

MEMORANDUM OF AGREEMENT
CITY OF BOSTON
AND
BOSTON POLICE PATROLMEN'S ASSOCIATION
2016-2017

On January 20, 2017, the parties reached a tentative agreement subject to ratification by BPPA of both the July 1, 2016 through June 30, 2017 and the July 1, 2017 through June 30, 2020 agreements, and approval by the Mayor and funding by the Boston City Council. This one (1) year agreement shall not take effect unless and until BPPA has ratified and the Mayor has approved and the Boston City Council has funded the subsequent three (3) year agreement. This one (1) year agreement is the product of successor collective bargaining to the July 1, 2010 to June 30, 2013 and July 1, 2013 to June 30, 2016 JLMC Arbitration Award (12-32P) between the City of Boston and the Boston Police Patrolmen's Association. This agreement is effective July 1, 2016 through June 30, 2017.

This Memorandum of Agreement ("Agreement") is made pursuant to Massachusetts General Laws Chapter 150E between the City of Boston ("City") and the Boston Police Patrolmen's Association ("BPPA").

This Memorandum of Agreement supplements and amends the Collective Bargaining Agreement effective July 1, 2013 through June 30, 2016. Except as expressly provided below, the parties agree that the terms and provisions of their Collective Bargaining Agreement effective July 1, 2013 through June 30, 2016, shall be extended without modification for the period commencing on July 1, 2016 and ending on June 30, 2017.

1. Article XVII, Compensation, Section 1. (p. 52).

Delete current language in Section 1, Salary Schedule, and replace with the following:

Salary Schedule:

Effective FPP July 2016 – 2%

2. Article XVII, Compensation. (p. 58).

Add new Section 11, Cumulative Risk Enhancement, to Article XVII, Compensation.

Cumulative Risk Enhancement Adjustment: After the 2% base wage increase in July 2016, a new five (5) year Strip Base, equal to the 3rd year Annual Strip Base Wage plus \$1500, will exist effective July 2016 (FY 17). This new five (5) year Strip Base Wage will be the new Strip Base for all BPPA members with five (5) to nine (9) years of service, regardless of eligibility to receive other career or education payments. After the 2% base wage increase in July 2016, a ten (10) year Strip Base, equal to the 3rd year Annual Strip Base Wage plus \$3000, will exist effective July

2016 (FY 17). This new ten (10) year Strip Base will be the new strip base for all BPPA members with ten (10) to fourteen (14) years of service, regardless of eligibility to receive other career or education payments. After the 2% base wage increase in July 2016, a fifteen (15) year Strip Base, equal to the 3rd year Annual Strip Base Wage plus \$6000, will exist effective July 2016 (FY 17). This new fifteen (15) year Strip Base will be the new strip base for all BPPA members with fifteen (15) to twenty-four (24) of service, regardless of eligibility to receive other career or education payments. This adjustment does not impact the 3rd Annual Strip Base. The fifteen (15) year strip base shall replace the twenty (20) year strip base awarded in 2013, pursuant to JLMC No. 12-32P. This adjustment does not impact the twenty-five (25) year Annual Strip Base created pursuant to JLMC No. 12-32P (2013).

3. Article XVIIIA, Educational Incentive Plan/Longevity Plan. (p. 60).

Add a new paragraph 9, to Section 1, of Article XVIIIA, Educational Incentive Plan/Longevity Plan.

Incentives will increase starting with the First Pay Period of July 2016 as follows:

FPP July 16 (FY 17) from the existing 50% + the flat amount that equals approximately 75% to an actual 75%

4. Article VI Grievance Procedure and Arbitration, Section 2. (pp. 8, 9).

Amend Article VI, Grievance and Arbitration, Section 2, Step 5, as follows:

Step 5. If the grievance is not resolved at Step 4 at the meeting held within five (5) calendar days after submission to the City's Grievance Committee, then, upon receipt of the City's Grievance Committee answer or reasons, the Association, and only the Association, may, in any instance, submit the grievance to expedited arbitration. Such submission must be made within the said thirty (30) calendar days, after the expiration of the five (5) calendar days provided for the City's Grievance Committee answer or reasons as referred to herein. Within the said thirty (30) calendar days, written notice of said submission shall be given to the City by electronic mail, delivery in hand, delivery in hand or by mail, postage prepaid, addressed to the attention of its Corporation Counsel. ~~The arbitrator shall be selected in a manner mutually agreed upon by the parties from a rotating panel of not less than three (3) and not more than five (5) arbitrators selected by mutual agreement of the parties. The arbitrator shall hear the grievance within one (1) week from the date submitted to him or her and shall issue a decision within five (5) working days after the close of the hearing. Neither party shall file post-hearing briefs. Aand shall simultaneously be filed with the next arbitrator in the parties' rotation of the panel. The arbitrator shall~~Such panel shall consist of be selected in rotation from a newly selected rotating panel of not less than eight (8) arbitrators selected by mutual agreement of the parties.

5. Article IX, Hours of Work and Overtime, Section 1. (pp. 13).

Amend Article IX, Hours of work and Overtime, Section 1, paragraph five (5), as follows.

