

**City of Boston's off the Record Proposals for the
Boston Police Detective Benevolent Society - SO
April 6, 2026**

The City reserves the right to modify, add to, and withdraw these proposals in whole or in part.

1. Paid Detail Amendments

Amend Article XIV Section 7 as follows:

Section 7.

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 and clerical overtime functions. 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 and overtime. 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. 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. Details will be scheduled to conform to the contractual shifts (Day (7:30AM-4PM), First Half (4PM-11:45PM), and Last Half (11:45PM-7:30AM)).

Detail pay may overlap with regular shift pay by a maximum of two hours. A Detective may accept a detail scheduled to begin up to two hours prior to the end of his or her regular shift or end within two 2 hours after the start of his or her regular shift. Detail pay shall not overlap with other detail pay.

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);
- c) The following parking garages: Clarendon Street Garage, North Station Garage, Garden (Alcott) Garage, International Place Garage, 125 High Street Garage.
- d) All details requiring a supervisor.

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

- a) Type 1 details will be filled first. All superior officers 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 supervisory detail. Superior officers 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 supervisory job will be offered to Superior Officers assigned in the Area where the detail is located. Superior offers shall be made in order of detail hours worked, beginning with the superior officers 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 supervisory Details are filled or the Area Detail List is exhausted.
- c) In the event that the Area Detail List is exhausted before all Type 1 supervisory Details are filled, the Type 1 supervisory Details shall be offered using the Process to superior officers assigned to "Area F" until all Type 1 supervisory Details are filled or the "Area F" Detail List is exhausted.
- d) Superior Officers can make themselves available for a detail not requiring a supervisor four days in advance. A Superior Officer shall not be offered any detail until all patrol officers are offered the opportunity first and all details requiring a supervisor are filled. Once all details requiring a supervisor are filled and patrol officers/detectives have been offered a Type 1 or Type 2 detail, Superior Officers will be offered those jobs (i.e. once all details requiring a supervisor are filled and patrol officers/detectives have been offered a Type 1 or Type 2 detail, Superior Officers shall be offered those jobs prior to offering patrol officers/detectives another opportunity, notwithstanding any other prior understanding, agreement, or guideline).
- e) 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.
- f) 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.

- 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 patrol officers who are available will get offered the jobs prior to anybody else in the hierarchy, including any supervisor.
- i) No person other than a sworn member of a supervisory rank shall act in a supervisory capacity over any active member of the Boston Police Department while performing a detail under this Article.
- j) No supervisory detail will be offered to anyone outside of the Boston Police Department.

Superior Officers who accept a detail but later reject it ("Kick In") because they become unavailable must advise the Paid Details Unit as soon as practicable. Superior Officers 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 officer cannot work a detail until Saturday morning 7 AM). Superior Officers with excessive or unreasonable kicked in details, or who otherwise violate any other rule or directive related to details may be removed from the detail and overtime list for a period of up to 30 days, upon which time detail and overtime hours will be added to their name to average them back onto the list. Removal from the detail and overtime list shall not be considered discipline. Nothing contained in this paragraph shall be interpreted to limit the imposition of any discipline for any rule violation. Declining an

already accepted detail to perform a voluntary or ordered overtime opportunity is not a "Kick in" under this Article.

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

Type 1 Details shall be compensated at a rate of the highest overtime rate of the most senior officer of each respective non-rated civil service rank (currently the strike rate, which is the longevity of a non-rated Sergeant, non-rated Lieutenant, and non-rated Captain, with 25 years of service, or whichever officer in each respective non-rated civil service rank has the highest overtime rate, exclusive of detective/specialty differentials). In no event shall the above rate be interpreted to entitle members of this bargaining unit to increases in rates negotiated by another unit. All other Details shall be compensated at a rate of \$67 for Sergeant Detectives, \$71 for Lieutenant Detectives, and \$81 for Captain Detectives. Superior 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, superior detectives cannot take another detail assignment during the period for which they are already being compensated. This supersedes Art. XIV, Section 3.

The City / Department shall increase the Type 1 detail rate to the recalculated strike rate within 60 days of City Council funding, regardless of the status of the Boston Police Superior Officers Federation's contract.

If, during the term of this agreement, the Superior Officers Federation obtains compensation increases that results in a higher Type 1 detail rate than those applied to this bargaining unit, the Parties agree to bargain over any difference between the detail rates only. No other compensation or benefits will be subject to this reopener. If the Parties come to an agreement to adjust the detail rate, any such adjustment will be prospective only.

