

TENTATIVE AGREEMENT
by and between the
BOSTON POLICE DETECTIVES' BENEVOLENT SOCIETY, FORENSIC GROUP
and the
CITY OF BOSTON

On December 11, 2024, the parties reached a tentative agreement subject to ratification by the Boston Police Detectives Benevolent Society, Forensic Group (Union) and approval by the Mayor and the Boston City Council of two successive collective bargaining agreements set forth herein below. These agreements are the product of successor collective bargaining to the October 1, 2020 to September 30, 2023 agreement between the City of Boston (City) and the Union. These agreements are effective October 1, 2023 through September 30, 2026 and October 1, 2026 to September 30, 2027. These agreements shall not take effect unless and until they are ratified by the Union membership, approved by the Mayor of Boston, and funded by the Boston City Council.

MOA # 1

MEMORANDUM OF AGREEMENT

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 Boston Police Benevolent Society - Forensics Group (Union). This MOA supplements and amends the Collective Bargaining Agreement effective October 1, 2020 to September 30, 2023. Except as expressly provided below, the parties agree that the terms and provisions of their collective bargaining agreement effective October 1, 2020 through September 30, 2023 shall be extended without modification for the period commencing on October 1, 2023 and ending on September 30, 2026.

1. Article 24, Duration

Amend Article 24 to reflect a three-year CBA effective October 1, 2023 through September 30, 2026.

2. Article 20, Compensation

1. The following provisions apply to Section 1 (Base wage).

Effective the first pay period (FPP) in January 2025 or 30 days after the date on which the Boston City Council funds the Agreement, whichever is later, the compensations grades have been updated and the new grades are attached in Appendix A. Employees will be placed at the grade/step outlined in the Appendix B.

2. Apply the following base wage increase:

Effective the FPP in January, 2026 → 2 % increase.

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

January 2026 → \$900.00

The above flat dollar increase to the wages will be added after the percentage increase and is an increase to the annual salary.

Retroactive pay shall be limited to employees of the city on the date the City Council votes to fund this Memorandum of Agreement. Employees who separated from employment for any reason prior to the date of City Council finding shall not be eligible for retroactive pay, except for employees who retired after, but not including on September 30, 2023.

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 up to one year from the scheduled date. However, all base wage increases and base dollar amount increases due under this agreement will have an effective date prior to the expiration of the

agreement. The parties agree that this provision of the agreement shall lapse, expire and sunset on October 1, 2027.

3. Delete Section 1A (one-time lump sum payment from 2020-2023 CBA).

3. Sick Leave – allow during probationary period.

ARTICLE 16 - SICK LEAVE AND PERSONAL DAYS

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, without loss of pay, for absence caused by illness or by injury or exposure to contagious disease or by the serious illness or death of a member of the employee's immediate family or by illness or disability arising out of or caused by pregnancy or childbirth. Effective within 90 days of City Council funding, probationary employees will be entitled to use this benefit.

4. Bereavement – allow during probationary period.

ARTICLE 17 – OTHER LEAVES OF ABSENCE

Within 90 days from the date of City Council funding, eliminate the existing language of Section 4 (Bereavement Leave) and replace it with the following:

“An employee who is in active service at the time of death shall be granted bereavement leave as outlined in the City of Boston Bereavement Leave Policy. Any additional leave shall run concurrently with other applicable leaves of absence.”

5. Probationary period – Expand to 12 months and clarify that when probationary employees utilize paid leave, it extends their probationary period.

ARTICLE 6 - DISCIPLINE AND DISCHARGE

Effective within 90 days after City Council funding of this Agreement, add a new second sentence to Section 1 as follows:

No employee who has completed ~~six~~ twelve months of actual work shall be disciplined, suspended, or discharged except for just cause. Any period or periods during the employee's first ~~six~~ twelve (612) months of service for which an employee does not work (including as little as one day), or any period or periods during the employee's first ~~six~~ twelve (612) months of service for which an employee uses paid time off, shall extend the probationary period by that amount of time. An employee who appeals his/her suspension or discharge under Civil Service law, retirement law, or any other statutory appeal procedure shall not have access for such grievance under the contract grievance and arbitration procedure. When an employee who is eligible to appeal his/her grievance under Civil Service law or otherwise under the preceding sentence elects to proceed under the grievance and arbitration procedure with the Union's approval, such dispute may be processed under the contract grievance and arbitration procedure, in which case the contract grievance and arbitration procedure shall be the exclusive procedure for resolving such grievance in accordance

with M.G.L. c. 150E § 8.

In the event of group discipline arising out of the same incident, the dispute shall be processed under the contract grievance and arbitration procedure only for those employees who sign the grievance.

Employees shall serve a six-month promotional probationary period upon promotion to Criminalist V. The Department may return a promoted Criminalist V to a Criminalist IV position during the six-month promotional probationary period.

6. Performance evaluation – City may change the evaluation form with 30-days’ notice.

ARTICLE 19 – MISCELLANEOUS

Add the following at the end of Section 16.

Should the City wish to change or eliminate the performance evaluation forms, it will provide the Union with thirty (30) days’ notice. The Union acknowledges the City has satisfied any and all bargaining obligations that may exist pursuant to M.G.L. c. 150E or otherwise regarding the City’s performance evaluation forms and that it waives any additional impact bargaining requirements.

7. Technology and Assets – provide that the City may introduce technology with 30 days’ notice to the Union as follows:

In Article 19 (Miscellaneous), add a new Section 17 as follows:

“The City may implement technology resources and modernize its business processes to replace non-existing or obsolete systems and devices. The City will give the Union thirty (30) days’ notice of technology changes. As stated in Article 20, § 3, perceived changes in job duties related to new technology are not a basis for reclassification.”

8. Personal leave – 48 hours’ notice except in emergencies.

ARTICLE 16 - SICK LEAVE AND PERSONAL DAYS

Amend the third paragraph of Section 11 as follows:

Employees shall provide 48-hours’ notice when requesting personal leave. Where personal days are of an emergency nature, notification of such request shall be made within the first hour of scheduled work, or in the case of a 24-hour operation, within one hour prior to the start of an employees work shift. The Appointing Authority in his/her discretion may authorize a personal day with less notice required by this section.

9. Agency service fee

In light of Janus v. AFSCME, strike the title and language of Article 4 ("Payroll deduction of agency service fee") except for Article 4 § 2 and replace with "This Article intentionally left blank." Move section 2 of Article 4 to Article 3.

10. In Article 8 (Management's Rights), add Section 3 as follows:

ARTICLE 5 - MANAGEMENT RIGHTS

CURRENT LANGUAGE –

Section 1. Subject to the express provisions of this Agreement, the Municipal Employer shall not be deemed to be limited in any way by this Agreement in the performance of the regular and customary functions of municipal management, and reserves and retains all powers, authority and prerogatives including, without limitation, the exclusive right of the appointing authority to issue reasonable rules and regulations governing the conduct of his/her department.

Section 2. Subcontract Clause. The City reserves and retains the right to contract out work or subcontract out work. Pursuant to the exercise of such right, no employee shall be laid off if there is available work in the same position or in a similar position which he/she is qualified to fill and is eligible to fill under Civil Service law and rules.

NEW –

Section 3. The Municipal Employer, subject to the express and specific provisions of this Agreement including but not limited to just cause and all other provisions contained within this Agreement, reserves and retains the exclusive right to hire, promote, assign, transfer, suspend, discipline, discharge, lay off and recall personnel; to establish, create, revise and implement reasonable work rules and regulations including performance evaluations and the criterion upon which bargaining unit members shall be evaluated which shall be used to determine promotions, demotions, layoffs, compensation, and discipline and discharge; to reorganize the forensics unit in whole or in part, to determine the operation and direction of the affairs of the unit in all its various aspects, to require bargaining unit members to assist the Appointing Authority/designee in the conduct of performance evaluations of those employees supervised by bargaining unit employees whether these employees are members of this or any other bargaining unit; to establish positions and job descriptions and the classifications thereof; to reclassify existing positions based on assigned duties and responsibilities, or make changes in assigned duties and responsibilities; to schedule work as require; to study and use, introduce, install new or improved methods, systems, facilities and/or equipment; to determine methods, processes and procedures by which work is to be performed; to subcontract out work where the purpose is not to undermine the bargaining unit, to schedule and assign work; and in all respects to carry out the ordinary and customary functions of municipal management.

11. Replace the language of Article 20, § 3 (Compensation Grade Appeal) with the following:

New Section 3: The City and the Union shall follow a prescribed process for review of Compensation Grade Appeals (CGA).

The procedure set forth in this section shall be the exclusive procedure for changing the compensation grade for any position that this Agreement covers. Specifically, an arbitrator is without authority to change the grade of a position through a grievance citing Article 12 (Temporary Service in a Lower or Higher Position and Promotions).

The Union agrees that any position for which an appeal is made was properly graded on the effective date of this Agreement. In considering an appeal, the City shall not examine changes in the job content in the position for which the appeal is claimed that occurred prior to the effective date of this Agreement. Rather, the review shall be restricted to a review on the issue of whether, after the effective date of this Agreement, there was a fundamental, substantial, and permanent change in the job content of said position that could have the effect of changing its compensation grade. To warrant an upgrade, the employee must demonstrate that they actually perform a majority of the higher graded job functions listed in the higher graded job description the majority of the time. The review shall not consider perceived changes in job duties related to new technology, state or federal mandates, and/or to increases in the volume of work or duties. Further, the review shall not consider whether other employees in the higher graded job actually perform the duties listed in the higher graded job description.

