees. In the event that any employee is charged with committing a criminal offense in the course of his work performance and is subsequently found not guilty of such accusations in a court of law or if such accusations against him are dismissed by a court of law or by an authorized clerk of such court, the City will reimburse such employee for reasonable attorneys' fees and related court costs including but not necessarily limited to stenographic fees and witness fees incurred by him in defending himself against those charges. Such payment will be made after review by the Corporation Counsel of the City of Boston. Prevailing rates (as determined by the Massachusetts Bar Association) shall apply.

Section 11. Hospital Liaison Notification. The hospital liaison officers will notify the Federation's Grievance Committee Chairman in writing when a bargaining unit employee is absent from duty due to injuries or illness requiring admission to the hospital. A Federation Grievance Committee member shall be granted leave of absence with pay and with no loss of benefits for time required to discuss and process grievances on an incident which could lead to grievances with the sick or injured employee or others involved.

ARTICLE XIX.

DURATION OF AGREEMENT

Section 1. This Agreement shall take effect on July 1, 1979 and shall continue in force and effect until superceded by a new collective bargaining Agreement, however, that nothing in this Agreement shall be construed to provide for increases in wages or benefits as the result of settlements with other City of Boston employee groups.

Section 2. On or after March 1, 1981, either party may submit its proposals for a new Agreement to be effective on the termination of this Agreement, and the parties shall proceed forthwith to bargain collectively with respect thereto.

ARTICLE XX.

GROUP INSURANCE

The City will continue its level of benefits of Master Medical and maintain its level of premium contribution at

the rate of seventy five (75%) percent of premium.

ARTICLE XXI.

LABOR-MANAGEMENT MEETINGS

It is agreed that the President of the Federation and the Police Commissioner will meet once monthly to discuss matters of mutual interest.

In the presence of:

-CITY OF BOSTON

Robert E. Holland, Esquire

BY Kevin H. White
Kevin H. White, Mayor

Dennis G. Austin
Dennis G. Austin
Assistant Corporation Counsel
Office of Labor Relations

Date MAR 25 1981

Joseph M. Jordan
Joseph M. Jordan
Police Commissioner

BOSTON POLICE SUPERIOR OFFICERS
FEDERATION

Captain Joseph McCormack
Captain Joseph McCormack

Approved as to form:

Lt. Philip Aldo
Lt. Philip Aldo

Lt. Charles Webb
Lt. Charles Webb

Frederick G. Barry, Jr.
Frederick G. Barry, Jr.
Attorney for the Federation

Sgt. Daniel Harrington
Sgt. Daniel Harrington

APPROVED AS TO FORM:

Sgt. Edward Connolly
Sgt. Edward Connolly

Joseph D. Alviani
Joseph D. Alviani
Corporation Counsel

Sgt. Gerald Doucette
Sgt. Gerald Doucette