

**TENTATIVE MEMORANDA OF AGREEMENT
CITY OF BOSTON
AND
BOSTON POLICE DETECTIVE BENEVOLENT SOCIETY - SUPERIOR
OFFICERS UNIT
SUBJECT TO RATIFICATION AND APPROVAL**

**MOA #1
JULY 1, 2020 – JUNE 30, 2023**

This Memorandum of Agreement amends the Collective Bargaining Agreement effective July 1, 2017, through June 30, 2020. Except as expressly provided below, the parties agree that the terms and provisions of their Collective Bargaining Agreement, effective through June 30, 2020, shall be extended without modification.

Article XIX – Amend this article to reflect a three (3) year term of this Agreement from July 1, 2020, through June 30, 2023.

Article XVII – Retroactively amend Sec. 1 as follows:

Effective First Pay Period (FPP) July 2020 – 2.0%

Effective First Pay Period (FPP) July 2021 – 1.5%

Effective First Pay Period (FPP) July 2022 – 2.0%

**MOA #2
JULY 1, 2023 – JUNE 30, 2025**

This Memorandum of Agreement amends the Collective Bargaining Agreement effective July 1, 2023, through June 30, 2025. Except as expressly provided below, the parties agree that the terms and provisions of their Collective Bargaining Agreement, effective through June 30, 2023, shall be extended without modification.

Article XIX– Amend this article to reflect a two (2) year term of this Agreement from July 1, 2023, through June 30, 2025.

Article X (“Holidays”) - Amend Section 1 to include Juneteenth, to be recognized annually on June 19.

Article XVII – Retroactively amend Sec. 1 as follows:

Effective First Pay Period (FPP) July 2023 – 1.0%

Effective First Pay Period (FPP) July 2024 – 2.5%

The City of Boston and the Union agree that all compensation in this MOA is explicitly tied to the negotiated reforms in this MOA.

Effective first pay period July 2023, eliminate all cumulative risk enhancement adjustments under Art. XVII, Sec. 8, and replace with the following:

Section 8. Transitional Career Awards Program:

Retroactively effective FPP July 2023, the weekly benefit schedule of the Transitional Career Awards Program for employees is as follows:

Five (5) Years: \$388.04

Ten (10) Years: \$393.78

Fifteen (15) Years: \$397.62

Twenty (20) Years: \$401.45

Twenty-five (25) Years: \$405.28

Effective FFP July 2024 and thereafter, the Transitional Career Awards Program weekly entitlement for every employee in each respective rank of superior detective upon such employee's commencement of five (5), ten (10), fifteen (15), twenty (20), and twenty-five (25) years of service, measured from date of provisional or permanent appointment, whichever is earlier, shall be computed pursuant to the following formula: One percent (1%) of the combined total of sergeant detective rank's maximum weekly salary, sergeant detective rank's maximum weekly night differential and sergeant detective rank's maximum weekly hazardous duty pay, with the product of such one percent (1%) calculation added to the weekly Transitional Career Award Program benefit levels in effect as of the last pay period of the immediately prior fiscal year. Currently, the parties agree that the sergeant detective rank 25-year career nights is the maximum weekly salary, maximum weekly night differential, and maximum weekly hazardous duty pay for sergeant rank for the purposes of computing the Transitional Career Awards Program benefit levels.

The Transitional Career Award Program benefit, as calculated above, shall be paid to eligible employees, as provided above, on a weekly basis and shall be considered and calculated as part of regular compensation for computation of the overtime rate and the holiday compensation rate, for computation of compensation for purposes of sick, injured, vacation and all other authorized leave, and for computation of pension contributions.

The Transitional Career Award Program shall be administered in the standard manner in which the city administers and calculates the benefits of this program.