The procedure:

1. The Union shall submit a completed CGA application on behalf of a member(s) to the Office of Labor Relations (OLR). Incomplete applications shall be returned to the Union.
2. OLR shall forward the application to OHR Classification and Compensation Unit and to the employee's Department not more than 5 calendar days after receipt.
3. OHR Classification and Compensation Unit staff shall review the application and will reach out to the department and/or the union for additional information. Applications that meet the standard for upgrading a position shall be granted. Applications that do not meet the standard for upgrading a position shall be denied and returned to the Union. OHR Classification and Compensation Unit shall complete this review and OLR will notify the Union within 60 days from receipt.
4. Within twenty calendar days of receipt of OHR's denial of a CGA, the Union may request in writing a review before the City's Director of Human Resources or her/his/their designee.
5. Upon receipt of the Union's request, the Director of Human Resources or her/his/their designee shall offer to schedule a date for the review within 7 days. The Union must cooperate in the scheduling of the review or else the review will not be held and the application will be denied. The review shall occur within 90 days of receipt of the Union's request for a review.

6. After the review, the Director of Human Resources may either grant or deny the CGA. The Director's review of the CGA shall be completed and a decision issued within 90 days of receipt of the request from the Union.
7. Should the Director of Human Resources deny a CGA after review, the Union may file a grievance in accordance with Article VII Grievance Procedure.
8. In any arbitration under this Section, the Arbitrator will be limited to the question of whether or not the City was arbitrary or capricious in its determinations the CGA did not meet the standard for upgrading a position.
9. An arbitrator is without authority to award any remedy for any period of time predating the date that the Union submitted the completed CGA application.

This section replaces any prior Collective Bargaining Agreement, Supplemental Agreements, Side Letters to the Collective Bargaining Agreement, Settlement Agreements, Memoranda of Agreement, Memoranda of Understanding, policies, or by practice, related to this issue.

12. On Call System

Amend Article 20, Section 7 as follows:

Section 7. On Call –

- a. The Department shall implement ~~two one on-call list after reorganizing~~ Latent Print On-Call List and Crime Lab On-Call List. All qualified Criminalists in the Latent Print Unit and Crime Lab Unit, as determined in the sole discretion of the appropriate Unit Director or his/her designee, shall be placed on the respective on-call list. All qualified Criminalists shall be placed on the on-call list. A qualified Criminalist is a Criminalist who has successfully completed the applicable unit training program and has been authorized to perform Crime Scene processing. The Department, in its sole discretion, may discontinue either the on-call list with thirty (30) days' notice to the Union or may temporarily suspend either the on-call list, or, based on the operational needs of the Division, temporarily remove a discipline of the Forensics Division from the on-call list -with ten (10) days' notice to the Union.
- b. Each on-call list shall be rotated on a regular basis with the person at the top of the list assigned to be the person "on-call" for that Unit.
- c. Each on-call assignment will be for a period of seven consecutive days or less, as determined by the Department for the respective discipline.
- d. If the assigned on-call employee is unable to perform the on-call assignment for the entirety of his/her scheduled on-call period, he/she shall provide written notice to the appropriate Unit Director or his/her designee at least seven (7) days prior to the beginning of the on-call assignment with the reason(s) that he/she requests to be excused. In order for the employee to be excused from his/her on-call assignment, the employee must find another employee on the same on-call list to cover the entirety of the on-call period at issue. This

can be done through a swap. If an employee fails to adhere to the requirements detailed in this paragraph, the employee may be disciplined. Only the employee who actually performs the entire on-call assignment shall be compensated as outlined in Paragraph f.

- i. If a competent Criminalist is unable to perform crime scene response functions due to extenuating circumstances, the Criminalist may submit a written request to a panel of Directors of the Forensics Division. The panel of Directors shall have the discretion to approve the request and determine the period of time for which removal is appropriate.

d.e. The assigned on-call employee must adhere to the following:

- i. The assigned on-call employee must respond within fifteen (15) minutes to a call/text/email or any other form of communication. If he/she fails to respond within (15) minutes or fails to respond at all, the appropriate Unit Director has the sole discretion to require the assigned on-call employee to submit, within one working day, a written explanation for why he/she did not respond as required, and the employee may be disciplined.
- ii. If the assigned on-call employee must respond to a crime scene, he/she must arrive at the scene within one (1) hour from receipt of notification unless there are extenuating circumstances. If he/she fails to respond within one (1) hour or fails to respond at all, the appropriate Unit Director has the sole discretion to require the assigned on-call employee to submit, within one working day, a written explanation for why he/she did not respond as required, and the employee may be disciplined.

