

CITY OF BOSTON OFF THE RECORD PROPOSAL

February 14, 2018

MEMORANDUM OF AGREEMENT

by and between the

BOSTON POLICE DETECTIVES BENEVOLENT SOCIETY-FORENSICS GROUP

AND THE CITY OF BOSTON

in successor contract negotiations

This Memorandum of Agreement ("MOA") is made pursuant to Massachusetts General Laws Chapter 150E between the City of Boston ("City") and the Boston Police Detectives Benevolent Society-Forensics Group ("the Union").

On [DATE], the parties reached a tentative agreement subject to ratification by the Union and approval by the Mayor and Boston City Council of the October 1, 2017 through September 30, 2020 agreement. This three (3) year agreement is the product of successor collective bargaining to the October 1, 2016 through September 30, 2017 agreement between the City and the Union. This MOA shall be effective for the period of October 1, 2017 through September 30, 2020.

This three (3) year agreement shall not take effect unless and until the Union has ratified, the Mayor has approved, and the City Council has funded, the prior (1) year agreement covering the period from October 1, 2016 through September 30, 2017.

Except as expressly provided below, the parties agree that the terms and provisions of their Collective Bargaining Agreement effective October 1, 2013 through September 30, 2016 shall be extended without modification for the period commencing on October 1, 2016 and ending on September 30, 2017.

1. Article 20-Compensation

Section 1A. Base wage increases as follows:

Effective FPP January 2018- 2% on base wage

Effective FPP January 2019- 2% on base wage

Effective FPP January 2020- 2% on base wage

2. Article 20- Compensation

Add new section 7

Section 7. On Call

a. The Department shall implement two on-call lists – 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. The Department, in its sole discretion, may discontinue either on-call list with thirty (30) days' notice to the Union or may temporarily suspend either 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.
- 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.
- 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.
- 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.
- 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.

3. Article 20 – Compensation

Add New Section 8 – Specialty Differential:

Effective the first pay period following funding [DATE], an employee employed in a position listed below shall receive, as his/her regular rate of compensation, an additional sum of twenty-five dollars (\$25.00) per week:

Criminalist I

Criminalist II

Effective the first pay period following funding [DATE], an employee employed in a position listed below shall receive, as his/her regular rate of compensation, an additional sum of thirty dollars (\$30.00) per week:

Criminalist III

Criminalist IV

4. Article 19- Miscellaneous

New Section 16- Uniforms

The Department will provide all bargaining unit members, on a one-time basis, the following uniform items:

Boots (1 pair)

Winter coat (1)

Rain Coat (1)

Pull Over (1)

Short sleeved polo shirt (2)

Long Sleeved polo shirt (2)

Pants (2 pair)

Such items will be replaced on an as needed basis.

5. Article 19, New Section 17- Certifications/Memberships

The Department will reimburse bargaining unit members for the costs associated with successfully obtaining and maintaining job-related certifications and all annual membership fees to the following forensic science professional organizations: American Board of Criminalistics (ABC); International Association for Identification (IAI); and the Association for Firearm and Tool Mark Examiners (AFTE); the American Academy of Forensic Science (AAFS); the New England Division of the International Association for Identification (NEDIAI); and the New England Association of Forensic Scientists (NEAFS). Any certifications or membership costs for organizations not listed in this Section must receive prior approval by the Director or designee in order to be eligible for reimbursement. Such decision shall be in the sole discretion of the Director or designee.

All certifications and/or membership costs must be related to the discipline in which the unit member currently works in order to qualify for reimbursement.

6. Article 16, Section 11-Personal Days

Replace Section 11 with the following:

On January 1 of each year, full-time employees on the payroll as of that date will be credited with three (3) paid personal leave days, which must be taken during the same calendar year. In addition, these employees may take two (2) additional personal leave days to be deducted from the employee's accrued sick leave balance. These two (2) personal leave days shall not be considered sick leave for City purposes of monitoring sick leave usage.

Any full-time employee who begins employment after January 1 but before July 1, will be credited with two (2) personal leave days, which may be taken upon the completion of the employee's probationary period.

Personal days may not be accumulated, redeemed for monetary payment or carried forward to the following year. Employees shall provide reasonable notice prior to utilizing personal leave days which are of a non-emergency nature. Requests for personal leave are subject to the operational needs of that employee's unit. For purposes of this Section only, the supervisor shall be the sole judge of the operational needs of the employee's unit, provided that such judgment shall not be exercised arbitrarily or capriciously.

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 employee's work shift. The Appointing Authority at his/her discretion may authorize a personal day with less notice required by this section.

Employees shall utilize personal leave between December 15 and January 2nd only with the approval of the Appointing Authority/designee. Vacation request shall take precedence over requests for personal days during the holiday period and shall not be unreasonably denied.

