

## MEMORANDUM OF AGREEMENT

### CITY OF BOSTON AND BOSTON POLICE DETECTIVES BENEVOLENT SOCIETY 2007-2010 CBA (Detectives' Unit)

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 ("Union").

This Memorandum of Agreement supplements and amends the Collective Bargaining Agreement effective July 1, 2006 through June 30, 2007. Except as otherwise stated herein, these amendments shall be effective as of the execution of the Memorandum of Agreement by the Mayor of Boston and approval by the Boston City Council. Except as expressly provided below, the parties agree that the terms and provisions of their Collective Bargaining Agreement effective July 1, 2006 through June 30, 2007, shall be extended without modification for the period commencing on July 1, 2007 and ending on June 30, 2010.

#### ARTICLE IX – HOURS OF WORK AND OVERTIME

Delete 3(E) paragraph 2 in its entirety.

Add New Section 3(F)

#### F. Training

- For training programs scheduled for five (5) days or more, Detectives may be assigned to a five and two schedule;
- For overnight training assignments, Detectives shall receive two (2) hours of overtime compensation for study and preparation performed outside of the scheduled training day. If the Detective is required to remain overnight on a Saturday or Sunday, he/she shall receive four (4) hours of overtime for each such day;
- With respect to overnight training, any travel that occurs outside of the five (5) work days (i.e., the Sunday before or the Saturday after a Monday through Friday training week) shall be treated as a tour worked out of turn provided that the distance traveled is greater than one hundred and fifty (150) miles from the City of Boston. Accordingly, the Detective shall receive a compensatory day for travel occurring in the aforementioned fashion;
- For all training, the Detectives shall receive eight (8) hours of straight time pay for the first five (5) days of training. Detectives shall receive overtime compensation for actual

training that extends beyond eight (8) hours during the first five (5) days of training and for any training hours scheduled on the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) days of each week;

- With respect to training programs scheduled for four (4) days or less, if the training is scheduled on one or both of the Detectives regularly scheduled day(s) off, he/she shall receive a compensatory day (WI) for each day of training;
- With respect to those training programs scheduled for four (4) days or less, if the training and the Detectives regularly scheduled day off fall on Saturday and/or Sunday, the Detective at his/her discretion shall be entitled to either receive a compensatory day(s) (WI) or overtime for the actual training on such day(s). Any compensatory day(s) (WI) awarded pursuant to this provision shall be used at any time at the Detectives discretion except on First Night, the day of the Boston Marathon and the Caribbean Festival;
- For training that does not require an overnight stay, a Detective shall not be compensated for travel time, unless the training takes place sixty (60) miles or more from Boston Police Headquarters, in which case the Detective shall receive two (2) hours of overtime for commuting to and two (2) hours of overtime commuting from the training. Should training take place one hundred and twenty (120) to one hundred and fifty (150) miles from Boston Police Headquarters the Detective shall receive three (3) hours of overtime commuting to and three (3) hours of overtime commuting from the training;
- The overtime compensation benefits described herein shall not apply to the FBI Academy training in Quantico, VA. Detectives so assigned shall receive their regular compensation for such assignments.

## **ARTICLE XVI – MISCELLANEOUS**

### **Delete all and replace with:**

#### **Section 7. Health Insurance**

The City's contribution to all group hospitalization insurance premiums shall be as follows:

- A. Effective First Pay Period January 2008** the City shall cease to offer Master Medical to bargaining unit members. The City shall offer the indemnity PPO known as Blue Care Elect Preferred, or equivalent coverage. The City's rate of contribution for the indemnity PPO shall be 75%. The employee's rate of contribution shall be 25%.
- B. Effective First Pay Period January 2008** the City's rate of contribution for all approved and authorized health maintenance organizations shall be 87.5%. The employee's rate of contribution for all approved and authorized health maintenance organizations shall be 12.5%.

