

MEMORANDUM OF AGREEMENT

CITY OF BOSTON AND BOSTON POLICE SUPERIOR OFFICERS FEDERATION

2007-2010 CBA

This Memorandum of Agreement (“Agreement”) is made pursuant to Massachusetts General Laws Chapter 150E between the City of Boston (“City”) and the Boston Police Superior Officers Federation (“Union”)

This Memorandum of Agreement supplements and amends the Collective Bargaining Agreement effective from July 1, 2006 through June 30, 2007. Except as provided below, the parties agree that the terms and provisions of their Collective Bargaining Agreement effective July 1, 2006 through June 30, 2007 shall be extended without modification for the period commencing July 1, 2007 and ending on June 30, 2010.

ARTICLE VIII – HOURS OF WORK AND OVERTIME

Section 1. Amend the “Night Shift or Tour” from “6:30 p.m. to 2 a.m.” to “5:30 p.m. to 1 a.m.”

Amend Section 1A, entitled “Training Issues”.

The parties agree to integrate into their collective bargaining agreement the provisions of their April 18, 2006 settlement agreement relative to “Training Issues”.

ARTICLE XII – UNIFORM AND CLOTHING ALLOWANCE

Effective the First Pay Period in January of 2008, increase the annual uniform and clothing allowance from the current amount of six hundred and fifty dollars (\$ 650.00) to eight hundred dollars (\$ 800.00).

Note: In January 2008, the Department inadvertently paid Federation members the higher \$ 800 amount

ARTICLE XIV – PAYING DETAILS

The parties agree to integrate the relevant language of the interest arbitration award of Lawrence Holden (dated July 23, 2004) into Section 3 of Article XIV, but to amend that language as indicated herein below:

Relevant language from Holden award: “Details shall be for a four (4) hour minimum and paid hour for hour to six (6) hours. Details that exceed six (6) hours shall be paid as eight (8) hours to the 8th hour. Time worked beyond eight (8) hours shall be paid at the straight time rate. With respect to outside construction details only, any time worked beyond the four (4) hours up the 8th hour shall be paid as eight (8) hours. Time in excess of eight (8) hours shall be paid at the straight time detail rate”.

Amended language to be integrated into Section 3: Details shall be for a four (4) hour minimum and paid hour-for-hour to six (6) hours. Details that exceed six (6) hours shall be paid as eight (8) hours to the 8th hour. Time worked beyond eight (8) hours shall be paid at the straight time rate. With respect to outside construction details only, any time worked beyond the four (4) hours up the 8th hour shall be paid as eight (8) hours. Time in excess of eight (8) hours shall be paid at the straight time detail rate. **With respect to outside construction details (whether supervisory or non-supervisory), superior officers must arrive within one (1) hour from the time that the detail is assigned to the superior officer and remain at the detail as long as required by the contractor in order to qualify for the eight (8) hour pay provision”.**

ARTICLE XVII – COMPENSATION

Section 1. The compensation provisions of this agreement are as follows:

FY08 Effective First Pay Period July 2007 –

- (i) 2.5% base wage increase;
- (ii) All members of the bargaining unit will receive a one time increase to the annual strip base of six hundred dollars (\$ 600.00), to be applied after the general wage increase.

FY09 Effective First Pay Period July 2008 – 3% base wage increase

Effective Last Pay Period June 2010 – 3.5 % base wage increase.

Note: When the City calculates the retroactive compensation it will reduce the retroactive compensation by an amount equal to the additional retroactive health insurance premiums owed by such employees pursuant to the group health insurance provision of this Agreement

Add a new **Section 9** entitled, “**Hazardous Duty Pay**” as follows:

Effective the first pay period in July 2008, there will be hazardous duty pay of 1.5 % of the strip base for all bargaining unit members. Hazardous duty pay payments made under this section shall be made weekly and shall be included in base pay for the purpose of computing overtime, court time, sick pay, injured pay, holiday pay, vacation pay, paid lunch time, and night differential and shall be considered regular compensation for pension / retirement purposes to the extent permitted by law.