Personal days not used during the year because an employee was denied use during the holiday period may be carried over into the next year.

Part-time employees employed by the City shall receive personal leave on a pro-rated basis based on the number of hours they are scheduled to work, pursuant to this section.

7. Article 17, Section 5-Parental Leave

Amend Article 17, Section 5 as follows:

Every employee covered by this Agreement shall be granted parental leave consistent with the City of Boston's Family & Medical Leave Policy. **Concurrent with the Parental Leave provision in the Medical Leave Policy, effective upon funding by the City Council as of [DATE OF CITY COUNCIL FUNDING], employees covered by this Agreement may also be granted paid parental leave consistent with the City's Paid Parental Leave Policy. Such Paid Parental Leave shall run concurrent with the City's Medical Leave Policy and any other applicable approved leaves of absence, including those covered by the Family and Medical Leave Act and the Massachusetts Parental Leave Act. 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.**

8. Article 12- Temporary Service in a Lower or Higher Grade

Amend Article 12, Section 2 as follows:

Section 2. The selection of an employee to perform temporary service as a Criminalist IV or Quality manager shall be made on the basis of qualifications and ability; and where qualifications and ability are substantially equal, seniority shall be the determining factor. **The Appointing Authority/Designee shall be the sole judge of qualifications and abilities required for the job.** The Appointing Authority/Designee's selection shall not be made arbitrarily, capriciously, or unreasonably. In the event that the senior applicant for the position is not selected, he/she shall be notified prior to the selection being posted. In the event that the senior applicant for the position is not selected, the Appointing Authority/Designee shall, upon request by the Society, submit reasons in writing why said senior employee was not selected to fill the position.

Any dispute hereunder shall be subject to the grievance and arbitration procedure.

9. Article 16-Sick Leave and Personal Days

Replace Article 16, Section 9 with:

Section 9. Upon the retirement of an employee, who commenced employment in a position in the bargaining unit before February 14, 2018, pursuant to the regulations of the State/Boston Retirement Board, effective March 1, 2018, the City shall redeem 30%, but in no event shall an employee receive more than fifteen thousand dollars, (\$15,000), of the employee's accrued but unused sick leave at the employee's final rate of pay.

Upon the retirement of an employee, who commenced employment in a position in the bargaining unit on or after February 14, 2018, pursuant to the regulations of the State/Boston Retirement Board the City shall redeem 30%, but in no event shall an employee receive more than ten thousand dollars, (\$10,000), of the employee's accrued but unused sick leave at the employee's final rate of pay.

10. Article 19- Miscellaneous

Section 13. Direct Deposit and Electronic Pay Stubs

All members of the bargaining unit shall be required to receive his or her compensation via direct deposit.

Effective FPP January 2018, employees will receive electronic pay stubs.

11. Article 19, Add New Section 18. Bi-Weekly Pay

The City may, upon ninety (90) days' notice to employees, change from paying employees weekly to paying employees bi-weekly.

12. Article 20- Compensation

Eliminate Twenty Year Rule

(add new section 8)

Section 8. The parties acknowledge that the twenty (20) year rule in the 1963 Classification and Compensation Plan does not apply to members of this bargaining unit.

13. Article 24- Duration of Agreement

Except as otherwise provided herein, this Agreement shall take effect as of the date of execution and shall continue in full force and effect until superseded by a new Collective Bargaining Agreement. In witness whereof, the City of Boston and the Society, hereto have caused the Agreement to be signed, executed and delivered on the 19th day of July, 2012.

14. Agreement (Housekeeping)

~~On July 19, 2012, the parties reached a tentative agreement subject to ratification by the Society, and approval by the Mayor of Boston City Council of both the October 1, 2010 through September 30, 2013 and the October 1, 2013 through the September 30, 2016 agreements. The October 1, 2010 through September 30, 2013 shall not take effect unless and until the Society and ratified and the Mayor and Boston City Council have approved the October 1, 2013 through September 30, 2016 agreement~~

15. Preamble (Housekeeping)

The collective bargaining Aagreement by the **Municipal** Employer and the Union has as its purpose the promotion of harmonious relations between the Union and the **Municipal** Employer to the end that a stable, constructive and workable labor relationship be established and maintained through the life of this contract. The parties agree to act at all times in such a manner as to assure proper dignity and respect for all City employees and for the people they serve.

