

**TENTATIVE MOA - SUBJECT TO RATIFICATION AND FUNDING
CITY OF BOSTON
AND
BOSTON POLICE DETECTIVE BENEVOLENT SOCIETY**

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

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

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

Article XXIII – 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, replace Art. XXIII, Sec. 9, Cumulative Risk Enhancement, and eliminate all cumulative risk enhancement adjustments pursuant to JLMC No. 12 - 2078 with the following:

Section 9. 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 FPP July 2024 and thereafter, the Transitional Career Awards Program weekly entitlement for every employee in the rank of police officer holding a detective rating 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 detectives maximum weekly salary, detectives maximum weekly night differential and detectives 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 25-year career nights is the maximum weekly salary, maximum weekly night differential, and maximum weekly hazardous duty pay for detectives 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. VI, Sec. 2 with the following:

The members of the Society Bargaining Committee, not to exceed five (5) 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 supplements thereto. Society officers, shift representatives, and bargaining committee members, not to exceed two (2) in any instance, Monday through Friday, shall be granted leave of absence without loss of pay or benefits for time required to discuss and process grievances or incidents which could lead to grievances, with the employer or others involved, and to attend all "standing committee" meetings with the City as provided in Article XIV, 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, shift representatives, and bargaining committee members who work with any night platoon shall have their hours of schedule of work accordingly adjusted to effectuate the purposes of this section.

Detectives covered by Section 2 shall not be compensated in any manner 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, arbitrations, mediators, representatives of labor relations and labor and employment agencies who request their attendance. Detectives attending such meetings on a non-working day when the activity cannot be rescheduled shall receive a minimum of four (4) hours compensatory time, and after that shall receive compensatory time on an hour for hour basis.

Replace Art. VI, Sec. 5 with the following:

Society officers, shift representatives, and Bargaining Committee members, up to a maximum of four (4) in any one instance, shall be granted leave of absence, without pay but with no loss of benefits, if they so request, to attend meetings of the City council of the City of Boston, the General court or other public body.

Replace Art. XXII, Sec. 1 with the following:

Both Parties to this Agreement shall cooperate in the enforcement of Safety rules and regulations. Complaints with respect to unsafe or unhealthy working conditions shall be brought immediately to the attention of an employee's superior officers and shall be a subject of grievance hereunder.

The City and the Society shall establish a joint Safety committee consisting of not more than two (2) representatives of each party for the purpose of promoting sound safety practices and rules.

The parties agree that in situations where there is a dispute regarding a Detective'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 parties agree that Detectives will no longer have to go through the administrative process of the Massachusetts Board of Higher Education to participate in Article XXIV, Section 1's educational incentive plan. Any detective currently receiving benefits pursuant to the Quinn Bill will continue to receive such benefits. Any 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 Master's or 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 Detectives currently receive under Article XXIV. Officers 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.

Art. VIII, Add Section 2: For the offenses listed below, if a detective is indicted or has had charges sustained through Internal Affairs and upheld at the trial board or appointing authority hearing, the discipline shall not be subject to the grievance and arbitration language of the collective bargaining agreement.

This language relates solely to the contractual grievance and arbitration language and not appeals to the Civil Service Commission

LIST OF OFFENSES

- Indecent assault and battery on child under age of 14
- Assault and battery to collect loan
- Indecent assault and battery on a person with an intellectual disability
- Felony for hire
- Wanton or reckless behavior creating a risk of serious bodily injury or sexual abuse to a child; duty to act
- Mayhem
- Assault; intent to murder or maim
- Attempt to murder
- Murder
- Armed robbery
- Assault with intent to rob or murder
- Use of firearms while committing a felony
- Stealing by confining or putting in fear
- Rape
- Rape of child
- Rape of a child during commission of certain offenses or by use of force
- Rape of a child through use of force by certain previously convicted offenders
- Rape and abuse of child
- Rape and abuse of child aggravated by age difference between defendant and victim or by when committed by mandated reporters
- Rape and abuse of child by certain previously convicted offenders
- Assault with intent to commit rape
- Assault of child; intent to commit rape
- Extortion
- Kidnapping; weapons; child under age 16
- Drug Trafficking

- Drugging persons for kidnapping
- Enticement of child under age 18 to engage in prostitution, human trafficking or commercial sexual activity
- Hate crimes (MGL c. 22C s. 32)
- Hate crimes involving assault or battery for purpose of intimidation; weapons; punishment (MGL c. 265 s. 39)

Both the Employer and the Union retain all legal and contractual rights with respect to offenses not set forth above.

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 and the establishment, implementation, or creation of a central lock up / central booking facility.

The parties acknowledge that 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 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 Detective is not entitled to court time pay.

Add to the end of Article XV 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 90 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).

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

- a) Type 1 details will be filled first. All Detectives 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 detail. Detectives 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 job will be offered to Detectives assigned in the Area where the detail is located. Offers shall be made in order of detail hours worked, beginning with the employee holding the civil service rank of patrol officer 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 Details are filled or the Area Detail List is exhausted. The same Process will be used for Type 2 Details until the list is exhausted.
- c) In the event that the Area Detail List is exhausted before all Type 1 Details are filled, the Type 1 Details shall be offered using the Process to civil service patrol officers assigned to "Area F" until all Type 1 Details are filled or the "Area F" Detail List is exhausted.
- d) A supervisor shall not be offered any Detail until all those holding the civil service rank of patrol officer are offered the opportunity first.
- e) 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.
- f) 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.
- 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 Detectives holding the civil service rank of patrol officer who are available will get offered the jobs prior to anybody else in the hierarchy, including any supervisor. No other individuals will be eligible to perform Paid Details in the City of Boston.

Detectives who accept a detail but later reject it ("Kick In") because they become unavailable must advise the Paid Details Unit as soon as practicable. Detectives 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 Detective cannot work a detail until Saturday morning 7AM). Detectives with excessive or unreasonable kicked in details will be disciplined as defined in the 2006 Guidelines.

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

Type 1 Details shall be compensated at the "strike rate" currently calculated as the overtime rate of a patrol officer with 25 years of service, or whichever officer has the highest overtime rate, exclusive of specialty differentials). All other Details shall be compensated at a rate of \$60. 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, Detectives cannot take another detail assignment during the period for which they are already being compensated. This supersedes Art. XII(h)(2).

Conditional upon ratification and funding, the City/Department will endeavor to increase the detail rate to \$60 for paid police details beginning at 12AM on March 2, 2024, but in no event later than for details that begin at 12AM on March 16, 2024.

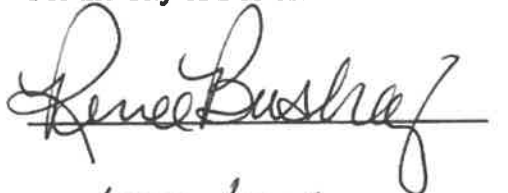
Anything not covered by this agreement will follow already existing procedures and the current practice for assignment of overtime and details.

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:
D-003-23 (Paid Details)
MUP-22-9502 (Contract Negotiations)


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

For the City of Boston


2/27/24

Dated:

Boston Police Detective Benevolent Society


2/27/24

Dated: