

MEMORANDUM OF AGREEMENT

between

CITY OF BOSTON

and

BOSTON POLICE SUPERIOR OFFICER FEDERATION

Effective: July 1, 1984  
Expiring: June 30, 1987

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT made under chapter 150E of the general laws by and between the City of Boston, hereinafter called the "Municipal Employer", acting by and through the Mayor of the City of Boston, hereinafter called the "Mayor", and the Boston Superior Officer Federation, hereinafter called the "Union".

WITNESSETH:

Except as amended and supplemented herein, this Memorandum of Agreement carries forward and preserves the terms and conditions contained in the Agreement effective July 1, 1979, as amended by a Memorandum of Agreement effective July 1, 1981, as further amended by a Memorandum of Agreement effective July 1, 1982.

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

1. Amend Article IX, Court Time, by adding the following new section 3:

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

2. Amend Article XI, Vacation Leave, by deleting the second paragraph of Section 1 and inserting in place thereof the following:

Subject to the 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 two (2) weeks.

3. Amend Article XI, Vacation Leave, by adding the following new Section 3:

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

4. Amend Article XIV Paying Details by deleting the payment schedule in Section 3 and inserting in place thereof the following:

<u>Rank</u>	<u>Minimum Hourly Rate</u>
Sergeant	\$19.75
Lieutenant	\$21.75
Captain	\$24.75

There will be a \$1.00/hour premium for outside construction details.

5. Amend Article XIV, Paying Details, by adding the following new Section 5:

5. All unfilled paid details, after having been made available per existing contracts to members of other bargaining units, are to be made available to all Superior Officers as of 7:30 a.m. on the day the detail is to be performed. Superior Officers who are desirous of performing a paid detail have the responsibility to initiate contact with Area F, Paid Detail Section, after 7:30 a.m. on the day of the detail. Details will be provided upon a first come, first serve basis.

The billed detail rate of pay will be that consistent with the rank of the individual who performs the detail, subject to vendor concurrence.

The parties agree that upon demand of either party, on or after July 1, 1986, the parties will meet to discuss the implementation of this Section and any problems which have arisen.

6. Amend Article XVII, Compensation by deleting Sections 1a and 1b and inserting in place thereof the following:

Section 1a. Effective July 1, 1984 base salary for members of the bargaining unit shall be increased by five (5) percent

Sergeant	\$608.48
Lieutenant	\$709.01
Captain	\$825.83

Section 1b. Effective July 1, 1985, base salary for members of the bargaining unit shall be increased by four (4) percent.

Sergeant	\$632.82
Lieutenant	\$737.37
Captain	\$858.86

Section 1c. Effective July 1, 1986, base salary for members of the bargaining unit shall be increased by five (5) percent.

Sergeant	\$664.46
Lieutenant	\$774.24
Captain	\$901.80

7. Amend Article XVII, Compensation by adding the following new Section 3A.

3A. Effective July 1, 1986, the following specialist assignments shall be deleted from Section 3 above:

Mounted Officer Unit  
Juvenile Aid Section

Effective July 1, 1986, the following specialist assignments shall be added to Section 3 above:

Harbor Officer  
Motorcycle Officer (M.O.P.)

8. Amend Article XVII by deleting Section 7 and inserting in place thereof the following:

x 7. Effective January 1, 1986, 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/her weekly regular salary, a weekly night shift differential as follows:

Nine (9%) percent of the base weekly salary.

	January 1, 1986	July 1, 1986
Sergeant	56.95	59.80
Lieutenant	66.36	69.68
Captain	77.30	81.16

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 purpose to the extent permitted by law.

9. Amend Article XVIII Miscellaneous by adding the following paragraph 3A:

3A. Effective July 1, 1986, one personal day used pursuant to Section 3 above, shall not be considered as a sick day used, for the purposes of sick leave accumulation or for the purpose of retirement redemption.

10. New Article - Reprimands

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

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

The above procedure is established for all forms of reprimands.