Replace Art. XVI Section 2 with the following: Superior Detective members of the Society Bargaining Committee, not to exceed three (3) shall be granted leave of absence without loss of pay or benefits for all meetings between the City and the Society for the purpose of negotiating the terms of a contract or supplement thereto. The Vice President Superior Detective, society officers, director and Superior Detective Grievance Committee members not to exceed two (2) in any instance, inclusive of the Vice President, shall be granted leave of absence without loss of pay or benefits for time required to attend grievance hearings and may enter any premises of the Department at any reasonable time for such purpose provided they give notice of their presence immediately upon arrival to the person in charge. Such officers, director and Grievance Committee members who work with any night platoon shall have their hours and schedule of

work accordingly adjusted to effectuate the purposes of this Section. Up to three times per calendar year, up to three (3) Superior Detectives, inclusive of the Vice President, shall be granted leave of absence without loss of pay to attend a grievance hearing.

Detective Superiors covered by Section 2 shall not be compensated in any matter for Section 2 covered activities performed on a regularly scheduled day off or vacation day, or other leave days, except for meetings attended by: agents of the city, arbitrators, mediators, representatives of labor relations and labor and employment agencies who request their attendance. Detective Superiors attending such meetings on a non-working day when the activity cannot be reschedule shall receive a minimum of four (4) hours of compensatory time, and after that shall receive compensatory time on a hour for hour basis.

The parties agree that in situations where there is a dispute regarding an officer's fitness for modified duty, the City will appoint an Independent Medical Examiner, who at the City's expense, shall render a written medical opinion as to the employee's fitness to return to modified duty, which opinion will be final and binding on the parties. The Independent Medical Examiner will be a licensed medical professional, board-certified in the area of the injury or illness relevant to the medical issue, when appropriate. The member will be provided with a copy of the IME report.

The parties agree that superior detectives will no longer have to go through the administrative process of the Massachusetts Board of Higher Education to participate in Article XVII's educational incentive plan. Any superior detective currently receiving benefits pursuant to the Quinn Bill will continue to receive such benefits. Any superior detective not eligible to receive benefits pursuant to the Quinn Bill will be entitled to receive equivalent educational benefits (i.e. 10% for an Associate Degree, 20% for a Bachelor's Degree, or 25% for a Master's / and Juris Doctor in accordance with the Quinn Bill, if they have a qualifying degree from a qualifying school. The following will be qualifying schools: All schools certified by the Board of Higher Education to receive Quinn Benefits, the University of Massachusetts System, Northeastern University, and Boston University. The following will be qualifying degrees: any Quinn qualifying degree and any degrees in Sociology, Psychology, and Public Administration. Nothing in this provision lessens any benefit superior detectives currently receive under Article XVII as it pertains to the education incentive plan. Superior Detectives eligible for new or additional educational benefits as a result of this MOA will be able to apply for those benefits during the Department's next Annual Enrollment period.

Parental Leave. Effective for covered life events on or after the date this agreement is funded, every bargaining unit member shall be granted parental leave consistent with the City of Boston's Parental Leave Policy, a copy of which is attached and as from time to time amended. The Union waives its right to bargain over the City's decision and any impacts associated with such decision

to change or eliminate the Paid Parental Leave Policy. The City will provide thirty (30) days' notice to the Union of any change to or elimination of the Paid Parental Leave Policy.

The Society agrees that the City has met all obligations under G.L. c. 150E with respect to its Military Leave Policy. The Society agrees that the City has met all obligations under G.L. c. 150E with respect to the creation of a central lock up / central booking facility. The City agrees to provide notice and an opportunity to bargain over the impacts of the implementation of the central booking facility/ central booking facility.

The parties acknowledge that Superior Detectives will be entitled to Court Time pay when a subpoena is rescinded or Court is canceled by the Court or District Attorney only if the Superior Detective did not receive notice of the cancellation and/or rescission 24 hours in advance of the scheduled Court appearance. If Court is closed for emergency, weather, or otherwise, a Superior Detective is not entitled to court time pay.

