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OFFICE OF LABOR RELATIONS
ROOM 624, NEW CITY HALL
BOSTON, MA. 02201

MEMORANDUM OF AGREEMENT
CITY OF BOSTON
and
BOSTON POLICE DETECTIVES BENEVOLENT SOCIETY

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

A G R E E M E N T
W I T N E S S E T H:

WHEREAS; the Detectives employed by the City have duly designated the Society as their exclusive bargaining representative for the purpose of collective bargaining with the City with respect to wages, hours and conditions of employment; and

WHEREAS; the Society and the City desire to cooperate in establishing conditions which will tend to secure standards and conditions of employment consistent with the dignity of Detectives, and to provide methods for fair and peaceful adjustment of disputes that may arise between the Society and the City; and

WHEREAS; as a result of collective bargaining the parties have reached a Memorandum of Agreement which they desire to reduce to writing and which, except as amended and supplemented herein carries forward and preserves the terms and conditions contained in the agreement effective July 1, 1987.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties mutually agree as follows:

ARTICLE IV

EMPLOYEE RIGHTS AND REPRESENTATION

Delete existing Section 6 and insert the following:

Section 6. Society officers representatives, Directors 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 42-day rotation of night men or except for purposes other than the purpose of discriminating against any such Society officer, shift representative or committee member for the exercise of the rights specified in Section 1 of this Article or for interfering with the structure or institutional life of the Society. 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.

Delete existing Section 7 and insert the following:

Section 7. The City agrees to recognize the following shift representative of the Society:

- (a) Districts - ten (10), Areas - five (5)
- (b) Headquarters - two (2)
- (c) Miscellaneous - one (1)
(D.A. Arson, Technical Services)
- (d) Drug Control Unit - one (1).

Amend Section 8. Shift Representatives, Directors and Committee Members shall be excused from reporting and performing their tours of duty to attend all regular and not more than three (3) special meetings per year of the Society without loss of pay or benefits for the period of said meetings and reasonable time to travel to and from said meetings.

Add following new Section 9.

Section 9. The President, and Vice President of the Detectives Society shall be entitled to full time paid leave status to conduct the Society's business. The Officers, while on paid leave, shall enjoy all salary benefits and other privileges on the same terms available to all other members of the Society, and will not be required to report for duty or perform police duties for the term of their office.

New Article VA

ARTICLE VA

DISCIPLINE AND DISCHARGE

No bargaining unit member shall be disciplined or discharged without just cause. The filing with the Civil Service Commission of a disciplinary or discharge appeal shall constitute an election of and service as the exclusive procedure for resolving the dispute and the disciplinary matter shall not be the subject of grievance and arbitration.

ARTICLE X

COURT TIME

Add the following new Section 4.

Section 4. Detectives who have retired and who are legally summoned to court, relative to an assigned investigation, shall be paid the regular court time rate of pay for up to a period of fifteen (15) working days from the date of retirement.

ARTICLE XII

PAYING POLICE DETAILS

Add new final paragraph to read:

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

ARTICLE XIII

FITNESS TO RETURN TO WORK AFTER
SERVICE-CONNECTED SICKNESS, INJURY OR DISABILITY

Delete Article 13 and insert the following:

Section 1. A detective absent from duty on account of sickness, injury or disability incurred in the performance 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 him 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 render 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 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.

Section 2. It is understood and agreed by the parties hereto that, when an officer is injured or disabled while on duty, the injured or disabled officer shall be carried "injured on" from the date the City receives notification of said injury or disability until such time as the contrary be shown by the Department at a hearing called for that purpose and supported by competent evidence and sustained by an arbitrator pursuant to Article VI, Section 2, Step 4 of the collective bargaining Agreement. The Society agrees to reimburse the City for any and all funds paid wrongfully to any officer under an "injured on" status. The parties agree to immediately arrange an expedited arbitration process for grievances filed under this Section. In the event the officer and/or the Society declines arbitration under this Article, the Department may place the employee on "sick leave status."

Section 3. The requirement that injured/sick officers remain at home unless permitted to go elsewhere by the Police Commissioner is abolished upon ratification of this Agreement. The Police Commissioner shall immediately rescind all rules and regulations with respect to the foregoing requirement.

ARTICLE XV

OTHER LEAVE OF ABSENCE

Delete existing and insert the following Section 3.

Section 3. Death in the Immediate Family.

(a) Effective upon the execution of this Agreement, five days' leave of absence, with pay, will be allowed an employee in the case of death of his spouse, or person 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, grandparents or a member of the employee's household who has been a member of such household for six (6) months or more. The Department retains the right to request documentation to substantiate the validity of any bereavement leave request. 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. In the event two or more of the family members listed above die at the same time or as a result of the same incident, the employee shall be allowed bereavement leave for each of the deceased family members.