16. Article 7-Grievance Procedure (Housekeeping)

~~Section 12. This Article shall only apply to grievances that have been submitted in writing at Step 1 or, if permitted in this Article directly at Step 3, subsequent to the date of ratification of this Agreement. All other grievances shall be processed consistent with the language of whichever SEIU contract (BCYF, Clerks and Techs, DND or Elderly Commission) is applicable.~~

18.17. Article 12- Temporary Service in a Lower or Higher Grade (Housekeeping)

~~Section 3. (d) The parties agree that when the Employer fails to comply with the provisions of Section 5 3, set forth above, the employer shall be required to re-post the vacancy in question and renew the entire selection process.~~

~~Section 4. A complaint by an employee who is junior to the employee selected under Section 3-1 or Section 4 2 of this Article shall not be a subject of grievance or arbitration.~~

19.18. Article 13- Layoff and Recall (Housekeeping)

Section 4. Notice. The City shall notify employees designated for layoff pursuant to Section 4-3 above, at least ten (10) working days prior to the intended lay off. The City shall notify the Union at the Union office as to the names, job classifications, job sites and Departments of the employees designated for lay off pursuant to Section 4-3 above, at least twenty (20) working days prior to the intended layoff

Section 5. Bumping. An employee in a job classification not subject to Civil Service Law who is designated for layoff pursuant to Section 4-3 above, may, upon notice pursuant to Section 5-4 above, exercise the following bumping rights

20.19. Article 14- Holidays (housekeeping)

Section 4. In addition to the holidays enumerated in Section 1 of this Article, on each January 1, employees on the payroll as of that date and who were bargaining unit members ~~upon the ratification of this agreement as of July 31, 2012,~~ will be eligible for two (2) "floating holidays" that may be taken during the following twelve (12) months at a time or times requested by the employee and who approved by his/her immediate supervisor outside of the bargaining unit. Employees who were not bargaining unit members ~~upon ratification of this Agreement as of July 31, 2012,~~ shall not receive "floating holidays."

Section 7. ~~If at any point during this contract round, the City of Boston negotiates a more advantageous provision regarding holidays with any other bargaining unit, the City agrees to reopen negotiations with BPDBS, Forensic Group for the sole purpose of determining whether this Agreement's Holiday provision should be modified.~~

22.20. Article 16- Sick Leave and Personal Days (housekeeping)

Section 3.

- b. Enrollment in the sick leave bank will be open from January 1 to January 31 of each year. The Office of Personnel Management will distribute information and authorization forms to employees at least thirty (30) days prior to the enrollment period. ~~On February 1, 2013, the City will make a one time deposit into the sick bank equal to the amount of days donated by bargaining unit members in 2013.~~

23.21. Article 17- Other Leaves of Absence (housekeeping)

Section 3. Unpaid Leave of Absence for Union Business

Should a member of this bargaining unit be elected to the position of President **of the Society**, the City shall, upon request, permit him/her leave without pay for the period of such service to the **Union**.

Subject to the operating needs of each department, each steward identified in Section 1 shall be entitled to three (3) days' leave without pay, each year for the purpose of attending Union conferences, trainings, and/or conventions. The **Union Society** shall provide two (2) weeks' prior notice to the Office of Labor Relations for stewards who seek leave to attend such conference and/or convention.

24.22. Article 19- Miscellaneous (housekeeping)

Section 4. Injury through Act of Violence. The City will support legislation to broaden the coverage of Chapter 800 of the Acts of 1970 to apply to bodily injury resulting from an act of violence of any person on the premises

Section 4 intentionally left blank

Section 9.

Under the direction and supervision of the Director of the Health Insurance Benefits Division of Administrative Services, a union/Management advisory committee shall be established to investigate cost containment programs and the possibility of expanding health benefits available to City employees. The report and work of the advisor committee are advisory only and not subject to Article 7 of this Agreement. The Union shall be entitled to three (3) members, with reasonable release time granted by the City, not to exceed one-half (1/2) work day per month, to participate in a meaningful way on the committee.

25.23. Article 20- Compensation (housekeeping)

Section 1B- Lump Sum Payment

Employees who had any portion of their FY2010 base wage increase delayed for a three hundred and sixty four (364) day period will receive a lump sum payment equal to the actual dollar value of base wages not earned during the three hundred and sixty four

(364) day period, less all applicable taxes and deductions. The Lump sum payment will be based on an employee's base wage and will not include any retroactive payment of overtime or additional earnings that occurred during the FY 2010 wage delay period.

The City will compensate employees within ninety (90) calendar days from the date the City Council approves the funding on this agreement.

Section 2. Mileage. Effective upon execution of this Agreement, the mileage allowance shall be the IRS rate.

26.24. Article 23- Insurance (housekeeping)

Section 2. Health Insurance.

Delete Section 2 in its entirety and replace with, "Section 2 intentionally left blank."

In witness hereof, the City of Boston and the BPDBS- Forensics Group, have caused the Agreement to be signed, executed and delivered on the 14th day of February, 2018.

CITY OF BOSTON

BY

Jordan Westerman
Tina White
St. B. Sutliff
Barbara U.G. Parker
[Signature]

BOSTON POLICE DETECTIVES
BENEVOLENT SOCIETY-FORENSICS UNIT

BY

Paul Cai
Scott W. L
Erin R
John D
J. J. P