Strike the language "But in no event will the rate of pay as set out above be less than the regular hourly rate of the various ranks described" contained in Section 3 of Article XIV. Add to the end of Article XIV the following:

The Department may use civilian personnel to perform all of the tasks and responsibilities that sworn Area Detail Clerks and sworn officers assigned to the Paid Details Unit currently perform in relation to the distribution of paid details. This may include implementation of a technology based platform (i.e., electronic, web based or app based programs) for the administration, management and assignment of paid details. Hardships related to reassignment of sworn detail clerks with 25 or more years of service will be handled on a case-by-case basis consistent with the Department's operational needs.

All paid details shall be assigned as either Type 1 or Type 2 paid details effective as soon as practicable, but no later than 60 days after the date of funding of this agreement. All Type 1 or Type 2 paid details will be scheduled as a four (4) or 8 (eight) hour detail and paid 4 or 8 hours regardless of hours worked.

Type 1 Details shall include those events and activities that pose a substantial risk to public safety and are defined as:

- a) Major events with anticipated attendance greater than 5,000 people;
- b) Utility or Construction Details at major arteries, in busy intersections, in areas with heavy traffic, on "red line" streets as determined exclusively by the Boston Transportation Department, or Details due to an emergency (i.e., water main break, line explosion, crane collapse);
- c) All details requiring a supervisor.

Type 2 details are any details not covered above in Type 1.

- a) Type 1 details will be filled first. All superior officers who want to perform a detail must inform the Paid Detail Unit/System via the method directed by the Department at least five (5) days in advance of when they wish to be assigned a supervisory detail. Superior officers must be available to work the entire duration of the Type 1 Detail in order to sign up or accept an assignment.
- b) Four (4) days in advance of the detail, the supervisory job will be offered to Superior Officers assigned in the Area where the detail is located. Superior offers shall be made in order of detail hours worked, beginning with the superior officers with the lowest number of detail hours, until the detail is accepted (referred to as the Low Man/High Priority Level Detail Process or the "Process"). This process will continue until all Type 1 supervisory Details are filled or the Area Detail List is exhausted.
- c) In the event that the Area Detail List is exhausted before all Type 1 supervisory Details are filled, the Type 1 supervisory Details shall be offered using the Process to superior officers assigned to "Area F" until all Type 1 supervisory Details are filled or the "Area F" Detail List is exhausted.
- d) Superior Officers can make themselves available for a detail not requiring a supervisor four days in advance. A Superior Officer shall not be offered any detail until all patrol officers are offered the opportunity first and all details requiring a supervisor are filled. Once all details requiring a supervisor are filled and patrol officers have been offered a Type 1 or Type 2 detail, Superior Officers will be offered those jobs.
- e) No other details shall be filled until all Type 1 Details have been assigned. If a Type 1 Detail is called in on the same day, it will not impact any previously scheduled details that have already been filled; however, it will be filled before any other unfilled details.
- f) If a Type 1 or Type 2 Detail remains unfilled after the aforementioned process, the Detail can be offered to the following Post Certified Officers, in the order listed:
 - i) Boston Police Department Retirees
 - ii) Boston Housing Authority Police Officers,
 - iii) Boston-based college/university Police Officers as determined by the Police Commissioner and specifically including Northeastern, Boston University, Tufts, Boston College, MIT and Harvard.
- g) All other Details shall be filled using the Process once all Type 1 Details have been assigned. The following personnel are eligible to perform Type 1 or Type 2 details for outside traffic control once the foregoing hierarchy of officers has had the opportunity to accept the detail:
 - i) Boston Municipal Protective Services Police Officers and Sergeants.
 - ii) Contract personnel as needed.