11. New Article - Physical Standards

Members of the bargaining unit employed by the Boston Police Department subsequent to the execution of this Agreement shall abide by and be subject to the physical standards established by the Department of Personnel Administration in document 80-4, known as "Physical Standards for Public Safety Officers" (attached hereto and incorporated herein); provided however that no bargaining unit member who is working pursuant to the Special Duty or Duty Less Than Full

Duty Article, or who is out on sick leave, or who is out on Department approved Injured on Duty Leave shall be expected to comply with this article until returned to full duty.

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

In the event the Department decides that a bargaining unit member does not meet the physical standards it shall notify the affected officer of its decision and propose a program of remedial action. If the officer does not agree with the Department's decision, that he/she does not meet the standards, or agree with the Department's remedial program he/she may request a review of the Department's decision within 14 days of being informed by the Department.

The review shall be conducted by a three person board: One person designated by the Department, one person designated by the Union, and one person designated by both parties. The board shall review all aspects of the matter and issue a written report.

The board shall examine the Department's decision and the affected officer shall be permitted to present evidence rebutting the Department's decision or contesting the remedial program. The board, in

reaching its decision, shall consider the officers past health and work history and the officer's ability to perform the full functions of a police officer of the rank to be filled, consistent with job descriptions in effect on the date of execution.

The decisions of this board shall be final and binding on all parties, employer, employee, union.

12. Amend Article XIX, Duration of Agreement by deleting Sections 1 and 2, as amended, and inserting in place thereof the following:

1. This Agreement shall take effect as of the date of execution of this Memorandum by the Mayor of the City of Boston, except as otherwise stated herein, and shall remain in effect until superseded by a new collective bargaining Agreement; provided however, that nothing contained herein shall be construed to provide for increases in wages or benefits for the Union as the result of settlements with other City of Boston employee groups.

2. On or after March 1, 1987, either party may submit its proposals for a new Agreement to be effective on the termination of the Agreement and the parties shall proceed to bargain collectively with respect thereto.

THE CITY OF BOSTON

BOSTON SUPERIOR OFFICER  
FEDERATION

By Raymond E. Flynn  
Raymond E. Flynn  
Mayor 9-15-86

Walter E. O'Neil  
Walter E. O'Neil

Raymond C. Dooley  
Raymond C. Dooley  
Director  
Administrative Services

Daniel Harrington  
Daniel Harrington

Francis M. Roache  
Francis M. Roache  
Commissioner  
Boston Police Department

Thomas Gaughan  
Thomas Gaughan

Robert Consalvo  
Robert Consalvo  
Supervisor  
Personnel Division

Henry Earl  
Henry Earl

Louis Scrima  
Louis Scrima  
Special Assistant Corporation  
Counsel  
Office of Labor Relations

David B. Sullivan  
David Sullivan

Francis E. Devin  
Francis Devin

APPROVED AS TO FORM:

Joseph I. Mulligan, Jr.  
ACTING CORP. COUNSEL  
Joseph I. Mulligan, Jr.  
Corporation Counsel 9/17/86

MEMORANDUM OF AGREEMENT

between

CITY OF BOSTON

and

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  
Edward T. Sullivan  
Vice Mayor

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

Richard S. Ong  
Richard S. Ong  
Assistant Corporation Counsel

Thomas B. Francis, Jr.  
Thomas B. Francis, Jr.  
Acting Supervisor  
Personnel Division

BOSTON POLICE SUPERIOR OFFICERS FEDERATION

Walter O'Neil  
Sergeant Walter O'Neil  
President

Joseph M. Jordan  
Joseph M. Jordan  
Police Commissioner

Joseph E. McCormick  
Captain Joseph E. McCormick

Henry Earl  
Sergeant Henry Earl

William L. O'Brien  
Sergeant William L. O'Brien

Thomas Gaughan  
Sergeant Thomas Gaughan

APPROVED AS TO FORM:

Judge James P. McGuire  
Judge James P. McGuire  
Corporation Counsel

Daniel Harrington  
Sergeant Daniel Harrington

ACI/MC