- C. Effective First Pay Period January 2009** the City's rate of contribution for all approved and authorized health maintenance organizations shall be 85%. The employee's rate of contribution for all approved and authorized health maintenance organizations shall be 15%.
- D. Effective First Pay Period January 2008** the City's rate of contribution for all approved and authorized point of service products shall be 82.5%. The employee's rate of contribution for all approved and authorized point of service products shall be 17.5%.
- E. Effective First Pay Period January 2009** the City's rate of contribution for all approved and authorized point of service products shall be 80%. The employee's rate of contribution for all approved and authorized point of service products shall be 20%.
- F. Adoption of M.G.L. Chapter 32B § 18.**
- i. The Union agrees to support legislation that would allow Cities and Towns to adopt Section 18 and have the option of applying the provisions of Section 18 prospectively.
  - ii. In the event the legislature takes no action on the above-mentioned matter by June 30, 2008, the Union will support the adoption of Section 18, in its current form, by the Boston City Council.
  - iii. Upon adoption by the Boston City Council, the City will meet with the Union and bargain over the impact that the adoption will have on current members upon their retirement. The Union agrees that it will not require the City to bargain such impacts as part of a subsequent successor bargaining agreement even if the parties are already in negotiations for a successor bargaining agreement.
- G. Health Insurance Opt-Out.**

Bargaining unit members declining the City's health insurance benefit shall be eligible for the City's opt-out insurance benefit pursuant to the City's health insurance policy. Those bargaining unit members shall receive fifteen hundred dollars (\$1,500) annually for opting-out of an individual plan or twenty-five hundred dollars (\$2,500) annually for opting-out of a family plan under the above-mentioned policy.

#### Eligibility

To participate employees must currently be enrolled in, or have been enrolled in, medical coverage through the City of Boston and drop the coverage during the Open Enrollment period for at least one year;

Employees are not eligible for the payment unless they have coverage under another plan. Other plans include:

- a. Your spouse's/ partner's plan (as long as he or she is covered by someone other than the City of Boston, Boston Water and Sewer Commission or the Boston Public Health Commission);
- b. A private plan;
- c. A plan offered through a second employer (if you have another job that provides health care benefits); or
- d. A retiree health plan from an employer other than one of the City of Boston groups.

**Section 13. Vacation Starting Time.** Add new second sentence:

The summer vacation period shall commence the second Saturday in June of each calendar year. The summer vacation period shall run for fourteen (14) consecutive weeks (seven (7) two (2) week periods).

**Amend Section 21 and Rule 111, where applicable, to reflect the following changes:**

**Annual Drug Testing**

**Hair Testing procedure to be modified to reflect:**

- A. Three hair samples will be collected at the time of testing.
  1. Two samples will be sent under applicable chain of custody standards to testing lab (Psychemedics);
  2. The third sample will be maintained under secure storage conditions by BPD.
- B. To be identified as positive for cocaine, the initial test must have:
  1. Minimum of 5ng/10mg of cocaine; and
  2. Contain norcocaine (1ng); or
  3. Contain Benzyleconine at a ratio of 5% or greater.
- C. If the initial test is positive, the lab will perform a second test on the second hair sample. If the result of that test is within 30% of the result of the first test, the result of the first test will be deemed confirmed, provided that the result meets the minimum standard set forth in Section B. Otherwise the test will be deemed negative.
- D. A bargaining unit member whose two test results are positive may, at the detective's expense, have the third hair sample tested at an independent laboratory, Quest Laboratories, at that laboratory's limit of detection<sup>1</sup> for the

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<sup>1</sup> 50 pg/mg for all drugs except carboxy THC (marijuana) which is 0.05 pg/mg

substance(s) in question. If the test result does not meet that laboratory's limit of detection for the substance(s) in question, the test shall be deemed negative.

- E. Bargaining unit members who receive a verified positive test result for illicit drugs and who enter into the Rehabilitation Agreement will be subject to random urine testing for the remainder of his/her career.
- F. If the overall result is negative all remaining samples will be destroyed.