Effective the first pay period in July 2009, increase the hazardous duty pay an additional 0.65 % for a total hazardous duty pay of 02 15 % of the strip base of all bargaining unit members.

Add new Section 9, entitled "Direct Deposit", to read as follows:

"Within 120 days after the effective date of this Agreement, bargaining unit members will receive their wages weekly. All bargaining unit members shall be required to receive his/her weekly compensation via direct deposit, if such arrangement has not already been made by the employee prior to that date."

Note: The Federation agrees to withdraw with prejudice all pending litigation concerning biweekly compensation, including but not limited to Arb No. 15-422.

ARTICLE XVIII – MISCELLANEOUS

RESIDENCY

Amend Section 18 of Article XVIII ("Miscellaneous") as follows:

All members of the bargaining unit must be residents of the City of Boston in accordance with the City of Boston's Residency Ordinance (Ord. 1976, c. 9). All bargaining unit members who are on the Department payroll as of July 1, 1994, shall be exempt for their tenure with the Boston Police Department. After ten (10) years of consecutive full-time service (or, in the case of bargaining unit members who have had a break in service due to a work-related disability, ten (10) years of full-time service in total) from date of appointment to the Academy as a student police officer, bargaining unit members will be exempted from the Residency Ordinance.

DEPARTMENTAL SUBSTANCE ABUSE POLICY

Amend Section 19 of Article XVIII ("Miscellaneous") as follows:

"Substance Abuse". The parties agree that the Substance Abuse Policy, which is contained in Rule 111 of the Boston Police Department's Rules and Procedures, as amended through 2007, is incorporated herein

The parties further agree to Amend Rule 111, where applicable, to reflect the following changes:

Annual Drug Testing

Hair Testing procedure to be modified to reflect:

- A Three hair samples will be collected at the time of testing

1. Two samples will be sent under applicable chain of custody standards to testing lab (Psychemedics);
 2. The third sample will be maintained under secure storage conditions by BPD.
- B. To be identified as positive for cocaine, the initial test must have:
1. Minimum of 5ng/10mg of cocaine; and
 2. Contain norcocaine (1ng); or
 3. Contain Benzyleconine at a ratio of 5% or greater
- C. If the initial test is positive, the lab will perform a second test on the second hair sample. If the result of that test is within 30% of the result of the first test, the result of the first test will be deemed confirmed, provided that the result meets the minimum standard set forth in Section B. Otherwise the test will be deemed negative.
- D. A bargaining unit member whose two test results are positive may, at the detective's expense, have the third hair sample tested at an independent laboratory, Quest Laboratories, at that laboratory's limit of detection¹ for the substance(s) in question. If the test result does not meet that laboratory's limit of detection for the substance(s) in question, the test shall be deemed negative.
- E. Bargaining unit members who receive a verified positive test result for illicit drugs and who enter into the Rehabilitation Agreement will be subject to random urine testing for the remainder of his/her career.
- F. If the overall result is negative all remaining samples will be destroyed

ARTICLE XXI – GROUP INSURANCE

Delete all and replace with:

- A. **Effective July 1, 2009** the City shall cease to offer Master Medical to bargaining unit members. The City shall offer the indemnity PPO known as Blue Care Elect Preferred. The City's rate of contribution for the indemnity PPO shall be 75%. The employee's rate of contribution shall be 25%.
- B. **Effective January 1, 2008** the City's rate of contribution for all approved and authorized health maintenance organizations shall be 87.5%. The employee's rate of contribution for all approved and authorized health maintenance organizations shall be 12.5%.

