

MOA # 1

**MEMORANDUM OF AGREEMENT
between
CITY OF BOSTON
and
BOSTON POLICE CADETS ASSOCIATION**

This Memorandum of Agreement (MOA) is made pursuant to Chapter 150E of the Massachusetts General Laws by and between City of Boston (City) and the Boston Police Cadets Association (Union);

WHEREAS, the Union and the City are parties to a Collective Bargaining Agreement (CBA) whose expiration date is September 30, 2023; and

WHEREAS, in light of the good faith relations that have characterized the bargaining relationship, the parties have reached a tentative agreement subject to ratification by the Union and approval by the Mayor and Boston City Council of the October 1, 2023 to September 30, 2026 CBA. This MOA is expressly conditioned upon the Union's acceptance of the October 1, 2026 to September 30, 2027 MOA;

and

NOW THEREFORE, the parties agree as follows:

This MOA amends the Collective Bargaining Agreement effective October 30, 2020, through September 30, 2023. Except as expressly provided below, the parties agree that the terms and provisions of their Collective Bargaining Agreement, effective through September 30, 2023, shall be extended without modification.

1. Delete Article III, § 2(a) (Payroll Deduction of Agency Service Fee) to comply with the current state of the law post Janus v. AFSCME. Renumber section 2(b) as Section 1(b) as follows:

ARTICLE III

PAYROLL DEDUCTION OF ASSOCIATION DUES

Section 1(a). In accordance with the provisions of Section 17A, Chapter 180 of the General Laws (Chapter 740 of the Acts of 1950), accepted by the City Council of the City of Boston on January 15, 1951, and approved by its Mayor on January 17, 1951, Association dues shall be deducted by the City weekly from the salary of each employee who executes and remits to the City a form of authorization for payroll deduction of Association dues. Remittance of the aggregate amount of dues deducted shall be made to

the Association Treasurer within twenty-five (25) working days after the month in which dues are deducted. For the purpose of the Article, "dues" shall be deemed to include initiation fees and uniform assessments.

~~Section 2. Payroll Deduction of Agency Service Fee~~

~~(a) Pursuant to Chapter 335 of the Acts of 1996, to assure that employees covered by this agreement shall be adequately represented by the Association in bargaining collectively on questions of wages, hours, and other conditions of employment, the Collector-Treasurer of the City shall deduct from each payment of salary made to each such employee during the life of this collective bargaining agreement and pay over to the Association, the exclusive bargaining agent of such employee, as an agency service fee, the sum of five dollars (\$5.00) per week, which amount is proportionately commensurate with the cost of collective bargaining and contract administration. The Association certifies that this collective bargaining agreement is formally executed pursuant to a vote of a majority of all employees in the bargaining unit.~~

Section 1(b) The Association agrees to indemnify the City for damages which the City may be required to pay by an administrative agency or court of competent jurisdiction of last resort as a result of the City's compliance with paragraph (a) of this section.

2. Provide that members may utilize sick leave or bereavement leave within their first six months of employment.

A. Modify Article XII (Sick Leave – Personal Days) as follows:

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 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.

Sick leave shall accrue at the rate of one (1) day for each month of actual service. Sick leave not used in the year in which it accrues, together with any accumulated sick leave standing to the employee's credit on the effective date of this Agreement and not used in the current year, may be accumulated for use in a subsequent year. Sick leave not used prior to the termination of an employee's service shall lapse, and the employee shall not be entitled to any compensation in lieu thereof.

B. Modify Article XVIII (Other Leaves of Absence) as follows:

Section 3. Death in the Immediate Family. ~~Effective upon the execution of this Agreement, three days' leave of absence, with pay, will be allowed an employee with six (6) or more months of active service in the case of the death of his spouse, or anybody in either of the following relationships to the employee or the employee's spouse: father, mother, brother, sister, child or grandparents.~~

An employee who is in active service at the time of death of a family member listed in the Policy shall be granted bereavement leave as outlined in the City of Boston Bereavement Leave Policy (attached as Exhibit 1). Any additional leave shall run concurrently with other applicable leaves of absence. The Union waives its right to bargain over the City's decision to change the Bereavement Leave Policy unless it results in the reduction of benefits. The City will provide forty five (45) days notice to the Union of any change to or elimination of the Bereavement Leave Policy.

