

**CITY'S OFF-THE-RECORD PROPOSAL
FOR COLLECTIVE BARGAINING with the
NEW ENGLAND POLICE BENEVOLENT ASSOCIATION, INC., LOCAL 174**

September 21, 2023

The City's off-the-record proposal must be accepted as a whole. That is, each term of this proposal is subject to agreement on the entire package. In making its proposals, the City is not waiving any rights it has to implement any or all of the proposals contained herein. Moreover, this off-the-record proposal is without prejudice to the City's position at main table negotiations with the Union.

TENTATIVE AGREEMENT

Subject to ratification and approval.

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 Municipal Police Superior Officers' Association (MPSOA). This MOA supplements and amends the Collective Bargaining Agreement effective July 1, 2017 to June 30, 2020. Except as expressly provided below, the parties agree that the terms and provisions of their collective bargaining agreement effective July 1, 2017 through June 30, 2020 shall be extended without modification for the period commencing on July 1, 2020 and ending on June 30, 2023.

1. **Agreement**

Amend

Delete "Municipal Police Superior Officers Association, Massachusetts Coalition of Police, AFL-CIO, Local 212" and replacing it with "New England Police Benevolent Association, Inc., Local 174, hereinafter called the "Association" or "NEPBA"."

2. Article XIX - Paving Details

Amend Section 2

Increase the paid detail rate to forty-five dollars (\$45).

No retro pay. Increase effective post ratification and 30 days after funding by City Council.



3. Article XX - Holidays

Amend Section 1

Include Juneteenth and change Columbus Day to Indigenous Peoples Day.

4. Article XXVI - Miscellaneous

Add New Section 16

Wellness Days: On a one-time only, non-precedent setting basis, the City will award two (2) Wellness Days for use during calendar year 2023 to regular full-time active status Union members hired before the execution of this Agreement. These two (2) Wellness Days must be taken in full shift increments. No employee is allowed to work overtime on a day they are using a Wellness Day. This benefit is awarded on a "one-time basis" for calendar year 2023, and will expire on December 31, 2023, and does not establish precedent or practice. These Wellness days shall not carry over into Calendar Year 2024 under any circumstances; nonuse of any or all of these days shall not entitle an employee to any extra leave or compensation on the basis of nonuse and is not subject to any annual buy back, rollover or severance.

5. **Article XXVI - Miscellaneous**

Add New Section 17

“UNION BUSINESS

Subject to the operating needs of the department/commission, as determined by the Commissioner of Property Management or their designee(s), a leave of absence without loss of wages, benefits or other privileges may be granted to one (1) elected officer of the Association to attend New England PBA (NEPBA) quarterly business meetings, trainings, or conventions. Such leave shall not exceed four (4) shifts per year. Written notice will be given to the Commissioner or her/his/their designee at least two (2) weeks prior to said meetings. These days shall not be carried over from year to year.”

6. **Article XXVII - Compensation**

Amend Section 1(a) to provide the following base wage increases:

- Effective the first pay period of October 2020 - All Employees will receive a 2 percent pay increase.
- Effective the first pay period of October 2021 - All Employees will receive a 1.5 percent pay increase.
- Effective the first pay period of October 2022 - All Employees will receive a 2 percent pay increase.

Retroactive pay shall be limited to employees of the City on the date that the Union ratifies this Memorandum of Agreement. Employees who separated from employment for any reason prior to the date the Union ratifies this Memorandum of Agreement shall not be eligible for retroactive pay.

Add Section 1(b)

In recognition for the hard work during the COVID-19 pandemic, bargaining unit members employed on the date of this Memorandum of Agreement is funded by the City Council shall receive a one-time lump sum payment of one thousand Dollars (\$1,000.00), minus standard deductions, effectuated within ninety days from City Council Funding. Eligible Employees are those who were employees on June 30, 2022 and who are still employees in the bargaining unit on the date that the Union ratifies this Memorandum of Agreement.

Amend Section 3 - Night Differential

Increase the hourly night differential in Section 3, from one dollar (\$1.00) to one dollar and fifty cents (\$1.50) effective the first pay period of May of 2023.

Eligible Employees are those who were employees on the first pay period of May of 2023 and who are still employees in the bargaining unit on the date that the Union ratifies this Memorandum of Agreement.

7. Article XXVIII - Duration of Agreement

Amend

The dates contained in Article XXVIII to reflect a three (3) year contract with a duration from July 1, 2020 through June 30, 2023.

8. Military Leave Policy

The Union acknowledges and agrees the City of Boston has met any and all bargaining obligations regarding the 2021 Military Leave policy.

9. Paid Parental Leave

Every bargaining unit member shall be granted parental leave consistent with the City of Boston's Parental Leave Policy. 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.

10. MPS Policy Manual

The Union acknowledges and agrees the City of Boston has met any and all bargaining obligations regarding the revised MPS Policy Manual.

11. Housekeeping

- a. The parties agree to work collaboratively to integrate the previous contract and MOAs into an integrated contract that include the terms above.
- b. The parties agree to begin negotiating a successor contract prior to October 31, 2023.