Add new Section 5. All provisions of the City of Boston's Family Medical Leave Policy are incorporated herein.

ARTICLE XVI

MISCELLANEOUS

Delete existing language Section 7 and insert the following:

Section 7. The City's contribution to all group hospitalization insurance premiums shall be as follows:

a. 75% of total monthly premiums for the indemnity plan selected by the employer, including Master Medical or the 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.

Delete Section 15 and insert the following:

Section 11. Reimbursement of Legal Fees. Add new heading Criminal Actions to existing Paragraph 1. The City will represent and indemnify bargaining unit members to the extent permitted by M.G.L. c. 258, Section 9.

Amend Section 18. Vacations by adding the following sentence to the first paragraph.

Any employee who has accumulated at least three weeks of vacation may elect to redeem two weeks vacation leave in cash in lieu of utilizing said weeks.

Add new Section 18A.

Section 18A. Effective January 1994 seniority will be used as the determining factor when there is a dispute concerning vacation assignments. Seniority for the purposes of this article will be defined as the date the detective is appointed to the Boston Police Department as a sworn police officer.

Add new Section 21. 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.

Add new Section 22. Residency. All bargaining unit members shall be subject to the City of Boston residency ordinance (Ord. 1976 c. 9). All bargaining unit members who are on the payroll as of July 1, 1994, shall be exempt for their tenure with the Boston Police Department.

ARTICLE XVII

COMPENSATION

Section 1. The pay schedule for detectives 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 for the following base salary increases.

July 1, 1993 - 4%
July 1, 1994 - 5%
January 1, 1996 - 6%

Effective upon execution all detectives who served from July 1, 1990 through June 30, 1993 or any part thereof, shall receive a \$1,500.00 one-time lump sum bonus. Any detective who has received a \$1,500.00 bonus as the result of service from July 1, 1990 through

June 30, 1993 in another bargaining unit shall not be entitled to a second \$1,500.00 lump sum.

Section 2. Detectives Differential. Add new second sentence. Effective the second pay period in October, 1995, the detective differential shall be added to the strip base for all purposes and shall cease to be a distinct differential.

ARTICLE XX

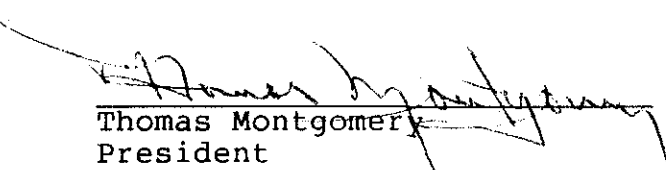
DURATION OF AGREEMENT

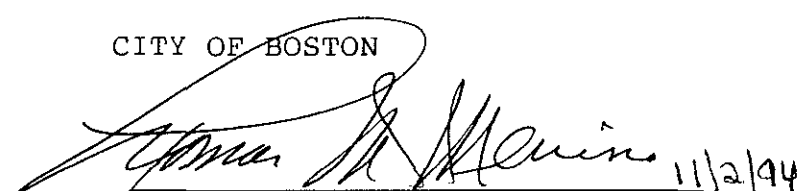
Section 1. This Agreement shall be effective as the date the funding request was appropriated by the City Council, July 13, 1994, unless specifically stated otherwise, and shall continue in full force and effect until superseded by a new collective bargaining agreement.


Section 2. Either party shall notify the other of its proposals for an agreement to become effective on July 1, 1996, and the parties shall proceed forthwith to negotiate with respect thereto. Notification by the City shall be accomplished by delivering three copies of its proposals to the City of Boston Office of Labor Relations.

BOSTON POLICE DETECTIVES SOCIETY

CITY OF BOSTON

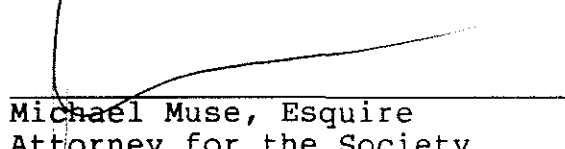

Thomas Montgomery
President

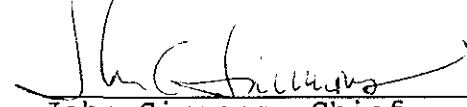

Thomas M. Menino
Mayor


Michael J. Carroll
Vice-President

Date: 11/25/94

Paul Evans
Police Commissioner


Michael Muse, Esquire
Attorney for the Society


John Simmons, Chief
Financial Officer

Thomas A. Quinn 11/2/99

Roscoe Morris

Roscoe Morris
Director of Personnel

APPROVED AS TO FORM:

Al Wallis 11/1/99

Al Wallis
Corporation Counsel (107)

Susan M. Coyne

Susan Coyne
Supervisor
Office of Labor Relations

Florastine Creed

Florastine Creed
Director of Labor Relations
Police Department

SIDELETTER OF AGREEMENT

The parties agree to the following amendment to Rule 102 -
Section 10 which shall hereafter read 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 details 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.

