

MEMORANDUM OF AGREEMENT  
CITY OF BOSTON

AND

BOSTON POLICE DETECTIVES BENEVOLENT SOCIETY (SUPERIOR OFFICERS UNIT)

2016-2017

December 11

On \_\_\_\_\_, 2017, the parties reached a tentative agreement subject to ratification by BPDBS Superiors Officers Unit (hereinafter referred to as "BPDBS") of both the July 1, 2016 through June 30, 2017 and the July 1, 2017 through June 30, 2020 agreements, and approval by the Mayor and funding by the Boston City Council. This one (1) year agreement shall not take effect unless and until BPDBS has ratified and the Mayor has approved and Boston City Council has funded the subsequent three (3) year agreement. This agreement is effective July 1, 2016 through June 30, 2017.

This Memorandum of Agreement ("Agreement") is made pursuant to Massachusetts General Laws Chapter 150E between the City of Boston ("City") and the Boston Police Detectives Benevolent Society Superior Officers Unit ("BPDBS").

This Memorandum of Agreement supplements and amends the Collective Bargaining Agreement effective July 1, 2013 through June 30, 2016. Except as expressly provided below, the parties agree that the terms and provisions of their Collective Bargaining Agreement effective July 1, 2013 through June 30, 2016, shall be extended without modification for the period commencing on July 1, 2016 through June 30, 2017.

**1. Article XVII, Compensation, Section 1.**

Delete current language in Section 1, Salary schedule and replace with the following:

Salary Schedule:

Effective FPP July 2016 – 2%

**2. Article XVII, Compensation.**

Add new Section 8, Cumulative Risk Enhancement, to Article XVII, Compensation.

Cumulative Risk Enhancement Adjustment: After the 2% base wage increase in July 2016, a new five (5) year Strip Base, equal to the 3rd year Annual Strip Base Wage plus \$1500, will exist effective July 2016 (FY 17). This new five (5) year Strip Base Wage will be the new Strip Base for all BPDBS members with five (5) to nine (9) years of service, regardless of eligibility to receive other career or education payments. After the 2% base wage increase in July 2016, a ten (10) year Strip Base, equal to the 3rd year Annual Strip Base Wage plus \$3000, will exist effective July 2016 (FY 17). This new ten (10) year Strip Base will be the new strip base for all BPDBS members with ten (10) to fourteen (14) years of service, regardless of eligibility to receive other career or education payments. After the 2% base wage increase in July 2016, a fifteen (15) year Strip Base, equal to the 3rd year Annual

Strip Base Wage plus \$6000, will exist effective July 2016 (FY 17). This new fifteen (15) year Strip Base will be the new strip base for all BPDBS members with fifteen (15) or more years of service, regardless of eligibility to receive other career or education payments. This adjustment does not impact the 3rd year Annual Strip Base. The fifteen (15) year strip base shall replace both the twenty (20) year strip base and the twenty-five (25) year strip base.

3. Article VII, Hours of Work and Overtime, Section 1

Insert the paragraph below into Section 1, Scheduled Tours of Duty or Work Shifts.

Upon receiving a written request signed by the affected Detectives(s), that Detective's commanding Detective may allow the swapping of a tour(s) of duty as described herein. A Detective may be allowed to swap tours of duty outside of his/her regularly assigned shift (day tour for night tour, etc.) and may be allowed to work out of turn for himself/herself, providing that the out of turn tour is worked prior to the regularly scheduled tour of duty being taken off. A Detective who has swapped his/her tour shall be paid at the rate of pay of his/her regularly assigned tour and there will be no additional compensatory time due, or owed by, to the Detective. The commanding Detective's discretion is paramount in these cases and his/her decisions regarding any issue in this paragraph is not subject to the grievance procedure of this agreement.

4. Article X: Court Time

Add a new Section 4, Court Vacation Days, to Article XIII, Court Time.

Section 5. Court Vacation Days

A. Court Attendance During Squad's Regularly Scheduled Tours of Duty:

In order for a Detective to receive a court vacation day, the following rules apply:

1. ~~The Detective~~ must receive prior written approval from his/her superior officer;
2. ~~The Detective~~ must submit a copy of his court summons; and
3. ~~The Detective~~ must contact the D.A. who is handling the case (in writing) and attempt to reschedule the case.
4. All the above mentioned documentation must be emailed to the Detective's Commander or his/her designee.

~~Detectives~~ shall not receive an additional court vacation day for any court date that occurs on a single vacation day.

Supervisor Detective PM

B. Court Attendance During Squad's Regularly Scheduled Tours off: A ~~Detective~~ who attends court on his scheduled squad day off during the vacation period as a witness or in other capacity in the performance of duty for or in behalf of the Commonwealth or the City or in response to a lawful subpoena served by a private litigant in a criminal or other case pending in any district court, including the municipal court of the City of Boston, any juvenile court, or any superior court, or before any grand jury proceedings, or in conference with a District Attorney or Assistant District Attorney, or at any pretrial conference or any other related hearing or proceeding, or who is required or requested by any city, county, town, state, or the federal government or subdivision or agency of any of the foregoing to attend or appear before any department, agency, board, commission, division or authority, or official, of the state or federal government, or subdivision or agency of any of the foregoing, or who attends as a witness or in other capacity in the performance of his duty for the government of the United States, the Commonwealth or the City or in response to a lawful subpoena served by a private litigant in a criminal or other case pending in a federal district court, or before a grand jury proceeding, or a United States Commissioner, or in conference with a United States Attorney or Assistant United States Attorney, or at any pretrial conference or any other related hearing or proceeding, shall be entitled to overtime compensation for every hour or fraction thereof during which he was in such attendance or appearance, but in no event less than (4) hours such pay on an overtime service basis, provided, however, that if he so attends or appears, during any one day, on more than one such occasion, he shall be entitled to such additional pay from the time of first such attendance on such day to the time of last such attendance on such day. The ~~Detective~~ shall not be entitled to an additional vacation day if the court day falls on the ~~Detective's~~ scheduled squad day off.

PM  
Detective  
Supervisor

Supervisor Detective's PM

5. Article X: Holidays

Amend the last paragraph of Section 1, as follows.

For the purposes of this Article, the "holiday" is the twenty-four (24) hour period commencing at 7:30 a.m. of each day listed in this Section.

6. Article XI: Vacation and Personal Leave

Amend Article XI, Vacation and Personal Leave, as follows.

Effective upon the ratification of this Agreement, vacations for Detectives 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.

7. Article XVIII, Miscellaneous

Add the following new Section twenty-five (25).

Section 25. Body Worn Cameras.

At the request of either party during the term of the contract, the parties will bargain about extending, expanding or in any way continuing the use of body worn cameras beyond the terms of the existing body worn cameras agreement, including beyond the current trial period, in accordance with M.G.L. c. 150E.

8. Article XVIII, Miscellaneous

Add the following new Section twenty-six (26).

Section 26. Dashboard Cameras.

At the request of either party during the term of the contract, the parties will bargain about the use of dashboard cameras in accordance with M.G.L. 150E.

9. Article XIX- Duration of Agreement (No Change)

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 parties hereto have caused their names to be subscribed as the duly authorized officers and representatives on this \_\_\_\_ day of \_\_\_\_\_, 2017.

For the City of Boston:

Alexis Fraczk

Steve Mahoney

Step B. Sully

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For the Boston Police Detective's  
Benevolent Society, Superior Officers Unit:

Robert Kjosogard

Paul Mahoney

Mark Hayes

Joseph Sweeney

*David Casey* *David Casey*

*Michael Talbot*

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