The City of Boston may contract for additional personnel with a private entity provided the following conditions are met: 1.) the entity is insured and can indemnify the City of Boston; 2.) the entity is a Massachusetts business organization with law enforcement experience that has knowledge of how the paid detail system operates in the City of Boston; 3.) the entity only hires

employees to perform all work and eschews the use of independent contractors; 4.) the entity has extensive experience in recruiting employees who are reliable, punctual, and have a minimum of 3 years experience providing staffing for outside traffic control augmenting public safety personnel; 5.) the entity has extensive experience training individuals in traffic control, suspicious indicators, basic First Aid/CPR, and soft skills like de-escalation, professionalism, and problem solving; 6.) the entity has thorough familiarity with Boston's neighborhoods, cultures, and languages; and 7.) the entity has no violations of any federal or state wage and hour laws within the preceding five years.

- h) Concerning day-of details, Boston patrol officers who are available will get offered the jobs prior to anybody else in the hierarchy, including any supervisor.
- i) No person other than a sworn member of a supervisory rank shall act in a supervisory capacity over any active member of the Boston Police Department while performing a detail under this Article.
- j) No supervisory detail will be offered to anyone outside of the Boston Police Department.

Superior Officers who accept a detail but later reject it ("Kick In") because they become unavailable must advise the Paid Details Unit as soon as practicable. Superior Officers that kick in details will not be allowed to take any details for 24 hours on the day of the kicked in detail (e.g., kicked in detail scheduled for Friday morning at 7AM, then the officer cannot work a detail until Saturday morning 7AM). Superior Officers with excessive or unreasonable kicked in details, or who otherwise violate any other rule or directive related to details may be removed from the detail and overtime list for a period of up to 30 days, upon which time detail and overtime hours will be added to their name to average them back onto the list. Removal from the detail and overtime list shall not be considered discipline. Nothing contained in this paragraph shall be interpreted to limit the imposition of any discipline for any rule violation. Declining an already accepted detail to perform a voluntary or ordered overtime opportunity is not a "Kick in" under this Article.

A rejected detail may be reassigned in accordance with the Process.

Type 1 Details shall be compensated at a rate of the highest overtime rate of the most senior officer of each respective non-rated civil service rank (currently the strike rate, which is the longevity of a non-rated Sergeant, non-rated Lieutenant, and non-rated Captain, with 25 years of service, or whichever officer in each respective non-rated civil service rank has the highest overtime rate, exclusive of detective/specialty differentials). All other Details shall be compensated at a rate of \$67 for Sergeant Detectives, \$71 for Lieutenant Detectives, and \$81 for Captain Detectives. Superior detectives shall be compensated for the duration of the assigned details (4 or 8 hours) regardless of the actual hours worked. If the detail ends early, superior detectives cannot take another detail assignment during the period for which they are already being compensated. This supersedes Art. XIV, Section 3.

Conditional upon ratification and funding, the City/Department will endeavor to increase the detail rate to \$67 for Sergeant Detectives performing paid police details as soon as possible but no later than for details that begin at 12AM, 14 days after receiving notice of ratification.

Anything not covered by this agreement will follow already existing procedures and the current practice for assignment of overtime and details.

This agreement shall be deemed incorporated into and made a part of the parties collective bargaining agreement.

The Union agrees to withdraw the following cases with prejudice:

MUP 23-10162 (detail rate)

BPDBS SO 22-0377 (detail rate)

MUP 23-10263 (IA investigations in Districts)

This agreement is subject to union ratification and funding by the Boston City Council.

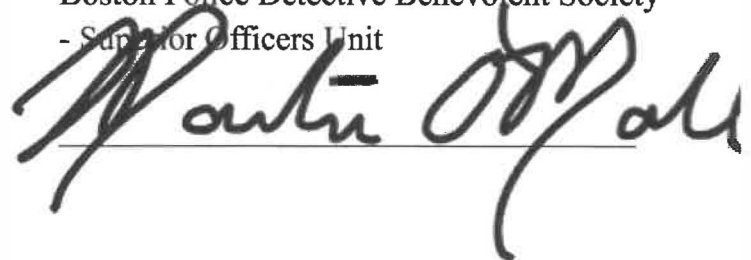
For the City of Boston



3/11/24

Dated:

Boston Police Detective Benevolent Society
- Superior Officers Unit



03/11/24

Dated: