

## MEMORANDUM OF AGREEMENT

Between the  
CITY OF BOSTON  
and the  
NEW ENGLAND POLICE BENEVOLENT ASSOCIATION, LOCAL 173  
Dated August 6, 2024

This Tentative Agreement must be accepted as a whole. That is, each term is subject to ratification on the entire package. In making its proposals, the City has not waived any rights it has to implement any or all of the proposals contained herein. Moreover, this Tentative Agreement is without prejudice to the City's position at main table negotiations with the Union.

This Memorandum of Agreement (MOA) is made pursuant to Chapter 150E of the General Laws by and between the City of Boston (City), and the New England Police Benevolent Association, Local 173 (Union). This MOA supplements and amends the Collective Bargaining Agreement effective July 1, 2020 to June 30, 2023. Except as expressly provided below, the parties agree that the terms and provisions of their collective bargaining agreement effective July 1, 2020 through June 30, 2023 shall be extended without modification for the period commencing on July 1, 2023 and ending on June 30, 2026.

### **1. ARTICLE III. PAYROLL DEDUCTION OF UNION DUES [TA]**

Rename the Article – “PAYROLL DEDUCTION OF UNION DUES OR FEES”

Modify the section to read:

Section 1. In accordance with the provisions of Section 17A, Chapter 180, of the General Laws (Chapter 740 of the Acts of 1950), accepted by the City Council of the City of Boston on January 15, 1951, and approved by its Mayor January 17, 1951, union dues or fees shall be deducted bi-weekly from the salary of each employee who executes and remits to the Municipal Employer a form of authorization of payroll deduction of union dues or fees. Remittance of the aggregate amount of dues deducted shall be made to the Union's Treasurer within twenty-five (25) working days after the month in which dues are deducted.

Section 2. The Union agrees to indemnify the City for damages or other financial loss which the City may be required to pay or suffer by an administrative agency or court of competent jurisdiction as a result of the City's compliance with Section 1 of this Article.

**Redline**

Rename Article III to PAYROLL DEDUCTION OF UNION DUES OR AGENCY FEES and modify the existing language as follows:

Section 1. In accordance with the provisions of Section 17A, Chapter 180, of the General Laws (Chapter 740 of the Acts of 1950), accepted by the City Council of the City of Boston on January 15, 1951, and approved by its Mayor January 17, 1951, union dues or agency-fees shall be deducted bi-weekly from the salary of each employee who executes and remits to the Municipal Employer a form of au-thorization of payroll deduction of union dues or agency-fees. Remittance of the aggregate amount of dues deducted shall be made to the Union's Treasurer within twen-ty-five (25) working days after the month in which dues are deducted.

Section 2. The Union agrees to indemnify the City for damages or other financial loss which the City may be required to pay or suffer by an administrative agency or court of competent jurisdiction as a result of the City's compliance with Section 1 of this Article.

**2. ARTICLE IV. PAYROLL DEDUCTION OF AGENCY SERVICE FEE [TA]**

Delete existing language and replace with:

This Article intentionally left blank.

**Redline**

ARTICLE IV:

~~PAYROLL DEDUCTION OF AGENCY SERVICE FEE~~

~~Section 1. Pursuant to General Laws, Chapter 150E, Section 12, to assure that employees covered by this Agreement shall be adequately represented by the Association in bargaining collectively on questions of wages, hours, and other conditions of employment, the Collector-Treasurer of the City shall deduct from each such employee during the life of this collective bargaining Agreement and pay over to the Association, the exclusive bargaining agent of such employees, as an agency service fee, the amount determined by the Association to be equal to the amount required to become a member and remain a member in good standing of the Association.~~

~~Section 2. The Association agrees to indemnify the City for damages or other financial loss which the City may be required to pay or suffer by an administrative agency or court of competent jurisdiction as a result of the City's compliance with Section 1 of this Article.~~

### **3. ARTICLE VI PROBATIONARY PERIOD**

Amend Section 1 to read: The only change in the proposal is the one large paragraph was broken into two paragraphs

Section 1. All employees covered by this Agreement shall serve a one (1) year probationary period. Nothing in this Agreement shall be construed to prevent or limit the ability of the parties to this Agreement to agree in writing that an employee may serve a probationary period of any duration in lieu of discipline or as part of discipline.

Any period or periods during the employee's first twelve (12) months of service for which an employee is not paid (including as little as one (1) day) or any period or periods during the employee's first twelve (12) months of service for which an employee uses paid time off may extend the probationary period by that amount of time.

#### **Redline**

Section 1. All employees covered by this Agreement shall serve a one (1) year probationary period. Nothing in this Agreement shall be construed to prevent or limit the ability of the parties to this Agreement to agree in writing that an employee may serve a probationary period of any duration in lieu of discipline or as part of discipline. Any period or periods during the employee's first twelve (12) months of service for which an employee is not paid (including as little as one (1) day) or any period or periods during the employee's first twelve (12) months of service for which an employee uses paid time off may extend the probationary period by that amount of time.

Add NEW Section 3 to read:

Section 3. An employee who separates from service and is subsequently re-employed by the City of Boston shall serve a new six (6) months probationary period, except in cases of recall or reinstatement.

**Redline**

Add a new Section 3.

Section 3. Any employee's probationary period may be extended at the discretion of the City up to six (6) months of actual work. The employee and the union will be notified in writing of the length and reason for the extension. An employee who separates from service and is subsequently re-employed by the City of Boston shall serve a new six (6) months probationary period, except in cases of recall or reinstatement.

**4. ARTICLE XI. SICK LEAVE AND PERSONAL DAYS [TA]**

Rewrite Section 1 to read:

Section 1. Every employee covered by this Agreement shall, subject to Section 2 of this Article, be granted sick leave pursuant to the City's Attendance Policy (1/1/13). Effective ninety (90) days from the time of City Council funding, probationary employees will be entitled to use this benefit.

**Redline:**

Section 1. Every employee covered by this Agreement who has completed six (6) months of continuous service for the Municipal Employer shall, subject to Section 2 of this Article, be granted sick leave pursuant to the City's Attendance Policy. , without loss of pay, for absence caused by illness or by injury or exposure to contagious disease by the serious illness or disability arising out of or caused by pregnancy or childbirth. Effective ninety (90) days from the time of City Council funding, probationary employees will be entitled to use this benefit.

**5. ARTICLE XI. SICK LEAVE AND PERSONAL DAYS [TA]**

Amend Section 9 to read:

Section 9. Personal Days. Any employee who has completed his/her probationary period as of January 1, shall be eligible for three (3) paid personal leave days which may be taken by the employee during the following twelve (12) months. Those employees who have not completed their probationary period as of January 1 shall be entitled to one (1) personal day upon completion of six (6) months of actual service, and two (2) additional personal days upon completion of their probationary period, which may be taken during the calendar year. These personal days shall not be considered sick leave for purposes of monitoring sick leave usage or annual redemption of sick leave.

Personal leave days may be used to conduct personal business that could not be done outside of working hours. Personal days may not be accumulated, redeemed for monetary payment or carried forward to the following year. No employee shall use

personal leave on the day before or after a holiday or on the day before or after vacation leave.

Except for emergency situations, an employee must obtain the prior approval of the Appointing Authority as to the timing of personal leave and employees must provide at least 48 hours' notice for such leave. Where reasonable notice is given to the Appointing Authority, approval will be granted provided the scheduling of personal leave does not adversely affect the operating needs of the Department. In emergency situations, an employee must notify their supervisor of the use of personal leave at least one (1) hour before the start of their shift.

### **Redline**

Section 9. Personal Days. Any employee who has completed his/her probationary period as of January 1, shall be eligible for three (3) paid personal leave days which may be taken by the employee during the following twelve (12) months. Those employees who have not completed their probationary period as of January 1 shall be entitled to one (1) personal day upon completion of six (6) months of actual service, and two (2) additional personal days upon completion of their probationary period, which may be taken during the calendar year. These personal days shall not be considered sick leave for purposes of monitoring sick leave usage or annual redemption of sick leave.

Personal leave days may be used to conduct personal business that could not be done outside of working hours. Personal days may not be accumulated, redeemed for monetary payment or carried forward to the following year. No employee shall use personal leave on the day before or after a holiday or on the day before or after vacation leave.

Except for emergency situations, an employee must obtain the prior approval of the Appointing Authority as to the timing of personal leave and employees must provide at least 48 hours or notice for such leave. Where reasonable notice is given to the Appointing Authority, approval will be granted provided the scheduling of personal leave does not adversely affect the operating needs of the Department. In emergency situations, an employee must notify their supervisor of the use of personal leave at least one (1) hour before the start of their shift.

