

**MEMORANDA OF AGREEMENT
CITY OF BOSTON
AND
BOSTON POLICE SUPERIOR OFFICERS FEDERATION**

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

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

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

Article XVII – 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. XVII, Sec. 8 and 11, Cumulative Risk Enhancement, and eliminate all cumulative risk enhancement adjustments with the following:

Section 8. 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 each respective rank of superior officer 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 sergeant rank's maximum weekly salary, sergeant rank's maximum weekly night differential and sergeant rank's 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 sergeant rank 25-year career nights is the maximum weekly salary, maximum weekly night differential, and maximum weekly hazardous duty pay for sergeant rank 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.

Amend Art. XVI Section 2 to read: The members of the Federation Bargaining Committee, not to exceed five (5), and the President of the Federation, shall be granted leave of absence without loss of pay or benefits for all meetings between the City and the Federation for the purpose of negotiating the terms of a contract or supplement thereto. Federation officers, district representatives and Grievance Committee members, not to exceed three (3) in any instance, 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 employee or others involved, and to attend the "standing committee" meetings with the City as provided in this contract, and may enter any premises of the Department at any reasonable time for such purposes provided they give notice of their presence immediately upon arrival to the person in charge. Such officers, district representatives and Grievance Committee members who work with any

night platoon shall have their hours and schedule of work accordingly adjusted to effectuate the purposes of this Section.

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

The parties agree that in situations where there is a dispute regarding an officer's fitness for light 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 light duty, which opinion will be final and binding on the parties. The Independent Medical Examiner will be a licensed medical professional, board-certified in the area of the injury or illness relevant to the medical issue, when appropriate. The member will be provided a copy of the IME report.

The parties agree that superior officers will no longer have to go through the administrative process of the Massachusetts Board of Higher Education to participate in Article XVIIIA's educational incentive plan. Any superior officer currently receiving benefits pursuant to the Quinn Bill will continue to receive such benefits. Any superior officer 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 25% for a Master's / and Juris Doctor provided the officer passes the Massachusetts bar exam, 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 superior officers currently receive under Article XVIIIA. 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. VA, Add Section 2: For the offenses listed below, if a superior officer 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 Federation agrees that the City has met all obligations under G.L. c. 150E with respect to the creation of a central lock up / central booking facility. The City agrees to provide notice and an opportunity to bargain over the impacts of the implementation of the central booking facility/ central booking facility.

The Department agrees to staff operations with no less than two superior officers per shift until June 30, 2025. Effective June 30, 2025, the parties acknowledge that the provision contained within the 2005 Settlement requiring three superior officers to staff the Operations Division per shift is null and void. The City/Department may transfer the supervision of the civilian personnel to civilian employees outside of the bargaining unit upon at least 90 days' notice prior to the transfer of supervision to bargain the impacts, if any. The Department may implement the transfer of supervision at the end of the 90 day period. If any such impact bargaining is not completed prior to the implementation, the parties may continue such bargaining as necessary following implementation. Effective June 30, 2025, the Parties agree that the Commissioner may determine appropriate staffing levels for the Operations Division and nothing herein shall be construed to diminish the rights of the Commissioner.

Strike the language "But in no event will the rate of pay as set out above be less than the regular hourly rate of the various ranks described" contained in Section 3 of Article XIV. Add to the end of Article XIV 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. Any civilianization or reduction of PDU sworn supervision will not occur until Area Detail Clerks are civilianized.¹ 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 30 days after the date of funding of this agreement. All Type 1 or Type 2 paid details will be scheduled for 4 hours, 7 hours and 45 minutes, or 8 hours, and paid 4 or 8 hours regardless of hours worked. All details actually worked for more than four (4) hours will be paid at eight (8) hours. Time in excess of eight (8) hours shall be paid hour for hour at the straight time applicable detail rate.

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;

¹ This supersedes Art XIV Section 2.

- 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) 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 have been offered a Type 1 or Type 2 detail, Superior Officers will be offered those jobs.
- 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) An unfilled Type 1 or Supervisory detail scheduled for one shift shall not preclude Type 2 details scheduled for a different shift from being assigned. If a Superior Officer is not eligible for a Type 1 detail due to shift schedule or qualifications, it shall not preclude the Superior Officer from being offered a Type 2 detail that the Officer is eligible for, so long as there are no eligible Type 1 details available and the Type 2 detail has been offered to patrol officers.
- g) Details that require a specialized skill, such as bomb squad, motorcycle unit, or dive team, etc., will only be offered to eligible Supervisors holding that specialized skill and may be categorized as a Type 1 detail. Type 2 details may be offered and assigned to officers not eligible to perform a specialized detail prior to the assignment of all Type 1 specialized details.
- h) 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.
- i) 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.

- j) 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.
- k) No person other than a sworn Boston Police Department 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.
- l) No supervisory detail will be offered to anyone outside of the Boston Police Department.
- m) No one outside of the Boston Police Department will be offered a Patrol Detail until all members of the bargaining unit are offered a detail.

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 7AM). 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 civil service rank (currently the strike rate, which is the longevity of an officer of each respective rank with 25 years of service, or whichever officer in each respective civil service rank has the highest overtime rate, exclusive of specialty differentials). All other Details shall be compensated at a rate of \$67 for Sergeants, \$71 for Lieutenants, and \$81 for Captains. Superior officers 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 officers cannot take another detail assignment during the period for which they are already being compensated. This supersedes Art. XIV, Section 3.

Conditional upon ratification and funding, the City/Department will endeavor to increase the detail rate to \$67 for Sergeants performing paid police details as soon as possible but no later than for details that begin at 12AM, 14 days after receiving notice of ratification

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:

MUP-23-10048 & 15-606 (changes in OHS)


MUP-23-10298 (District investigations)

MUP-22-9679 (Staff inspections supervising paid details)

In witness hereof, the City of Boston and Boston Police Superior Officers Federation have caused the Agreement to be signed, executed and delivered on the 20th day of MAY, 2024.

CITY OF BOSTON


**BOSTON POLICE SUPERIOR OFFICERS
FEDERATION**



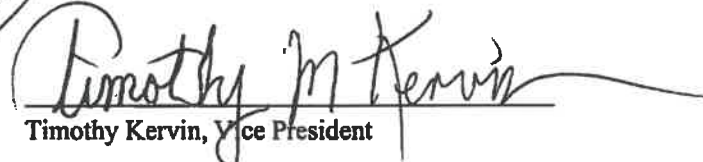
Mayor Michelle Wu



Jeanne Carroll, President



Alex Lawrence, Chief People Officer



Timothy Kervin, Vice President




Ashley Groffenberger, Chief Financial Officer



Renee Bushey, Director, Labor Relations

Approved as to form:



Adam Cederbaum, Esq.
Corporation Counsel