

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made pursuant to Chapter 150E of the general laws, by and between the City of Boston, hereinafter the "City" or the "Municipal Employer", acting through its Mayor, and the Municipal Police Patrolman's Association, hereinafter the "Association". Also acting as a party to this Agreement will be the Property Management Department, hereinafter the "Department".

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, 1987. Except as otherwise stated herein, these amendments shall be effective as of the execution of this Memorandum by the Mayor of the City of Boston.

1. Any and all reference to the Public Facilities Department and/or the Real Property Department shall be changed to the Property Management Department

2. Article 5 - Management Rights - delete entire Article, and replace with the following:

Section 1. The Municipal Employer reserves and retains the sole and exclusive right to manage, operate and conduct all of its Department's operations and activities, except as otherwise specifically and expressly provided in the Agreement. The enumeration of management rights in this Article is not to be construed as a limitation of management's rights, but rather as an illustration of the nature of the rights inherent in management.

Section 2. The Municipal Employer, subject to the express and specific provisions of this Agreement, reserves and retains the exclusive right to hire, promote, assign, transfer, suspend, discipline, discharge, lay off and recall personnel; to establish, create, revise and implement reasonable work rules and regulations including performance evaluations and the criteria upon which bargaining unit members shall be evaluated, which shall be used to determine promotions, demotions, layoffs, discipline

and discharge; to establish positions and job descriptions and the classifications therefore; to reclassify existing positions based on assigned duties and responsibilities, or make changes in assigned duties and responsibilities to schedule work as required; to study and use, introduce and/or install new or improved methods of operations, systems, facilities and/or equipment; to determine methods, processes and procedures by which work is to be performed; and in all respects carry out the ordinary and customary functions of municipal management.

Section 3. Subcontract Clause. The Municipal Employer reserves and retains the right to contract out work or subcontract out work, except as otherwise provided in the Paid Detail Article of this Agreement¹. The Municipal Employer agrees to notify and discuss its decision to contract out or subcontract out work two (2) weeks prior to the start of any such contracting or subcontracting out.

3. Article 6 - Probationary Period

Section 1. delete: "who are first hired after the execution date of the Agreement" in the first sentence
delete entire 2nd sentence

4. Article 7 - Discipline and Discharge

add: (New) Section 3. All employees who have completed their probationary period pursuant to Article VI, Section 1 shall, except in the most extreme circumstances, be entitled to a hearing before the Appointing Authority or his/her designee prior to the imposition of a suspension of more than five (5) days or a discharge.

5. Article 11 - Sick Leave and Personal Days

Section 1. Modify the 2nd paragraph as follows:
Delete the phrase "after the date of execution of this Agreement" and insert in its place "after June 3, 1986."

¹ The Association agrees to withdraw grievance #23-48, with prejudice, upon the insertion of this clause

Add the following sentence at the end of the paragraph: "Actual service for purposes of this Article shall include all periods of vacation leave, sick leave, personal leave, and disciplinary suspensions no greater than one (1) calendar month."

Article 11 - Sick Leave and Personal Days

Delete existing Section 9, and replace with the following:

Section 9. Personal Days. Any employee who has completed his/her probationary period as of January 1, shall be eligible for three (3) paid personal leave days which may be taken by the employee during the following twelve (12) months. Those employees who have not completed their probationary period as of January 1 shall be entitled to one (1) personal day upon completion of six (6) months of actual service, and two (2) additional personal days upon completion of their probationary period, which may be taken during the calendar year. These personal days shall not be considered sick leave for purposes of monitoring sick leave usage or annual redemption of sick leave.

Personal leave days may be used to conduct personal business that could not be done outside of working hours. Personal days may not be accumulated, redeemed for monetary payment or carried forward to the following year. No employee shall use personal leave on the day before or after a holiday or on the day before or after vacation leave.

Except for emergency situations, an employee must obtain the prior approval of the Appointing Authority as to the timing of personal leave. Where reasonable notice is given to the Appointing Authority, approval will be granted provided the scheduling of personal leave does not adversely affect the operating needs of the Department.

6. Article 13 - Hours of Work and Overtime

Section 1. Delete the last paragraph, and replace with the following: "In addition to the above basic tours of duty or work shifts, the Municipal Employer reserves the right to establish additional tours of duty and/or work shifts. It is understood that no new shift shall exceed eight (8) hours in duration with the exception of the day shift for security officers and guards as provided above. The Municipal Employer shall provide the Union

with reasonable notice of any proposed new tours of duty or work shifts and an opportunity to discuss the reasons for the new tour/shift, the impact of the new tour/shift and an opportunity to suggest alternatives”.

7. Article 16 - Holidays.

Section 2.

Add the following sentence: “All employees who are scheduled to work the day before and/or after a holiday must actually work the day before and/or after the holiday in order to receive holiday pay”.

8.* Article 26 - Miscellaneous

Section 5. Insurance

Delete existing language and substitute the following:

The City’s contribution to all group hospitalization insurance premiums shall be as follows:

- a. 75% of total monthly premiums for the policy selected by the Employer, including Master Medical or equivalent coverage;
- b. 90% of the total monthly premium for all approved and authorized health maintenance organizations.

Section 8. Physical Standards

Delete the phrase “the execution of this Agreement” and substitute in place thereof “June 3, 1986”.

9. Article 15 - Compensation

Section 1. Salary Schedule. Amend as follows:

- (a) Effective January 5, 1994 - 3% wage increase.
- (b) Effective July 6, 1994 - 1.5% wage increase.
- (c) Effective April 5, 1995 - 1.5% wage increase.
- (d) Effective July 5, 1995 - 2% wage increase.
- (e) Effective January 3, 1996 - 3% wage increase.

Said payments shall be made to any bargaining unit member on the payroll as of the date of execution of this Agreement, and those bargaining unit members who retired pursuant to the provisions of M.G.L. c.32, and those bargaining unit members who died while in service with the City prior to the execution of this Agreement, and those bargaining unit members who resigned their positions to accept employment with another City Department and who remain employed by the City Department as of the date of execution of this Agreement. It shall not be paid to those bargaining unit members who were terminated for cause and/or for any bargaining unit member who resigned to accept employment except as provided above. Said payments shall be made and prorated according to an individual employee's actual service within the Department as of the effective dates of each increase.

Section 4. Specialty/Education Pay Incentive.

Subparagraph (a) Effective upon the execution of this Agreement the Academy pay incentive shall be increase by twenty dollars (\$20) per week for a total fifty dollars (\$50) weekly.

10. Article 17-Paying Details

Section 2 Detail Rates

Delete existing section and replace with the following:

Effective upon execution of this Agreement, paying police detail assignments shall be compensated at the rate of \$19.00 per hour with a minimum guarantee of, four (4) hours per detail. The Association, by action of its Board of Officers, shall have the option to increase the detail rate by an amount not to exceed \$4.00 per hour, by written notice to such effect delivered to the Department. In addition to the foregoing rates, the parties may establish premium rates from time to time.

11. Article 27 - Duration of Agreement

Section 1. Delete the first paragraph and replace with the following:

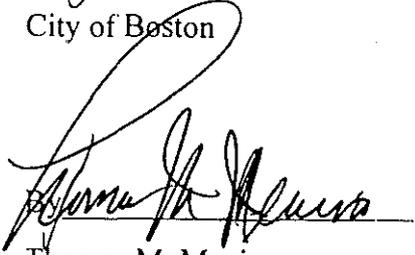
Except as otherwise provided herein, this Agreement shall take effect upon the date of execution by the Mayor of the City of Boston, and shall continue in force to and including midnight on June 30, 1996.

Amend second paragraph by replacing "November 1, 1989" with "March 1, 1996."

Section 2. Amend to read "June 30, 1996."

In witness whereof, the parties hereto have caused their names to be subscribed as the duly authorized officers and representatives on the 12th day of June, 1996.

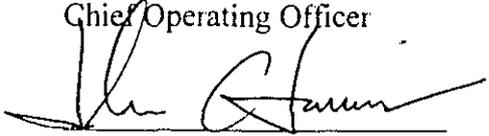
City of Boston



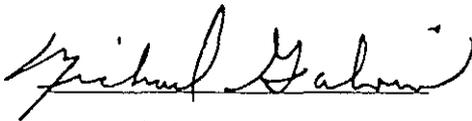
Thomas M. Menino
Mayor



Dennis DiMarzio
Chief Operating Officer



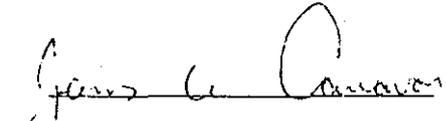
John C. Simmons
Chief Financial Officer



Michael Galvin, Commissioner
Property Management Department

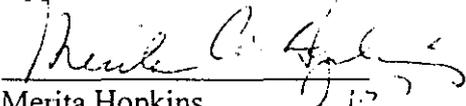


Roscoe Morris, Director
Office Of Personnel Management



James A. Canavan
Acting Deputy Supervisor
Office Of Labor Relations

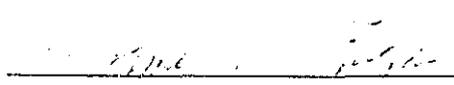
Approved As To Form:



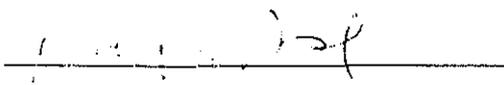
Merita Hopkins
Corporation Counsel

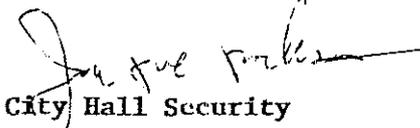
Municipal Police Patrolman's Association

By 
President MPPA


Vice President


Treasurer


Robert L. Wise
Association Counsel


City Hall Security