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Contract Database Metadata Elements (for a glossary of the elements see - http://digitalcommons.ilr.cornell.edu/blscontracts/2/)

Title: **Boston, City of and Boston Police Superior Officers Federation (BPSOF) (2002)**

K#: **810166**

Location: **MA Boston**

Employer Name: **Boston, City of**

Union: **Boston Police Superior Officers' Federation (BPSOF)**

Local:

SIC: **9221**

NAICS: **922120**

Sector: **L**

Number of Workers: **1900**

Effective Date: **07/01/02**

Expiration Date: **06/30/06**

Number of Pages: **8**

Other Years Available: **Y**

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810166
7/1/02 - 6/30/06

In The Matter Of

The Arbitration Between:

Boston Police Patrolmen's Association
And
City of Boston

JLMC Case No. 03-41P
Date of Award: July 22, 2004

Award

After having considered the evidence and arguments of the parties, I award as follows:

1. Contract Duration

The duration of the contract shall be from July 1, 2002 through June 30, 2006.

2. Wages

Effective July 1, 2002 - a 4% base wage increase

Effective July 1, 2003 - a 2.5% base wage increase

Effective July 1, 2004 - a 2.5% base wage increase

Effective July 1, 2005 - a 3.5% base wage increase

Effective January 1, 2006 - a 2% base wage increase

3. Longevity

Effective July 1, 2002, increase existing longevity payments by $500 with no change in eligibility.

4. Paid Details

The paid detail rate shall be increased by $4. There is no retroactivity. 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 four (4) hours up to 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.

Art. 12(h)(3) on pp. 29-30 of the previous contract remains undisturbed and in force and effect.

Lawrence T. Holden, Jr.
Arbitrator

Detectives vs Superior Officer Detectives

In The Matter Of

The Arbitration Between:

Boston Police Detectives Benevolent Society, Superior Officers' Unit
And
City of Boston

Direct Appointment by the Parties
Date of Award: July 23, 2004

Award

After having considered the evidence and arguments of the parties, I award as follows:

1. Contract Duration

The duration of the contract shall be from (A) July 1, 2002 through June 30, 2003 and (B) July 1, 2003 through June 30, 2006.

2. Wages

Effective July 1, 2002 - a 4% base wage increase
Effective July 1, 2003 - a 2.5% base wage increase
Effective July 1, 2004 - a 2.5% base wage increase
Effective July 1, 2005 - a 3.5% base wage increase
Effective January 1, 2006 - a 2% base wage increase

3. Longevity

Effective July 1, 2002, increase existing longevity payments by $500 with no change in eligibility.

4. Paid Details

The paid detail rate shall be increased by $4. There is no retroactivity. 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 four (4) hours up to 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.

Lawrence T. Holden, Jr.
Arbitrator

In The Matter Of
The Arbitration Between:

Boston Police Superior Officers Federation
And
City of Boston

Direct Appointment by the Parties
Date of Award: July 23, 2004

Award

After having considered the evidence and arguments of the parties, I award as follows:

1. Contract Duration

The duration of the contract shall be from (A) July 1, 2002 through June 30, 2003 and (B) July 1, 2003 through June 30, 2006.

2. Wages

Effective July 1, 2002 - a 4% base wage increase
Effective July 1, 2003 - a 2.5% base wage increase
Effective July 1, 2004 - a 2.5% base wage increase
Effective July 1, 2005 - a 3.5% base wage increase
Effective January 1, 2006 - a 2% base wage increase

3. Longevity

Effective July 1, 2002, increase existing longevity payments by $500 with no change in eligibility.

4. Paid Details

The paid detail rate shall be increased by $4. There is no retroactivity. 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 four (4) hours up to 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.

5. Seniority Shift Bid

Patrol supervisors, duty supervisors, and superior officers in operations shall be permitted to bid their shift utilizing seniority. For the purposes of this section, seniority shall be determined by time in rank. Shift bidding shall take place once annually during the month of November. Shift selection shall be effective on the following January 1st. A superior officer may not exercise bidding rights to bump another officer during the calendar year except during the annual bid process.

Lawrence T. Holden, Jr.
Arbitrator

City of Boston, Boston Police Department and Boston Police Superior Officers' Federation	**BPD Grievance # S4-03, 15-319, F03-25)** AAA 11 390 01432 03

SETTLEMENT AGREEMENT

In full and final settlement of the above captioned matter, the Boston Police Superior Officers' Federation (the Federation), Boston Police Department and the City of Boston (the Department) agree as follows:

1. The Federation shall withdraw the above referenced grievance with prejudice.

2. The City/Department shall increase the inside hourly detail rate for sergeants to $35.00 and outside hourly rate to $36.00 within four weeks of signing this agreement by both parties.

3. The parties agree to the following detail rates:

	Inside rate	Outside rate
sergeant	$35.00	$36.00
lieutenant	$37.00	$38.00
captain	$42.00	$43.00

4. The Federation shall not pursue retroactive detail pay for sergeants, lieutenants or captains based on the rates in paragraph 3 for any period of time before the signing of this agreement.

5. The parties agree that the computation for regular hourly rate for comparison to detail rate remains an issue between the parties and that the adjustments to the detail rates as set forth in paragraph 2 were made for reasons not based on comparison with the regular hourly rate. Neither party may use the adjustments set forth in paragraph 3 to argue that differentials or any other payment is or is not included in computing the regular hourly rate for comparison to detail pay for any grievance in the future.

6. This is a comprehensive settlement agreement resolving, in its entirety, any and all aspects of the matter referenced above. For consideration thereof, the Federation agrees to waive any and all claims, pending and future, they may have against the City of Boston and/or the Boston Police Department arising out of the

facts and circumstances of the above-captioned grievance except to enforce the terms of this Agreement. The City of Boston and/or the Police Department makes no admission of any violation of the collective bargaining agreement or the law in these matters.

7. Nothing herein shall prevent the Federation from proposing increases to the detail rates for its members, in the current or future rounds of collective bargaining or filing grievances if the Federation believes that the regular hourly rate has exceeded the detail rate.

8. The Agreement shall not constitute a precedent for any other matters, pending or future, between the parties. The Agreement shall not be introduced in any forum, by any party, for any reason, save for enforcement of its terms. The Department makes no admission of any violation of the collective bargaining agreement or the law in these matters.

9. The signatories to this Agreement are authorized to bind their principals.

For the Department:

Deputy Superintendent Margaret O'Malley
Director, Office of Labor Relations

For the Union:

Lt. Joe Gillespie, President
Boston Police Superior Officers Federation

For the City:

Stephen B. Sutliff, Labor Counsel
City of Boston
Office of Labor Relations

6/22/04
Date

June 1, 2004
Date