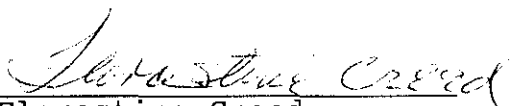
(c) No officer shall work more than ninety-six (96) hours in one (1) week, from 8:00 A.M. Wednesday until 8:00 A.M. the following Wednesday. These hours shall include regularly scheduled tours of duty, court time, overtime, and paid details. Any tour of duty missed due to illness or injury shall be included in the total of hours worked for a week.

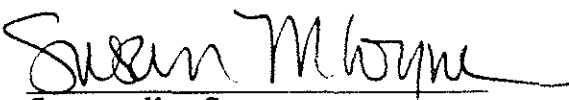
An officer may only be exempt from this policy with the expressed written approval of his/her Commanding Officer. The Commanding Officer will forward a copy of the permission with an explanation to the Bureau Chief within seven (7) days.

Exemptions to this policy may be made only in the interest of public safety, specifically:

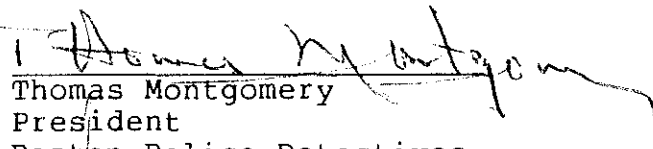
1. Court Appearances;
2. Mandatory Overtime; or
3. Public necessity as determined by the Bureau Chief.

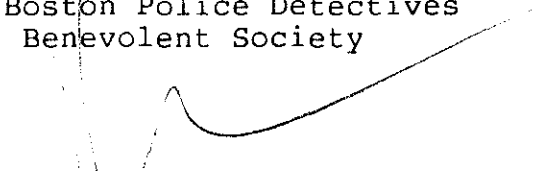
For the City,


Florastine Creed
Director of Labor Relations
Boston Police Department


Susan M. Coyne
Supervisor
Office of Labor Relations

For the Union,


Thomas Montgomery
President
Boston Police Detectives
Benevolent Society


Michael Muse, Esquire
Muse and Muse

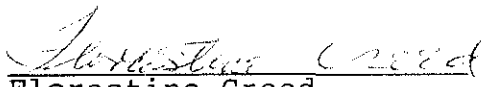
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SIDELETTER OF AGREEMENT

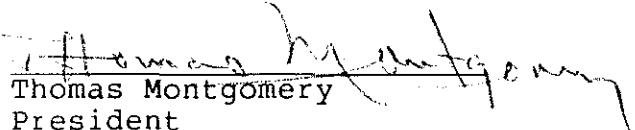
The parties agree that the Union will not oppose a home rule petition intended to amend M.G.L. c. 31 by creating a residency preference for promotional examinations utilizing a two point preference credit.

For the City,


For the Union,



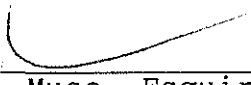
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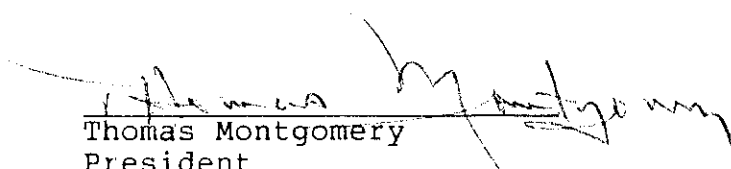
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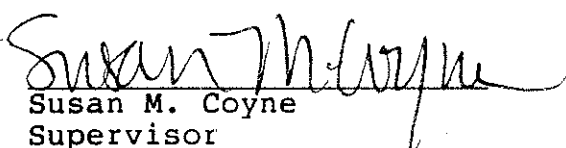
The parties agree to a per week on-call differential up to twenty five (\$25.00) dollars per week to be paid to each member of the sexual assault unit provided however the payment of such differential is conditioned upon full reimbursement of this amount from the Commonwealth pursuant to mandate.

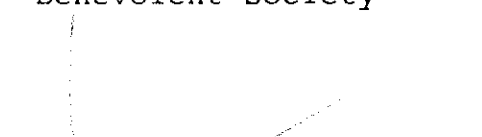
For the City,

For the Union,


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Boston Police Department


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