

MEMORANDUM OF AGREEMENT
BETWEEN
CITY OF BOSTON
&
BOSTON MUNICIPAL POLICE PATROLMENS ASSOC.,
IBPO, LOCAL 650

July 1, 1999-June 30, 2002

The City of Boston and the Municipal Police Patrolmen's Association, IBPO, Local 650, agree to the following modifications to the Collective Bargaining Agreement. Except as amended herein, this Memorandum of Agreement carries forward and preserves the terms and conditions of the existing Agreement and except as otherwise stated herein, these amendments shall be effective as of the execution of the Memorandum of Agreement by the Mayor of the City of Boston.

ARTICLE VII, Section 1.

Insert in the second sentence after 'retirement law' "MCAD/ EEOC"

ARTICLE VIII, Section 4(2).

Delete language after the first sentence of this section and replace with the following:

"In cases where the question of arbitrability is raised, the arbitrator (as selected in accordance with this Article) may decide the arbitrability of the grievance. When a question of arbitrability is raised, the parties may agree to bifurcate/separate the case in the interest of a speedy resolution and clarification of this issue. In such cases, the party requesting bifurcation/separation shall give the other side reasonable notice of the request. In the event that there is not mutual agreement to bifurcate/separate, the issues of arbitrability and the merits shall be heard together and the parties shall equally share the costs associated with arbitration. Either side may seek bifurcation/separation on the issue of arbitrability through an order of the arbitrator. Any order of the arbitrator under this section to bifurcate/separate shall be issued not later than seven (7) calendar days prior to the date of arbitration or the issue of arbitrability and the merits shall be heard together. If an order to bifurcate/separate is issued, the cost of the hearing shall be borne equally by both sides unless otherwise agreed."

ARTICLE VIII, Section 10.

Insert new section 10 that provides as follows:

“Any grievance filed under this Article shall automatically be deemed inarbitrable if an employee files a complaint under G.L. c. 151B based the same occurrence or failure of occurrence of the incident on which the grievance is based.”

ARTICLE XV

* Base wage increases (modify pay scales accordingly) as follows:

<u>Patrol officers</u>	10/2/99	3%
	10/7/00	3%
	10/6/01	3%

Flat increase to step 6 of \$25 effective 10/6/01 (added to base before 3% increase 10/6/01 is implemented).

Flat increase to step 6 of \$25 effective 1/5/02.

Flat increase to step 6 of \$50 effective 6/22/02.

<u>Site/Security Officers</u>	7/3/99	3%
	7/1/00	3%
	10/6/01	3%

* Insert new section (Dental/Vision) as follows:

“The City agrees to seek to join the Massachusetts Public Employees Fund in order to effectuate a dental/vision plan for its eligible employees subject to the following terms:

- a. Effective March 1, 2001, the City shall commence contributions, not to exceed \$10.44 per week per employee, to the Fund.
- b. Effective September 1, 2001, the dental/vision plan shall be available to employees.
- c. No dispute or claim relative to any and all aspects of the dental/vision plan, including but not necessarily limited to claims related to the Fund’s administration of such plan, the level of benefits provided by such plan, and/or any modification(s) to such plan, is subject to the grievance/arbitration procedure of the collective bargaining agreement.”

* The Union agrees to forego/waive any retroactive stipend money due those municipal police officers detailed to the BHA Developments on and since 4/1/98. The parties further agree to modify the Memorandum of Understanding dated June 26, 1996 in order to eliminate any BHA stipend as of July 1, 2001 (delete paragraphs 5, 6, 7, 8, 9). The parties acknowledge that municipal police officers may remain detailed to BHA consistent with the current agreement until the City decides to remove some/all of them. The Union shall withdraw with prejudice its grievance/claim relative to the overtime rate and/or related issues for officers detailed to the BHA.

ARTICLE XVII. PAYING DETAILS

Effective thirty (30) calendar days after execution of this Agreement by the Mayor, increase the paid detail rate by three dollars (\$3.00).

ARTICLE XXVII, section 1. SUBSTANCE ABUSE

Insert the following:

“After the probationary period, all employees covered by this Agreement shall be subject to the provisions of Rule 111, Substance Abuse Policy, S.O. # 98-46, issued December 17, 1998, of the Boston Police Department (annual hair testing).”

ARTICLE XXVII, section 8. Light Duty

Insert new section that provides as follows:

“The parties recognize that the Department and its employees may benefit from a light duty assignment. An employee absent from duty due to a work-related injury may return to work under the conditions contained herein. The parties also understand and agree that, except as specifically provided herein, this provision does not alter or abrogate the existing requirements, obligations and conditions precedent to receiving injury benefits.

A. An employee incapacitated because of a work-related injury shall be deemed fit to return to full or light duty subject to the provisions of this Section. Once an independent medical examiner¹ (“IME”) and/ or the employee’s primary care physician determine(s) that the employee’s incapacity no longer exists or that the employee is fit for full or light duty, the employee must return to work.

B. The employer shall develop and provide to the employee’s primary care physician(s) and/ or an IME, if necessary, the physical requirements of light duty tasks specified under this Section, and the employee’s primary care physician(s) shall be asked to make his/her determination of the fitness of the employee to perform the specified physical requirements of light duty tasks. The primary care physician(s)’ report shall adequately specify in writing the reason(s) for primary care physician(s)’ decision and conclusions.

C. An employee who fails or refuses to report for full or light duty shall be absent without official leave.

¹ The City agrees to meet with the Union should it raise concerns over the Independent Medical Examiner selected by the City.