## **6. ARTICLE XIII. HOURS OF WORK AND OVERTIME**

Amend Section 4 to read:

Section 4. Scheduling of Overtime. In emergencies or as the needs of service require, employees may be required to perform overtime work. Employees shall be given as much advance notice as possible of overtime work. Scheduled overtime shall be posted and distributed to all employees on an equitable and fair basis. Employees, other than those required to work beyond their normal tour of duty due to the exigencies of their workday, shall have the option of declining offered overtime; but, in the event that sufficient personnel do not accept such offered overtime on a voluntary basis, or in the event of emergency situations where time is of the essence in executing the overtime job, such additional personnel as are deemed necessary by the City may be required to work overtime on an assigned basis.

All employees shall be afforded the opportunity to accept overtime service, but there shall be no discrimination against any employee who declines to work overtime on a voluntary basis. The Department will seek to avoid assigning overtime (as contrasted with voluntary overtime) to employees working with night platoons who are required to attend court, etc. before or after their tours of duty or on days off, so that such employees may be afforded every opportunity for required rest or to attend to their personal business before and after working hours or on a day off.

Approved and current FMLA or other restrictions or accommodations shall not excuse an employee from performing required overtime unless such an exemption is specified in the approval letter and if an absence has received prior approval in ESS.

Employees may submit a request for an excused refusal for matters such as previously scheduled medical appointments, court orders, etc., if proper documentation can be provided. Requests must be submitted directly to and approved by Property Management's Office of Human Resources. Refusal to perform mandatory overtime, notwithstanding a valid reason as described above, shall result in progressive discipline following the below schedule for all instances occurring within a 12-month rolling period, beginning with the first instance:

- 1st Instance – Counseling
- 2nd Instance – Written and Final Warning
- 3rd Instance – 1 – Day Suspension
- 4th Instance – 3 – Day Suspension
- 5th Instance – 5 – Day Suspension
- 6th Instance – Termination of Employment

**Redline**

**Amend Section 4.**

**Section 4. Scheduling of Overtime.** In emergencies or as the needs of service require, employees may be required to perform overtime work. Employees shall be given as much advance notice as possible of overtime work. Scheduled overtime shall be posted and distributed to all employees on an equitable and fair basis. Employees, other than those required to work beyond their normal tour of duty due to the exigencies of their workday, shall have the option of declining offered overtime; but in the event that sufficient personnel do not accept such offered overtime on a voluntary basis, or in the event of emergency situations where time is of the essence in executing the overtime job, such additional personnel as are deemed necessary by the City may be required to work overtime on an assigned basis. All employees shall be afforded the opportunity to accept overtime service, but there shall be no discrimination against any employee who declines to work overtime on a voluntary basis. The Department will seek to avoid assigning overtime (as contrasted with voluntary overtime) to employees working with night platoons who are required to attend court, etc. before or after their tours of duty or on days off, so that such employees may be afforded every opportunity for required rest or to attend to their personal business before and after working hours or on a day off.

**Approved and current FMLA or other restrictions or accommodations shall not excuse an employee from performing required overtime unless such an exemption is specified in the approval letter and if an absence has received prior approval in ESS.**

**Employees may submit a request for an excused refusal for matters such as previously scheduled medical appointments, court orders, etc. if proper documentation can be provided. Requests must be submitted directly to and approved by Property Management's Office of Human Resources. ~~by the Director of People and Culture.~~ Refusal to Perform mandatory OT, notwithstanding a valid reason as described above, shall result in progressive discipline following the below schedule for all instances occurring within a 12-month rolling period, beginning with the 1st instance:**

- **1st Instance - Counseling**
- **2nd Instance - Written and Final Warning**
- **3rd Instance - 1-Day Suspension**
- **4th Instance - 3-Day Suspension**
- **5th Instance - 5-Day Suspension**
- **6th Instance - Termination of Employment**

Add a new section 6 [TA]

Add a NEW Section 6 to read:

Section 6. Rules Governing Work Out-of-Turn and Swapped Tours.

1. The out-of-turn shift must be worked before the employee is excused from the original shift. Employees shall work eight (8) hours and use those hours to defer a future shift as defined below. Under no circumstances shall the "swap-off" where the employee does not work, precede the "swap-on" shift where the employee does work.
2. The employee shall be paid only for the "swap-on" shift.
3. The out-of-turn shift must be on the same day, evening or overnight shift as the shift worked to defer it.
4. Out-of-Turn requests cannot result in the payment of overtime.
5. The out-of-turn shift must occur in the same pay period.
6. Work out-of-turn requests are subject to the Commissioner's (or their designee) approval in accordance with the Collective Bargaining Agreement.
7. The employee must sign in and out for hours actually worked and correctly note they were working a work out-of-turn by writing Work-Out-Of-Turn and identify the shift being substituted for in the remarks section of the Timesheet.

New Language

Section 6. Rules Governing Work Out-of-Turn and Swapped Tours

1. The out-of-turn shift must be worked before the employee is excused from the original shift. Employees shall work 8 hours and use those hours to defer a future shift as defined below. Under no circumstances shall the "swap-off" where the employee does not work, precede the "swap-on" shift, where the employee does work.
2. The employee shall be paid only for the "swap-on" shift.
3. The out-of-turn shift must be on the same day, evening, or overnight shift as the shift worked to defer it.
4. Out of Turn Requests cannot result in the payment of overtime.
5. The out-of-turn shift must occur in the same pay period.
6. Work-Out-Of-Turn Requests are subject to the Commissioner's (or their designee) approval in accordance with the Collective Bargaining Agreement.
7. The employee must sign in and out for hours actually worked and correctly note they were working a Work-Out-Of-Turn by writing Work-Out-Of-Turn



and identify the shift being substituted for in the Remarks section of the Timesheet.

Add NEW Section 7 to read:

Section 7. An employee's shift, squad or tour of duty may be changed, amended, or reassigned at the sole discretion of management due to departmental needs, provided notice is given at least 21 calendar days before the scheduled change goes into effect. If the Department anticipates that shift, squad, or tour of duty changes are required for multiple employees or tours, then changes shall be made based on the seniority of the eligible employees. Employees with less time in service with the Department shall be considered first.

#### **New Language**

Add a new Section 7

#### **Section 7.**

An employee's shift, squad, or tour of duty may be changed, amended, or re-assigned at the sole discretion of management due to departmental needs, provided notice is given twenty-one (21) calendar days before the scheduled change goes into effect. If the Department anticipates that shift, squad, or tour of duty changes are required for multiple employees or tours, then changes shall be made based on the seniority of the eligible employees. Employees with less time in service with the Department shall be considered first.

### **7. Article XV - COMPENSATION**

Amend Section 1. Salary Schedule

Effective the start of First Pay Period (FPP) following the below dates, increase the salary as follows:

- Effective First Pay Period (FPP) October 2023 - Salary Increase of 2%
- Effective First Pay Period (FPP) October 2024 - Salary Increase of 2%
- Effective First Pay Period (FPP) October 2025 - Salary Increase of 2%

Effective the start of FPP following the below dates, add to annual base wages as follows:

- Effective First Pay Period (FPP) January 2024 - Salary Increase of \$500

- Effective First Pay Period (FPP) January 2025 - Salary Increase of \$250
- Effective First Pay Period (FPP) January 2026 - Salary Increase of \$900

The above flat dollar increases to the wages will be added after the percentage increases each year and are increases to the annual salary.

Retroactive pay, if any, shall be limited to employees of the City on the date that the City Council funds this agreement and employees who retired from employment after June 30, 2023, and before City Council funding.

If state aid revenue decreases compared to the prior fiscal year at any point during **fiscal year 2026 only**, then the next scheduled base wage increase and base dollar amount increase will be delayed by one year from the scheduled date. However, all base wage increases and base dollar amount increases due under this agreement will be paid to employees prior to the expiration of the agreement. **The parties agree that this provision of the agreement shall lapse, expire and sunset on July 1, 2027.**

Delete Section 1B in its entirety (COVID language)

Remove the language "Entry" from Step 1 of the Salary Schedule

Add language stating, "The entry step of a new employee shall be determined at the sole discretion of Management during the hiring process, commensurate with experience, qualifications, education, and other departmental, operational, or recruiting needs."

Strike the following language:

~~"Service" as referred to in this Section 1 shall include all service as a covered employee in either the Real Property Department or the Public Facilities Commission (e.g., a security officer in the Real Property Department with 18 months of service who becomes a site officer in the Commission and has 12 months of service in such capacity, has 30 months of service for the purpose of Section 1 and would be at Step 4 of the weekly salary schedule for site officers)."~~

### **Weekend Differential**

Amend Section 2 to read:

Section 2. Weekend Differential. An employee who is regularly scheduled to work between the hours of 11 P.M. Friday to 7 A.M. Monday shall be paid a weekend differential of \$1.50 per hour for each hour of regularly scheduled work during such period, and this in addition to his regular

weekly salary effective 60 days from City Council funding. Weekend differential shall not be included in base pay for the purpose of computing overtime but shall be so included for the purpose of determining vacation pay, sick leave, workers compensation leave and holiday pay, and shall be considered as regular compensation for pension/retirement purposes.

### **Redline**

#### **Amend**

Section 2. Weekend Differential. An employee who is regularly scheduled to work between the hours of 11 P.M. Friday to 7 A.M. Monday shall be paid a weekend differential of [~~\$1.25~~] \$1.50 per hour for each hour of regularly scheduled work during such period, and this in addition to his regular weekly salary effective 60 days from City Council funding. Weekend differential shall not be included in base pay for the purpose of computing overtime but shall be so included for the purpose of determining vacation pay, sick leave, workers compensation leave and holiday pay, and shall be considered as regular compensation for pension/retirement purposes.

## **8. ARTICLE XVII. PAYING DETAILS**

ARTICLE XVII – PAYING DETAILS Amend Section 2 to read:

Section 2. Detail Rates. Effective within 30 days after City Council funding of this agreement, the paid detail rate will increase to \$40.00 per hour. MPPA officers performing details for an outside entity shall be paid at the rate of the outside entity.

Delete Section 3 in its entirety, to read:

Section 3. This section is intentionally left blank

### **Redline**

Delete Section 3 and leave the section blank.

~~Section 3. Detail Procedure Committee. A Detail Procedure Committee, consisting of the Manager of Security and the Director of Security and the Board of Officers of the Association, shall meet on an ongoing monthly basis to establish procedures governing the fair and equitable distribution of details, as provided in Section 1 of this Article, provided, however, the failure of agreement on such procedures shall not affect, in any manner or way, the requirement that all details shall be distributed to employees, within said Department and Commission, on a fair and equitable basis, and shall be posted and averaged as provided in Section 1.~~

## **9. ARTICLE XVIII. UNIFORMS AND EQUIPMENT**

Section 1, first paragraph to read:

Section 1. Uniforms/Clothing. Effective July 1, 2024, each employee shall receive an annual uniform/clothing allowance of seven hundred twenty five (\$725) dollars, in two (2) cash installments. The first such installment of \$362.50 to be paid to each employee prior to the second payday in July of each year, and the second such installment of \$362.50 to be paid to each employee prior to the second pay day in December of each year.

Amend Section 2 to remove the second paragraph. The section shall read:

Section 2. Equipment. The City shall, at its expense, furnish employees covered by this Agreement with and replace equipment as needed, as determined by the operating needs of the City.

Amend Section 3 to read:

Section 3. All employees, upon retirement, resignation or termination of their employment with the Department shall return all equipment which has been issued to them and which they were using on a daily basis in the performance of duty at the time of their retirement, resignation or termination of employment.

Amend language:

Section 1.

During an employee's probationary period the ~~Commission~~/Property Management Department shall provide probationary employees with uniforms according to the current practice. An employee after completing his/her probationary period shall be entitled to the cash uniform allowance referred to above. Effective upon execution of this Agreement, all employees who retire, resign or are terminated within their first (1st) year of employment with the City shall return all Department/~~Commission~~ issued uniforms. Employees agree to comply with Department/~~Commission~~ regulations on proper dress and the Association will cooperate in effecting such compliance.

Section 2. Equipment. The City shall, at its expense, furnish employees covered by this Agreement with and replace equipment as needed, as determined by the operating needs of the City.

Section 3. All employees, upon retirement, resignation or termination of their employment with the ~~Commission~~/Department shall return all equipment which has been issued to them and which they were using on a daily basis in the performance of duty at the time of their retirement, resignation or termination of employment.

## **10. ARTICLE XIX [TA]**

Amend Section 4 to read:

Section 4. The Union agrees to accept the City of Boston's Bereavement Leave Policy (revised June 14, 2024) to be effective ninety (90) days from City Council funding.

**Redline**

Section 4. Delete current language and replace with the following:

~~Bereavement Leave. In the event of the death of a spouse, father, father-in-law, mother, mother-in-law, brother, sister, child, brother-in-law, sister-in-law or member of the employee's immediate household (for a period of six (6) months or more) an employee who has completed six months of continuous actual service and who is in active service at the time of such death, shall be entitled to receive five (5) working days' leave without loss of pay for the purpose of bereavement.~~

~~In the event of the death of a grandparent or grandchild, such employee shall be entitled to receive three (3) working days' leave without loss of pay for the purpose of bereavement.~~

~~In the event of the death of a niece, nephew, aunt or uncle, such employee shall be entitled to receive one (1) working day's leave without loss of pay for the purpose of bereavement.~~

~~An employee with less than six (6) months of service shall be entitled to this time off without pay for the purpose of bereavement.~~

~~Leave without loss of pay under thi<sup>13</sup> paragraph shall not be deducted from sick leave or vacation leave. An employee with less than six (6) months of service shall be entitled to this ti.me off without pay for the purpose of bereavement. If an employee requires additional leave for bereavement purposes, leave for such purposes shall be deducted from sick leave allowance, if any.~~

~~If sick leave is used for any bereavement purposes described in this Section, it shall not be considered as sick leave for City purposes of monitoring sick leave usage.~~

The Union agrees to accept the City of Boston's Bereavement Leave Policy [revised June 14, 2024] to be effective ninety (90) days from City Council funding.

## **11. ARTICLE XXVI. MISCELLANEOUS [TA]**

Amend Section 14 to read:

### **Section 14. Technology**

To improve the Department's deployment and supervision of personnel, to decrease incident service response times, to protect its property and increase employee safety, the City intends to utilize technology. The City shall provide the Union with written notice thirty (30) calendar days prior to such utilization. Perceived changes in job duties related to new technology are not a basis for reclassification.

### **Redline**

#### **Section 14. GPS Technology**

To improve the Department's deployment and supervision of personnel, to decrease incident service response times, to protect its property and increase employee safety, the City intends to ~~install~~ utilize GPS or other similar technology on its equipment and vehicles. ~~By making this proposal, the City offers to bargain about the impacts, if any, resulting from its decision to implement such technology. The Association waives its right to bargain over the City's decision and any impacts associated with such decision to introduce, replace, or eliminate technology, unless the new technology results in job loss or wage reduction for any member of the bargaining unit.~~ The City shall also provide the Union with written notice thirty (30) calendar days prior to such utilization installation. In its written notice to the Union, the City shall identify the types of equipment and types of vehicles within which it intends to install GPS technology. Perceived changes in job duties related to new technology are not a basis for reclassification.

## **12. Housekeeping**

The parties agree to produce and continue to keep an integrated contract for each contract period.


This three-year agreement is subject to the following:

1. The Union has ratified this Agreement covering the period from July 1, 2023 through June 30, 2026; and
2. The Mayor has approved this Agreement covering the period from July 1, 2023 through June 30, 2026; and
3. The Boston City Council has voted to fund this Agreement covering the period from July 1, 2023 through June 30, 2026.

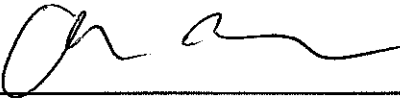
In witness hereof, the City of Boston and NEPBA, Local 173 have caused the Agreement to be signed, executed and delivered on the 9th day of December, 2024.

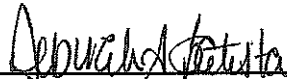
CITY OF BOSTON

NEPBA, Local 173

  
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Mayor Michelle Wu

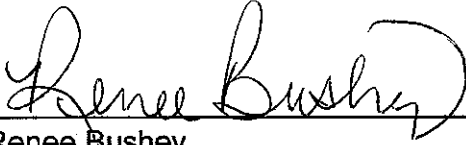
Patrick DiCarlo  
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Patrick DiCarlo

  
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Alex Lawrence  
Chief People Officer

  
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Deborah Batista, Esq.  
Executive Vice President

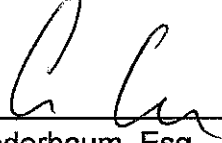
  
\_\_\_\_\_  
Ashley Groffenberger  
Chief Financial Officer

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Renee Bushey  
Director, Labor Relations

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Approved as to form:

  
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Adam Cederbaum, Esq.  
Corporation Counsel