

MEMORANDUM OF AGREEMENT

CITY OF BOSTON

and

BOSTON POLICE SUPERIOR OFFICERS' FEDERATION

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

MEMORANDUM OF AGREEMENT

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",

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:

VIII.  
ARTICLE VII

HOURS OF WORK AND OVERTIME

Amend Section 1, Paragraph 1 as follows:

Section 1. Scheduled Tours of Duty or Work Shifts.

Employees other than 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. The Department shall implement fixed shifts for all Sergeants and

Lieutenants to be staffed by the Police Commissioner/designee. The existing "Four and Two Work Schedule" shall remain in full force and effect. Work schedules shall be posted on all Department bulletin boards at all times and copies shall be given to the Federation.

#### ARTICLE XIII.

##### TEMPORARY SERVICE IN A HIGHER RANK

Delete existing Section 1 and add the following:

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 for one tour or more shall be compensated for all such service, retroactive to the start of the first tour so worked, at the rate to which he or she would have been entitled had he or she been promoted to such rank. The foregoing shall not apply to superior officer absences of one (1) tour or less attributable to Boston Police Department business, Federation business, training and staff meetings; provided, however, superior officer absences on the second and all following tours of duty attributable to continued training assignments shall be filled in accordance with this Article.

For purposes of this Article only, the terms Boston Police Department business, Federation business, training and staff meetings shall be defined as follows:

Boston Police Department business shall incorporate the following: Executive Rules Committee, Affirmative Action Committee, Uniform Committee, Health and Safety Committee, Labor-Management Committee, Honor Guard, public education and public speaking activities relative to law enforcement, testifying before City of

Boston and Boston Police Department administrative hearings, testifying before a Federal, State, County, Municipal body, or in a criminal case, upon being legally summoned.

Federation Business shall incorporate the following: Bargaining Committee for all meetings between the City and Federation for the purpose of contract negotiations; Grievance Committee for the purpose of discussing and processing grievances or incidents which could lead to grievances, with the employees or others involved; Standing Committee; Labor-Management Committee and Executive Board meetings.

Training shall incorporate the following: Boston Police Academy, Massachusetts Criminal Justice Training Council, FBI Academy, staff meeting, or any other authorized site. Staff meetings shall incorporate the following: all monthly command staff meetings, all weekly senior staff meetings and all Bureau Chief staff meetings.

#### ARTICLE XIV.

##### PAYING DETAILS

Add new Section 6 to read:

Section 6. The parties agree to discuss the issue of details, including the centralization of the detail system, during the life of this Agreement.

#### ARTICLE XVII.

##### COMPENSATION

Amend Section 1 as follows:

All bargaining unit salaries shall be increased by 4% effective July 1, 1993; by 5% effective July 1, 1994; and by 6% effective January 1, 1996.

Effective upon execution all superior officers who served from July 1, 1990 and June 30, 1993 or any part thereof, shall receive a \$1,500 one time lump sum bonus.

#### ARTICLE XX.

##### GROUP 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 policy 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.

#### ARTICLE XVIII.

##### MISCELLANEOUS

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 July 13, 1994 shall not be subject to the terms of the City residency ordinance during his/her employment with the Boston Police Department.

Section 19. 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.

Section 20. Education Task Force. The City and the Federation shall create a task force to develop and implement a specialized degree program with a selected university for a degree in "Public Safety Supervision".

## ARTICLE XXII.

### DURATION OF AGREEMENT

1. This Agreement shall take effect as of the date the funding request was appropriated by the City Council, July 13, 1994, 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, 1996, 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.

SIDELETTER OF AGREEMENT

Effective July 13, 1994 Rule 102 - Section 10 shall be amended 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 detail 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 Superior Officer 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.

CITY OF BOSTON,

THE BOSTON POLICE SUPERIOR  
OFFICERS FEDERATION,

Thomas M. Menino, Mayor

William Broderick, President

Date: \_\_\_\_\_

Robert Ciolek  
Chief Operating Officer  
Mayor's Office

Robert Orr, Vice President

Paul F. Evans  
Commissioner  
Boston Police Department

\_\_\_\_\_, Bargaining Committee



SIDE LETTER OF AGREEMENT

CITY OF BOSTON  
AND  
BOSTON POLICE SUPERIOR OFFICERS FEDERATION

Effective immediately, but to be implemented upon completion of collective bargaining with the other affected bargaining unit(s), the above-named parties agree to add Section 2 to Article VIII (Hours of Work and Overtime) of their collective bargaining agreement, to read as follows:

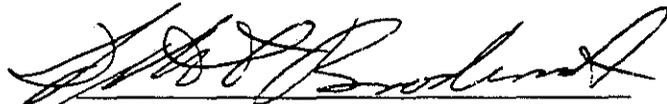
The tours of duty (work shifts) and hours of work of the Anti-Gang Violence Unit are as follows: 4:00 P.M. to 11:45 P.M.  
1:00 P.M. to 8:45 P.M.

The 1:00 P.M. to 8:45 P.M. tour of duty or work shift shall be considered a night shift.

For the City of Boston

For the Boston Police Superior  
Officers Federation

  
\_\_\_\_\_  
Audrey Cutler

  
\_\_\_\_\_  
William Broderick

  
\_\_\_\_\_  
James Claiborne

9/7/93  
\_\_\_\_\_  
Date

9/7/93  
\_\_\_\_\_  
Date