¹ 50 pg/mg for all drugs except carboxy THC (marijuana) which is 0.05 pg/mg

- C. **Effective January 1, 2009** the City's rate of contribution for all approved and authorized health maintenance organizations shall be 85%. The employee's rate of contribution for all approved and authorized health maintenance organizations shall be 15%.
- D. **Effective January 1, 2008** the City's rate of contribution for all approved and authorized point of service products shall be 82.5%. The employee's rate of contribution for all approved and authorized point of service products shall be 17.5%.
- E. **Effective January 1, 2009** the City's rate of contribution for all approved and authorized point of service products shall be 80%. The employee's rate of contribution for all approved and authorized point of service products shall be 20%.

Note: When the City calculates the retroactive compensation for employees, it will reduce the retroactive compensation by an amount equal to the additional retroactive health insurance premiums owed by such employees

- F. **Adoption of M.G.L Chapter 32B § 18A.**
 - i. The Union will support the adoption of Section 18A by the Boston City Council
 - ii. Upon adoption by the Boston City Council, the City will meet with the Union and bargain over the impact that the adoption will have on current members upon their retirement. The Union agrees that it will not require the City to bargain such impacts as part of a subsequent successor bargaining agreement even if the parties are already in negotiations for a successor bargaining agreement

G. Health Insurance Opt-Out.

Effective July 1, 2009, bargaining unit members declining the City's health insurance benefit shall be eligible for the City's opt-out insurance benefit pursuant to the City's health insurance policy. Those bargaining unit members shall receive fifteen hundred dollars (\$1,500) annually for opting-out of an individual plan or twenty-five hundred dollars (\$2,500) annually for opting-out of a family plan under the above-mentioned policy.

Eligibility

To participate, employees must currently be enrolled in, or have been enrolled in, medical coverage through the City of Boston and drop the coverage during the Open Enrollment period for at least one year;

Employees are not eligible for the payment unless they have coverage under another plan. Other plans include:

- a. Your spouse's/ partner's plan (as long as he or she is covered by someone other than the City of Boston, Boston Water and Sewer Commission or the Boston Public Health Commission);
- b. A private plan;
- c. A plan offered through a second employer (if you have another job that provides health care benefits); or
- d. A retiree health plan from an employer other than one of the City of Boston groups

Employees must remain eligible for health insurance to participate in the Health Insurance Opt-out program. Employees seeking to receive the family plan Opt-out payment must provide proof of their eligibility for family coverage at the time such employees seek to participate in the Opt-out program and annually thereafter. Employees who are no longer eligible for family plan coverage will be eligible for the individual plan Opt-out benefit.


ARTICLE XX – DURATION OF AGREEMENT

In the Duration article, insert reference to the year “2010” in sections 1 and 2 where dates are indicated

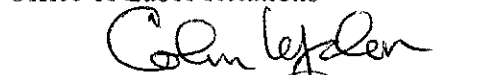
In witness hereof, the City of Boston and the Boston Police Superior Officers Federation have caused the Agreement to be signed, executed and delivered on the 10th day of February, 2009

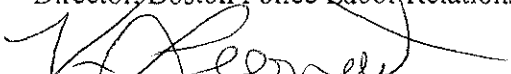
For the City of Boston / Boston
Police Department,


Thomas M. Menino, Mayor

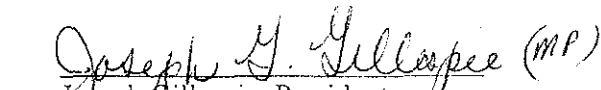

Lisa C. Signori,
Chief of Administration & Finance

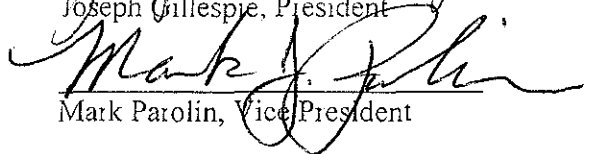

John Dunlap, Director
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Colm Lydon, Deputy Superintendent
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For the Union,


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Approved as to form:


William Sinnott, Corporation Counsel