These leaves shall begin at the morning roll call following receipt of notice of death, and employees affected shall be excused from tours of duty intervening between receipt of notice of death and the morning roll call. Sufficient time to attend the funeral of other near relative may be allowed without loss of pay, with an extension of such time in any particular case at the discretion of the Police Commissioner.

If an employee entitled to leave without loss of pay under this Section requires additional leave for such purposes, leave for such purposes may be granted at the discretion of the Commissioner to be deducted from sick leave.

~~—An employee with less than six (6) months active service shall be entitled to time off pursuant to the above provision without pay.~~

3. Modify Article XII (Sick Leave – Personal Days) as follows:

Section 8. Personal Leave. On January 1 of each year, all full-time employees covered by this Agreement shall be credited with four (4) paid personal leave days. The fourth personal day shall be deducted from accumulated sick leave. The employee shall schedule personal days in advance with the approval of his/her supervisor. Such approval shall not be unreasonably withheld. Personal days used shall not count as sick days used for purposes or in any way affect the employee's right to annual redemption pursuant to Section 5. Personal leave shall not be accumulated, redeemed for monetary payment or carried over to the following calendar year.

~~Except in emergencies, an employee must provide forty-eight (48) hours notice and obtain the employer's approval prior to utilizing personal time.~~

4. Article XVIII (Compensation) –

Amend Section 1 as follows:

In Section 1, effective within 90 days from City Council funding of this CBA, implement changes as follows:

Effective the start of First Pay Period (FPP) following the below dates, increase the salary as follows:

January 2024	→	2%
January 2025	→	2%
January 2026	→	2%

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

January 2024	→	\$500.00
January 2025	→	\$250.00
January 2026	→	\$900.00

The above flat dollar amount increases to the wages will be added after the percentage increases each year and are increases to the annual salary.

Retroactive pay shall be limited to employees of the city on the date of City Council funding of this Memorandum of Agreement. Employees who separated from employment for any reason prior to the date of City Council funding 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 a fiscal year covered by this MOA, 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.

In Section 3, add \$85 (eighty-five dollars) to the annual uniform allowance as follows:

Section 3. Uniform Allowance. Bargaining unit employees shall receive an annual uniform allowance for the purpose of cleaning and maintaining their uniforms and equipment and purchasing and maintaining footwear. This allowance is an annual payment and shall not be considered a part of employees' base pay for any purpose. Effective January 2025, the annual uniform allowance shall be four hundred and eighty-five dollars (\$485.00).

5. Article XX (Duration) –

Amend Article XX to reflect a three-year CBA extending from October 1, 2023 through September 30, 2026.

This agreement is subject to union ratification and funding by the Boston City Council.

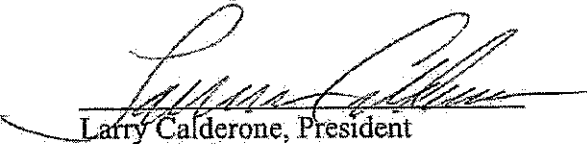
In witness hereof, the City of Boston and Boston Police Cadets Association have caused the Agreement to be signed, executed and delivered on the ___ day of _____, 2024.

For the City of Boston

Boston Police Cadets Association



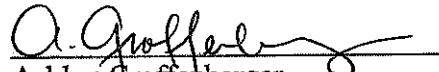
Michelle Wu
Mayor



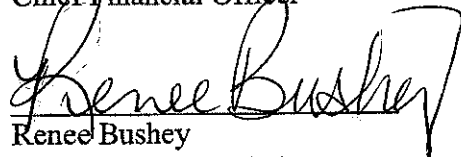
Larry Calderone, President



Alex Lawrence
Chief People Officer

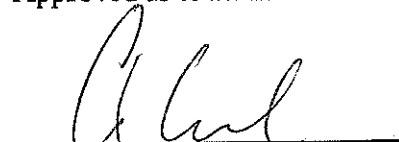


Ashley Groffenberger
Chief Financial Officer



Renee Bushey
Director, Labor Relations

Approved as to form:



Adam Cederbaum, Esq.
Corporation Counsel