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

2. Increase Number of Summer Vacation Periods from Seven to Eight

Amend Article XX, Sections 1 and 2 as follows:

Section 1.

The parties agree that the present practice of selection of vacation leave in each unit, district, division or platoon, shall continue in force and effect for the term of this contract. The Summer Vacation shall commence the First Saturday in June each calendar year.

Subject to operating needs of the Department, members of the bargaining unit who are entitled to vacation benefits may exercise their option to use their vacation time or to be compensated up to a maximum of two (2) weeks.

Section 2.

Vacations for employees under this Agreement will start at 7:30 A.M. on Saturday and shall run to 7:30 A.M. on the following Saturday or a subsequent Saturday, depending upon the length of the vacation.

The Summer Vacation shall commence the Second Saturday in June of each calendar year. The summer vacation period shall run for sixteen (16) consecutive weeks (eight(8) two (2) week periods).

3. Nametags

The Department has fulfilled Chapter 150E bargaining obligations to issue nametags to be worn while on uniformed duty.

4. Department Gyms

The City will provide funding for Department gyms (i.e, gyms within any BPD facility) in order to provide maintenance (i.e., fix/replace broken machines and keep area clean) and free membership access to Detectives covered by this agreement.

5. Workout / Meditation Time

Add Section 22 of Article XVIII as follows:

Section 22

In furtherance of the purpose of a new physical fitness and mental health program, each member covered by this agreement shall be provided with health maintenance release time, with full compensation, pursuant to the following:

- A. Subject to the following portions of Section 22, such release time shall be four (4) segments, each of thirty (30) minute duration. Each such thirty (30) minute segment shall be taken during a Superior Detective's regular work shifts so that such release time shall occur on four (4) such regular shifts each week. Such release time segments shall be not be cumulative from one work shift to another. Approval by the Unit Commander shall be required where a Superior Detective wishes to use such release time at a location other than a Boston Police Department facility (i.e., gyms in any station or BPD occupied facility such as HQ, Academy, etc.).
- B. Release time for physical fitness / mental health shall not be approved for the immediate beginning or end of a Superior Detective's tour.

- C. The intent of the Section 22A provision is to allow employees the opportunity, under usual operational circumstances, to engage in activity related to physical fitness or mental health during four (4) regular work shifts during each work week; provided, however, that that the time at which such physical fitness or mental health takes place shall be subject to the approval of the unit commander or supervisor on duty.

It is understood that operational needs may prevent a Superior Detective from the opportunity for a physical fitness / mental health release time segment on any given work shift. Pursuant to such standard, a district / unit commander or supervisor on duty may disallow a superior officer such release time opportunity on any given shift. The denial of any such opportunity shall not be the subject of a grievance.

It is further understood that the allowed timing of any such release opportunity during a shift or the denial of any such opportunity shall not be for purposes of punishment or harassment, and shall not be unreasonably denied.

- D. In the event of multiple requests for a given release time segment during a given work shift, seniority shall govern the allocation of opportunity if all requests cannot be accommodated.

6. Evaluations

The Parties agree to continue negotiations related to implementing the new annual evaluation program until May 15, 2026. The Department may implement the program beginning May 31, 2026. If any impact bargaining remains following implementation, the parties may continue to bargain as necessary. A good faith evaluation of a subordinate shall not serve as the basis for discipline.

7. Promotional Criteria

If the Commonwealth's Human Resources Division ("HRD") delegates the education and experience portion of the promotional Civil Service Exam to the Department, no points shall be awarded for external supervisory experience outside of experience gained in another law enforcement agency or the military. This provision shall only be effective if HRD does not object.

8. Miscellaneous

The City will not argue that BPDBS-SO waived its right to bargain compensation for POST requirements. The Parties reserve all other rights and arguments.

9. WO Days

With the Commander's prior written approval, bargaining unit members may take up to ten 4-hour WO days per year, after the WI time is earned. A 4-hour WO shall not lead to replacement overtime and shall not lead to backfilling the vacancy. Commanding Officers shall deny 4-hour WO time if it would lead to operational complications or inefficiency.

10. Overtime Precedence

The Parties agree that under normal circumstances, a Superior Detective who volunteers for an overtime shift in an investigative assignment may not subsequently be ordered to an overtime shift in a District assignment to take place at the same time. Nothing in the preceding shall be construed to limit the Police Commissioner's authority to deploy personnel to any location or duty assignment in the interest of public safety.

