

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**CITY OF BOSTON**  
**AND**  
**BOSTON MUNICIPAL POLICE SUPERIOR OFFICERS,**  
**IBPO LOCAL 539**

**July 1, 1999-June 30, 2002**

The City of Boston and the Boston Municipal Police Superior Officers, IBPO Local 539 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 are effective as of the execution of the Memorandum of Agreement by the Mayor of the City of Boston

**ARTICLE I.**

Modify section 2 to delete reference to "Public Facilities Commission" and/or "Real Property" and insert "Property Management Department".

Delete references to "Health and Hospitals".

**ARTICLE VIII, Section 1.**

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

**ARTICLE IX.**

Insert new section 8 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."

Insert new section 9 as follows:

"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 XXVII

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

### Sergeant and Lieutenant

Effective 10/2/99 3%

Effective 10/7/00 3%

Effective 10/6/01 3%

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

Flat increase to base pay of \$25 effective 1/5/02.

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

### Shift Supervisor and Senior Shift Supervisor

Effective 7/3/99 3%

Effective 7/1/00 3%

Effective 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 June 1, 2001, the City shall commence contributions, not to exceed \$10.44 per week per employee, to the Fund.
- b. Effective December 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 (if any) those ranking municipal police officers detailed to the BHA Developments on and since 4/1/98. The parties further agree to modify the terms of the Settlement Agreement in MUP-1929 and any other agreement (if any) or understanding between the parties relative to the detailing of bargaining unit members to the BHA to eliminate any BHA stipend effective the first full pay period after the execution of this Agreement by the Mayor. The parties acknowledge that ranking municipal police officers may remain detailed to BHA until the City decides to remove some/all of them. The Union shall withdraw with prejudice its grievance/claim (if any) relative to the overtime rate and/or related issues for officers detailed to the BHA.

\*Insert new section that provides as follows:

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

\* Insert new section as follows: “The parties agree to a joint labor-management committee to discuss supervisory training issues including potential stipend(s) for those superior officers that attend and complete such training.”

#### **ARTICLE XIX. 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 XXVI.**

Insert new section 5A entitled Substance Abuse as follows:

“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 XXVI. Light Duty**

Insert new section 8 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 examiner<sup>1</sup> ("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.

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 the collective bargaining agreement.

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.

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

G. Light duty assignments shall include, but not be limited to, supervisory clerical administrative duties, including coordinating detail and overtime assignments, filing, scheduling, reviewing police reports, conducting CORI and SORI inquiries, and assisting at the front desk at Hancock Street/Police Headquarters and/or similar police-related supervisory duties. Further, where possible and practical, the Department shall assign an officer on light duty to the same shift (day or night) and squad that he/she held at the time of his/her incapacity consistent with the employee's medical restrictions

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 bargaining unit members 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 XXVI, Section 2.

Replace existing provision with the following:

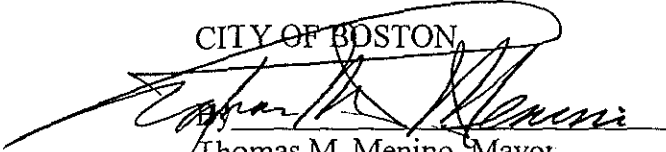
"The Department will provide reasonable space for the Union's bulletin boards at City Hall, Municipal Police Headquarters, and BHA Headquarters (as long as bargaining unit members remain assigned to the BHA). The Union's use of such boards shall be restricted to the posting of notices regarding business affairs, meetings and social events of the Union. 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."

## ARTICLE XXVII. Duration of Agreement

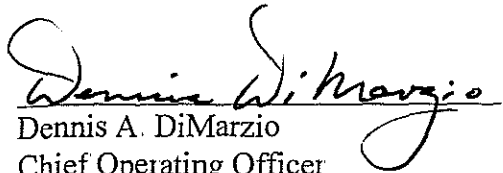
Modify to reflect July 1, 1999 – June 30, 2002 contract.

In witness whereof, the parties hereto have caused their names to be subscribed as the duly authorized officers and representatives on the 23<sup>rd</sup> day of November, 2001.

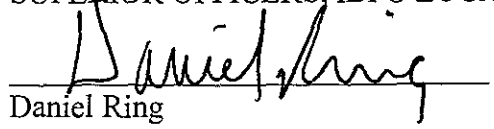
CITY OF BOSTON

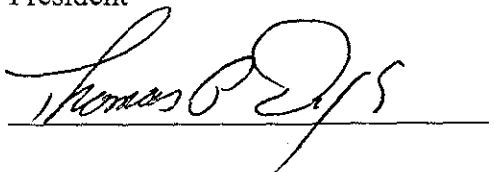
  
Thomas M. Menino, Mayor

Date: 11-23-01

  
Dennis A. DiMarzio  
Chief Operating Officer

SUPERIOR OFFICERS, IBPO LOCAL 539

  
Daniel Ring  
President



*Wes*

For

Edward J. Collins  
Chief Financial Officer

*Michael Galvin*

Michael Galvin, Chief  
Basic City Services

*Robert Francis*

Robert Francis, Director  
Municipal Police Department

*Michael Reagan* 11/14/01

Michael Reagan, Director  
Office of Labor Relations

*Vivian Leonard* 11-14-01

Vivian Leonard, Director  
Office of Human Resources

APPROVED AS TO FORM:

*Mark Sweeney*

for Merita A. Hopkins  
Corporation Counsel

Date: 11/14/01