## **Section 22 RESIDENCY**

All members of the bargaining unit must be residents of the City of Boston in accordance with the City of Boston's Residency Ordinance (Ord. 1976, c. 9). All bargaining unit members who are on the Department payroll as of July 1, 1994, shall be exempt for their tenure with the Boston Police Department. After ten (10) years of consecutive full-time service (or, in the case of bargaining unit members who have had a break in service due to a work-related disability, ten (10) years of full-time service in total) from date of appointment to the Academy as a student police officer, bargaining unit members will be exempted from the Residency Ordinance.

## **ADD NEW SECTION 24**

The parties agree that the Department, as of July 1, 2008, may assign any or all of the work performed within the Ballistics Unit to members of the bargaining unit or to others, at the Commissioner's sole discretion. The parties reserve their respective rights with regard to other assignments.

The union hereby withdraws, with prejudice, the following matters now pending at the Massachusetts Labor Relations Commission: MUP-07-4839.

## **ADD NEW SECTION 25 – Detective Exam**

The City agrees to conduct an exam once every three (3) years for the purpose of determining a list of eligible candidates whom may be rated as detective.

## **ARTICLE XVII – COMPENSATION**

### **Section 1.** Base wage increase as follows:

<b>FY08</b>	<b>Effective First Pay Period July 2007</b>	<b>2.5% base wage increase</b>
<b>FY09</b>	<b>Effective First Pay Period July 2008</b>	<b>3% base wage increase</b>
<b>FY10</b>	<b>Effective First Pay Period July 2009</b>	<b>3.5% base wage increase</b>

Effective the first pay period in July 2007 all members of the bargaining unit will receive a one time increase to the annual strip base of five hundred dollars (\$500.00) to be applied after the general wage increase.

**Section 3.** Uniform and Clothing Allowance

**FY08 Effective January, 2008**

**increase to \$800**

The Parties agree to form a joint uniform committee to discuss new departmental uniform specifications and compliance standards.

**Section 6.** Weekend Differential

**FY10 Effective First Pay Period July 2009**

**0.5% increase**

**Add new Section 7.** Hazardous Duty Pay

**FY08 Effective First Pay Period July 2008**

Effective the first pay period in July 2008, there will be hazardous duty pay of 1.5% of the strip base for all Detectives. 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.

**FY10 Effective First Pay Period July 2009**

**Edit to read:**

Effective the first pay period in July 2009, there will be an increase in hazardous duty pay of 0.15%, for a total hazardous duty pay of 1.65% of the strip base for all Detectives. 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 new Section 8.** Direct Deposit

Effective the first pay period of January 2008, all bargaining unit members shall be required to receive his/her compensation via direct deposit, if such arrangement has not already been made by the employee prior to that date.


**ARTICLE XVIII – DURATION OF AGREEMENT**

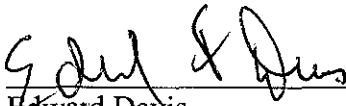
Amend dates to reflect term of this agreement.


In witness whereof, the parties hereto have caused their names to be subscribed as the duly authorized officers and representatives on this 2nd day of October, 2007.


For the City of Boston/Boston Police Department:

  
Thomas M. Menino, Mayor

  
Lisa C. Signori,  
Chief of Administration and Finance

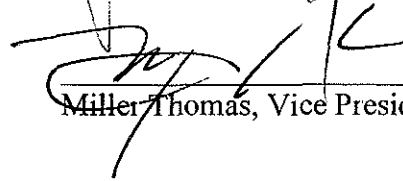
  
Edward Davis,  
Boston Police Commissioner

  
John Dunlap, Director  
Office of Labor Relations

  
Vivian Leonard, Director  
Office of Human Resources

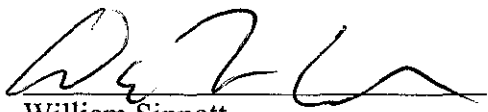
For Boston Police Detectives Benevolent Society:

  
Jack Parlon, President

  
Miller Thomas, Vice President

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Approved as to form:

  
William Sinnott,  
Corporation Counsel

AKG