e.f. Effective the first full on-call period following funding by the City Council [DATE], the assigned on-call employee and only the assigned on-call employee will be compensated two-hundred dollars {\$200) per week upon the successful completion of the on-call assignment. In addition, if the assigned on-call employee must respond at a crime scene he/she shall receive overtime for hours actually worked.

f.g. The assigned on-call employee shall assess the need for additional Criminalists to respond to a crime scene and shall contact such additional Criminalists to respond to the scene. Such additional Criminalists are expected to respond within one (1) hour. Nothing herein shall impact the Department's ability to ensure public safety needs are met, including requiring additional Criminalists to respond to a crime scene outside the employees' regular hours of work. A Criminalist required to respond to a crime scene who is not the Criminalist assigned to be on-call shall be compensated consistent with Article 11 of this Agreement and shall not receive any additional on-call stipend, allowance, compensation, etc.

- 13. The City/Department has met all Chapter 150E obligations with respect to a reorganization of the Forensic Division, including but not limited to de-segmenting individual units / scientific disciplines; increasing cross training; assigning qualified employees work related

to any scientific discipline based on operational need at any given time; and organization of Criminalist V roles.

13. Technical Lead Differential

Add the following to the end of Article 20 (Compensation) Section 8 (Specialty Differential).

Effective within 45 days of City Council Funding, the Department will designate one Criminalist IV position as a Technical Lead for each of the four scientific disciplines. The Technical Lead shall receive fifty dollars (\$50.00) per week in addition to their regular rate of pay.

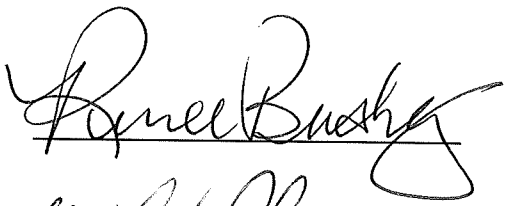
14. One Time Lump Sum


Effective within 30 days of City Council funding, each member in the bargaining unit at the time of City Council funding will receive a one-time flat dollar amount of \$750.00.


In witness hereof,

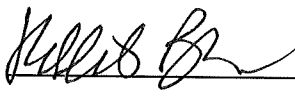
CITY OF BOSTON


BOSTON POLICE DETECTIVES'
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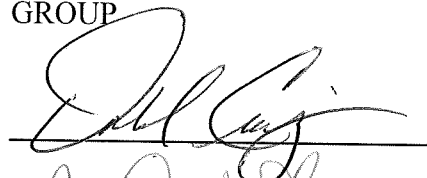











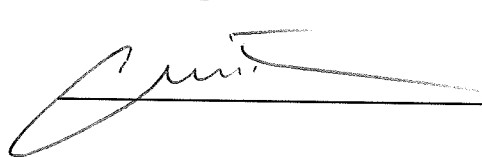












MOA # 2

MEMORANDUM OF AGREEMENT

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 Boston Police Benevolent Society - Forensics Group (Union). This MOA supplements and amends the Collective Bargaining Agreement effective October 1, 2023 to September 30, 2026. Except as expressly provided below, the parties agree that the terms and provisions of their collective bargaining agreement effective October 1, 2023 through September 30, 2026 shall be extended without modification for the period commencing on October 1, 2026 and ending on September 30, 2027.

1. Article 24, Duration

Amend Article 24 to reflect a three-year CBA effective October 1, 2026 through September 30, 2027.

2. Article 20, Compensation

In Section 1, apply the following increase:

Effective the FPP in January, 2027 → 2 % increase.

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

January 2027 → \$800.00.

The above flat dollar increase to the wages will be added after the percentage increase and is an increase to the annual salary

Retroactive pay shall be limited to employees of the city on the date the City Council votes to fund this Memorandum of Agreement. Employees who separated from employment for any reason prior to the date of City Council finding shall not be eligible for retroactive pay, except for employees who retired after, but not including on September 30, 2023.

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 up to one year from the scheduled date. However, all base wage increases and base dollar amount increases due under this agreement will have an effective date prior to the expiration of the agreement. The parties agree that this provision of the agreement shall lapse, expire and sunset on October 1, 2027.

In witness hereof,

CITY OF BOSTON

Renee Baskin

M. D. Hill

Rachel Camper

Michael Bort

T. Hill

A. J. C.

BOSTON POLICE DETECTIVES'
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Paul Cj

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Diana Beez

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C. Hill