D. The IME's determinations shall be binding on both parties. There shall be no grievance of a discontinuation of injured leave benefits under this Section except to challenge whether or not the employer adhered to the procedural requirements of this Section. In particular, an arbitrator will not have any authority to override or otherwise alter or detract from the purpose of this Section or challenge the determination of the IME.

E. Light duty shall not interfere with ongoing medical treatment. Employees on light duty may receive medical release time for such medical treatment as established by the employee's primary care physician(s) during assigned duty hours subject to the operating needs and concerns of the Department. Medical release time shall not be considered as hours worked for the purpose of computing overtime under Article XIII.

F. It is understood that assignment to light duty pursuant to this Section is temporary in nature. Light duty assignments shall be subject to review by the Deputy Director or his/her designee. The Department expressly retains and reserves its rights relative to involuntary disability retirement under the law. Nothing herein shall limit the Department's statutory rights. An employee's filing for voluntary disability retirement shall not prevent the Department from requiring the employee to perform light duty, if applicable.

G. Light duty assignments shall include, but not be limited to, clerical administrative duties, such as filing, operating the computer to conduct CORI and SORI inquiries, answering phones, data input, assisting at the front desk at Hancock Street/Police Headquarters and/or similar police-related duties. The regular workweek for officers on light duty shall be consistent with the Department's existing administrative schedule (Article XIII, section 2(b)), unless otherwise limited by the employee's medical restrictions. Further, where possible and practical, the Department shall assign an officer on light duty to the same shift (day or night) that he/she held at the time of his/her incapacity.

H. The parties may reopen the agreement's Light Duty provision for the sole purpose of modifying said language so that it complies with M.G.L. c. 41, section 111F in the event that Municipal Police Officers obtain M.G.L. c. 41, section 111F coverage as a result of a final and binding judgement of a court of competent jurisdiction or a change in the law."

ARTICLE XXVII, section 9. Training

Insert new section that provides as follows:

"Any job related training shall be posted in a conspicuous area in both the Boston Municipal Police Department and the Boston Housing Authority Police Department if the BHA allows said posting and so long as Municipal Police officers are detailed to the

BHA, for no less than ten calendar days, or as long as practicable. All interested parties may submit requests to attend training. Such requests will be considered by the Department. This provision shall not be the subject of the grievance and arbitration process.”

ARTICLE XXVII, section 10. SICK LEAVE BANK COMMITTEE

Insert new section that provides as follows:

“The Department and the Union agree to form a Sick Leave Bank Committee that will seek to create a sick leave bank for MPPA members. The Committee shall be comprised of three (3) representatives of the City/ Department and three (3) Union representatives. The Committee will have an initial meeting within 60 days after the execution of the contract and will continue to meet bimonthly, thereafter. The joint goal of the committee shall be the creation of a mutually acceptable sick leave bank that is supported by both the Department and the Union. The committee shall strive to implement a sick leave bank as soon as possible, but in no event later than one (1) year from the initial meeting of this committee. If, after one year from the committee’s initial meeting, the committee does not agree on a mutually acceptable sick leave bank, either party may move the matter to expedited arbitration for the sole purpose of determining whether the Department’s proposed system is fair and reasonable.”

ARTICLE XXVII, section 11. Special Officers License Fee

Insert new section that provides as follows:

“The City agrees to waive the special officers’ fee in accordance with Section 2 of Rule 400A.”

ARTICLE XXVII, section 12. Political Education Fund

Insert new section that provides as follows:

“Upon the demand of the Union and with forty-five (45) days notice in writing to the Department, the City of Boston shall deduct from the salary of each participating employee covered by the terms of this agreement three dollars (\$3) per month for a political education fund fee and transmit the amount to the Union on a monthly basis.

It is understood that said political education fund fee will be processed as a separate deduction from the employee’s salary and is an entirely voluntary. The Union will bear sole responsibility for annually notifying the City of participating members. The

City will outline the structure and format of how this information will be communicated to it.

With the exception of new hires, participation or withdrawal from the political education fund shall be restricted to the above-noted notification procedure. Specifically, if the Union notifies the City that an employee intends to participate, that employee will be required to participate for a minimum of one year and may not withdraw until the following annual notification period.”

ARTICLE XXVIII, Section 2. Bulletin Boards

Replace existing Bulletin Board provision with the following:

“The Department will provide reasonable space for the Association’s bulletin boards at City Hall, Municipal Police Headquarters and BHA Headquarters. The Association’s use of such boards shall be restricted to the posting of notices regarding business affairs, meetings and social events of the MPPA. The bulletin boards shall be encased in glass and locked. Only the President and Secretary will have access to said boards and both will be held accountable for all materials placed on said bulletin boards.”

In witness whereof, the parties hereto have caused their names to be subscribed as the duly authorized officers and representatives on the 14 day of July, 2001.

CITY OF BOSTON

By Thomas M. Menino
Thomas M. Menino, Mayor

Date: 7/16/01

MPPA, IBPO Local 650

Paul Hamilton
Paul Hamilton, President

Dennis A. DiMarzio 7/13/01
Dennis A. DiMarzio
Chief Operating Officer

Edward J. Collins 7-12-01
Edward J. Collins
Chief Financial Officer

Michael Galvin 7-11-01
Michael Galvin, Chief
Basic City Services

Robert Francis July 3, 2001
Robert Francis, Director
Municipal Police Department

Michael Reagan 7-11-01
Michael Reagan, Director
Office of Labor Relations

Vivian Leonard 7-10-01
Vivian Leonard, Director
Office of Human Resources

APPROVED AS TO FORM:

Merita A. Hopkins
Merita A. Hopkins
Corporation Counsel

Date: 7/10/01