11. On Call

Any Superior Detective who is subject to being ordered for last half (uniform) overtime duty, shall not be ordered to perform uniformed overtime duty if they have volunteered and are assigned to be called in.

Any Superior Detective who meets this criteria shall be authorized to have a Department vehicle during this time (if available).

Superior Detectives assigned to the F.D.I.T. team are not exempt from ordered overtime duty under this section. Superior Detectives who volunteer for call-in duty shall not be eligible to perform last half details or overtime. Such scheduled availability shall not be considered work.

Superior Detectives who wish to volunteer to be on-call for any last half shifts and exempted from being ordered into uniform service for that shift must volunteer no less than twenty-four (24) hours before the start of the last half shift for which they are volunteering by sending an e-mail informing his/her Duty Supervisor or Commander that she/he will be on call (subject to first come, first served criteria) at the time of volunteering. In the alternative, Superior Detectives may volunteer by filling out a voluntary on call form and either giving that form to the Duty Supervisor on duty or scanning a copy of the form and e-mailing a copy to the Duty Supervisor on duty or their Commander no less than twenty-four (24) hours before the start of the last half shift for which they are volunteering.

Superior Detectives shall be assigned as "on-call" on a first come, first served basis.

Superior Detectives who do not volunteer twenty-four (24) hours before the start of the last half shift for which they are volunteering will remain eligible to be ordered into uniformed service during the last half shift. Superior Detectives who do not volunteer twenty-four (24) hours

before the start of the last half shift for which they are volunteering will still be allowed to volunteer. However, if contacted by the Duty Supervisor or Commander prior to volunteering in the same manner contained in paragraph B, *supra*, and ordered into uniformed service, they must perform the uniformed service.

Should a Superior Detective who volunteered to be on call before the prescribed time and was therefore exempt from being ordered into uniformed service be unavailable for the following reasons:

- Sickness, incapacity due to an injury sustained in the line of duty, or on an approved day off, for the day s/he volunteered to be on call and is therefore no longer available to be on-call; or
- An unforeseen family-related incident that prevents him/her from performing the on-call duty;

Then another Superior Detective, who has not already been ordered into uniformed service, can volunteer to replace that Superior Detective on the on call list and will be exempt from being called into uniformed service for that shift. For these exceptions, the Superior Detective who becomes unavailable must call and inform the Duty Supervisor that s/he is unable to perform the on-call and explain the reason s/he can no longer perform the on-call duty. A Superior Detective wishing to volunteer for this on-call opportunity must volunteer by sending an e-mail informing his/her Duty Supervisor or Commander that s/he would like to take the unavailable Superior Detective's place on call.

12. Compensation

Amend Article XVII (Compensation) Section 1 as follows:

Effective First Pay Period (FPP) July 2025 – 2.0%

Amend Section 6 as follows:

Section 6. Hazardous Duty Pay

Effective the First Pay Period July 2025 increase to 4.90%

Hazardous duty pay payments made under this section shall be made weekly and shall be included in base pay for the purpose of computing overtime, court time, sick pay, injured pay, holiday pay, vacation pay, paid lunch time, and night differential and shall be considered regular compensation for pension/retirement purposes to the extent permitted by law.

Add Section 9 as follows:

Section 9. Assignment Differential

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A Superior Detective, so long, but only so long as assigned to one of the following assignments, upon completion of six (6) months of such special duty, shall receive weekly, in addition to the salary to which he or she would otherwise be entitled under this rule, the sum of forty dollars (\$40.00).

SPECIALISTS

Superior Detective — Academy Instructor

13. Integrated Contract

The parties agree to endeavor to create a mutually agreeable integrated collective bargaining agreement by June 30, 2026.

14. Duration of Agreement

Amend Article XIX (Duration of Agreement) as follows:

Section 1. This agreement shall take effect July 1, 2025, and shall continue in force and effect until superseded by a new collective bargaining agreement; however, nothing in this Agreement shall be construed to provide for increases in wages or benefits as a result of settlements with other City of Boston employee groups.

Section 2. On or after June 30, 2026, either party may submit its proposals for a new Agreement to be effective on the termination of this Agreement, and the parties shall proceed forthwith to bargain collectively with respect thereto.

City of Boston

Boston Police Detective Benevolent
Society – Superior Officers Unit

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Date: 4/13/20

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Date: April 09, 2026