

MEMORANDUM OF AGREEMENT

between

CITY OF BOSTON

and

7/81 -

BOSTON POLICE SUPERIOR OFFICERS FEDERATION

This Agreement is made between the City of Boston (the "City") and the Boston Police Superior Officers Federation (the "Federation"). Except as amended herein, the terms and conditions of the prior collective Agreement between the parties are unchanged. Except as otherwise stated herein, these changes shall be effective as of the date of execution.

1. ARTICLE II - PAYROLL DEDUCTION OF AGENCY SERVICE FEE

As soon as practicable after the execution of this Agreement the Agency Service Fee shall be four dollars (\$4.00) per week.

2. ARTICLE XII - UNIFORM AND CLOTHING ALLOWANCE

Effective with the first payment after the date of execution of this Agreement the Uniform and Clothing Allowance shall be four hundred and forty dollars (\$440.00) per year.

3. ARTICLE XIV - PAYING DETAILS

Effective immediately the rate for paid details shall be as follows:

Sergeant	-	Minimum Hourly Rate	\$17.25
Lieutenant	-	Minimum Hourly Rate	\$19.25
Captain	-	Minimum Hourly Rate	\$21.75

EFFECTIVE July 1, 1983

Sergeant	-	Minimum Hourly Rate	\$17.75
Lieutenant	-	Minimum Hourly Rate	\$19.75
Captain	-	Minimum Hourly Rate	\$22.50

The City shall have the right to implement a surcharge of up to 10 percent on paid details if such a surcharge is implemented with any other bargaining unit within the Police Department. Such charge will be paid by the customer, not by the Superior Officer.

In addition to the above rates, there shall be a \$1.00 per hour differential on construction details.

4. ARTICLE XVII - COMPENSATION

Section 1. Effective July 1, 1981, base salary for members of the bargaining unit shall be increased by eight percent (8%).

New Section. Effective as soon as practicable after the execution of this Agreement, the City agrees to pay each member of the bargaining unit a one-time, lump-sum payment of four hundred and fifty dollars (\$450.00).

5. ARTICLE XIX - DURATION OF AGREEMENT

Delete Section 1 and insert the following:

This Agreement shall take effect on July 1, 1981, and shall continue in force and effect until superseded by a new collective bargaining Agreement; however, nothing in this Agreement shall be construed to provide for increases in wages or benefits as the result of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.

6. NEW ARTICLE - SPECIAL DUTY OF DUTY LESS THAN FULL DUTY

(A) If, in the opinion of the City's physician after an examination, a Superior Officer on injured status is capable of performing duty less than full police duty, the Commissioner may assign the Superior Officer to such duty consistent with the responsibilities of a Superior Officer and shall order the Superior Officer to report for duty thereat within not less than five (5) working days. The City physician shall consider available reports of the Superior Officer's physician when determining the Superior Officer's fitness to perform such duty.

During this duty assignment, the Commissioner or the Superior Officer may request the City's physician to examine the Superior Officer to determine the Superior Officer's fitness to return to full duty consistent with the provisions of this Agreement.

If the Superior Officer at any time declines or is unable to perform such duty assignment, he shall immediately notify the Director of Personnel who shall place the Superior Officer on sick leave. In the event the Superior Officer's physician and the Department's physician disagree as to the Superior Officer's ability to perform such duty, the Director of Personnel shall arrange for an examination of the Superior Officer by a physician designated by the Commissioner and the Federation. The physician, at the expense of the City, shall examine the Superior Officer and render an advisory medical opinion as to the Superior

Officer's fitness to perform such duty assignments, copies of which shall be transmitted by the physician to both the City's and the Superior Officer's physician. The City physician will then re-examine the Superior Officer and based upon all the evidence before him make a recommendation to the Commissioner whether to continue such duty assignment or to restore the Superior Officer to injured on status. In the event the Federation believes the decision of the Department is arbitrary or capricious, this dispute may be processed through the grievance procedure.

The Department shall attempt to assign the Superior Officer to the same shift to which he/she was assigned prior to the injury and if the Superior Officer is assigned to a different shift, such assignment shall not be arbitrary or capricious.

(B) If an employee on sick or injured status wishes to return to less than full duty, and his physician certifies that he is fit for such duty and the department physician disagrees, then the process for resolving such dispute shall be the same as in Section A above.


(C) Subject to the approval of the City physician, Superior Officers on less than full duty as defined in this section may be eligible to perform paid details consistent with the terms of this section and his/her physical condition.

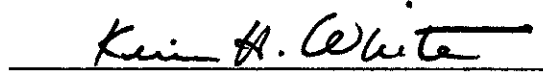
Superior Officers on such duty shall not be assigned to on-street patrol supervision. The parties shall agree to a list of five (5) arbitrators for the purpose of expedited

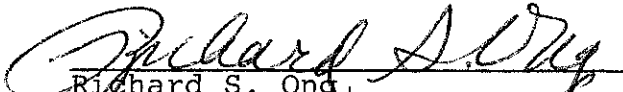
arbitration pursuant to this Article and agree to cooperate to complete the arbitration within thirty days.

In the presence of:


CITY OF BOSTON

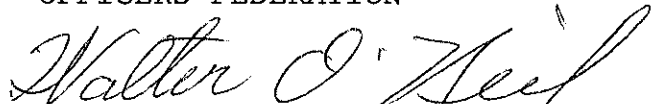

Edward T. Sullivan
Vice Mayor

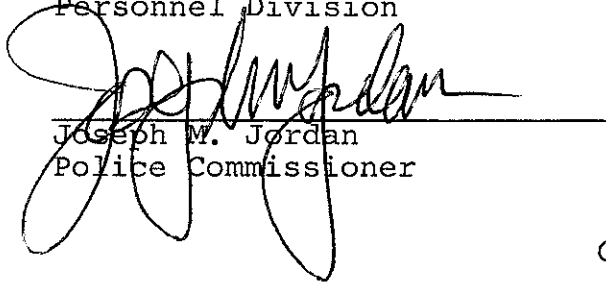

Kevin H. White, Mayor
Date 7/22/83


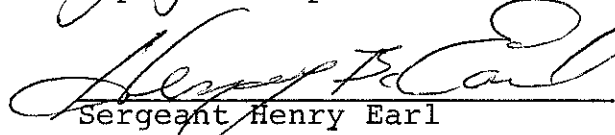

Richard S. Ong
Assistant Corporation Counsel

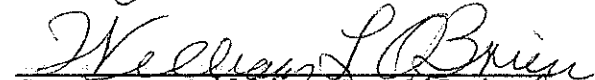
BOSTON POLICE SUPERIOR OFFICERS FEDERATION



Thomas B. Francis, Jr.
Acting Supervisor
Personnel Division


Sergeant Walter O'Neil
President


Joseph M. Jordan
Police Commissioner


Captain Joseph E. McCormick

Sergeant Henry Earl


Sergeant William L. O'Brien


Sergeant Thomas Gaughan

APPROVED AS TO FORM:


Sergeant Daniel Harrington


Judge James P. McGuire
Corporation Counsel

ACTIVE