Upon receiving a written request signed by the affected officer(s), that officer's commanding officer may allow the swapping of a tour(s) of duty as described herein. An officer may be allowed to swap tours of duty outside of his/her regularly assigned shift (day tour for night tour, etc.) and may be allowed to work out of turn for himself/herself, providing that the out of turn tour is worked prior to the regularly scheduled tour of duty being taken off. An officer who has swapped his/her tour shall be paid at the rate of pay of his/her regularly assigned tour, and there will be no additional compensatory time due, or owed by, the officer. -The commanding officer's discretion is paramount in these cases and his/her decisions regarding any issue in this paragraph is not subject to the grievance procedure of this agreement.

6. Article IX, Hours of Work and Overtime, Section 3E

Amend Article IX, Hours of Work and Overtime, Section 3E, to delete the exclusion of the Bomb Squad from this overtime pay as follows.

The parties agree that in those situations where an officer, so authorized, (1) engages in the transport of prisoner(s), or (2) serves as an out-of-state or in-state witness, which the Department determines shall result in an overnight stay for the officer, such officer shall be compensated with his/her regular pay plus eight hours at the overtime rate for each day of service except that where an overnight stay causes the officer to remain away on the officer's day off, sixteen hours of pay at an overtime rate shall be paid. ~~Members of the bomb squad shall not receive any overtime pay where attending a training program or similar seminar or conference results in an overnight stay.~~

7. Article X, Court Time. (pp. 24, 25).

Add the following new Section 4, to Article X, Court Time.

Section 4.

a. Court Attendance During Squad's Regularly Scheduled Tours of Duty: In order for an Officer to receive a court vacation day, the following rules apply:

1. The Officer must receive prior written approval from his/her superior officer;
2. The Officer must submit a copy of his court summons; and
3. The Officer must contact the D.A. who is handling the case (in writing) and attempt to reschedule the case.
4. All of the above mentioned documentation must be emailed to the officer's commander or his/her designee.

Officers shall not receive an additional court vacation day for any court date that occurs on a single vacation day.

- b. Court Attendance During Squad's Regularly Scheduled Tours off: A Officer who attends court on his/her scheduled squad day off during the vacation period as a witness or in other capacity in the performance of duty for or in behalf of the Commonwealth or the City or in response to a lawful subpoena served by a private litigant in a criminal or other case pending in any district court, including the municipal court of the City of Boston, any juvenile court, or any superior court, or before any grand jury proceedings, or in conference with a District Attorney or Assistant District Attorney, or at any pretrial conference or any other related hearing or proceeding, or who is required or requested by any city, county, town, state, or the federal government or subdivision or agency of any of the foregoing to attend or appear before any department, agency, board, commission, division or authority, or official, of the state or federal government, or subdivision or agency of any of the foregoing, or who attends as a witness or in other capacity in the performance of his duty for the government of the United States, the Commonwealth or the City or in response to a lawful subpoena served by a private litigant in a criminal or other case pending in a federal district court, or before a grand jury proceeding, or a United States Commissioner, or in conference with a United States Attorney or Assistant United States Attorney, or at any pretrial conference or any other related hearing or proceeding, shall be entitled to overtime compensation for every hour or fraction thereof during which he/she was in such attendance or appearance, but in no event less than (4) hours such pay on an overtime service basis, provided, however, that if he/she so attends or appears, during any one day, on more than one such occasion, he/she shall be entitled to such additional pay from the time of first such attendance on such day to the time of last such attendance on such day. An officer who attends court during what would have been his/her squads "regularly scheduled days off" during his/her vacation period and under the conditions stated in Section 4(a) above; shall be permitted to accumulate up to a maximum of three (3) court vacation days annually for such attendance.

8. **Article XI, Holidays, Section 1.** (p. 25).

Amend Article XI, Holidays, Section 1.

For the purpose of this Article, the "holiday" is the twenty-four (24) hour period commencing at ~~8:00~~ 7:30 A.M., of each day listed in this Section.

9. **Article XVI, Miscellaneous, Section 15.** (p. 45).

Amend Article XVI, Miscellaneous, Section 15, paragraph one (1) as follows:

Effective July 1, 1999, vacations for employees under this Agreement will start at 8:00 ~~7:30~~ A.M. on Saturday and shall run to 8:00 ~~7:30~~ A.M on the following Saturday or a subsequent Saturday, depending upon the length of vacation.

10. Article XVI, Miscellaneous.

Add the following new Section twenty-five (25).

Section 25. Body Worn Cameras.

At the request of either party during the term of the contract, the parties will bargain about extending, expanding or in any way continuing the use of body worn cameras beyond the terms of the existing agreement, including beyond the current trial period, in accordance with M.G.L. c. 150E.

11. Article XVI, Miscellaneous.

Add the following new Section twenty-six (26).

Section 26. Dashboard Cameras.

At the request of either party during the term of the contract, the parties will bargain about the use of dashboard cameras in accordance with M.G.L. 150E.

12. Article XVIII- Duration of Agreement

Except as otherwise provided herein this Agreement shall take effect as of the date of execution and shall continue in full force and effect until superseded by a new Collective Bargaining Agreement.

In witness whereof, the parties hereto have caused their names to be subscribed as the duly authorized officers and representatives on this 20th day of January, 2017.

For the City of Boston:

Alexis J. Kachuck
John Miller
James H. Bell

For the Boston Police Patrolmen's
Association

[Signature] president
Michael Brown vice president
[Signature] secretary

Enl Onf

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