

**MEMORANDUM OF AGREEMENT**

**FOR A SUCCESSOR COLLECTIVE BARGAINING AGREEMENT (2010-2013)**

**BETWEEN THE**

**CITY OF BOSTON**

**AND**

**BOSTON POLICE DETECTIVES BENEVOLENT SOCIETY, SUPERIOR OFFICERS**

**April 4, 2014**

*This Memorandum of Agreement (“Agreement”) is made pursuant to Massachusetts General Laws Chapter 150E between the City of Boston, Boston Police Department (“City” and/or “Department”) and the Boston Police Detectives Benevolent Society, SO (“BPDBS” and/or “Union”), collectively referred to as the “parties”.*

*This Agreement is subject to ratification by BPDBS, SO of both the July 1, 2013 through June 30, 2016 Memorandum of Agreement and this Agreement covering the period from July 1, 2010 through June 30, 2013, and approval by the Mayor and the Boston City Council. This Agreement shall not take effect unless and until BPDBS, SO has ratified and the Mayor and Boston City Council have approved the 2013-2016 Memorandum of Agreement and this Agreement. This Agreement is effective July 1, 2010 through June 30, 2013.*

*Except as expressly provided below and in the attached exhibits, the parties agree that the terms and provisions of their Collective Bargaining Agreement effective July 1, 2002 through June 30, 2006, their Memorandum of Agreement effective July 1, 2006 through June 30, 2007, and their Memorandum of Agreement effective July 1, 2007 through June 30, 2010 shall be extended without modification for the period commencing July 1, 2010 and ending June 30, 2013.*

**ARTICLE VII - HOURS OF WORK AND OVERTIME**

**Add a new Section 6 entitled “Safe Street Team Unit” to provide as follows:**

Section 6 . Safe Street Team Unit: There shall be a Safe Street Team (SST) Unit whose purpose shall be to deploy teams of officers to specific locations that the Police Commissioner determines would benefit from a concentrated police presence. The SST members will focus on interacting with residents and business owners and will primarily, but not necessarily exclusively, utilize foot patrols and bicycle patrols, as opposed to patrol cars, to maximize the time members are interacting with the public. Members of a SST may respond to radio calls for service ordinarily handled by district patrol officers if the call corresponds to their assigned SST location. However, they will generally not respond to radio calls for service outside their location.

Examples of specific locations to which a SST may be deployed include, but are not limited to, a neighborhood, housing development, business district or park or playground such as: Bowdoin/Geneva; Downtown Crossing; Codman Square; Grove Hall; Franklin Field; Lenox Housing; and Uphams Corner.

The Department shall post, department-wide, Safe Street Team Police Officer (SSTPO) vacancies. All police officers will be eligible to apply for SSTPO vacancies. Selection of an employee for a SSTPO assignment shall be made on the basis of qualifications and abilities as determined by the Commissioner or his designee.

SSTPOs will be part of a centralized unit assigned back to the districts provided, however, that they will be eligible for paid details and non-SST overtime through Area F. The SST unit will have a separate overtime list for SST assignments. The Department shall assign overtime arising in the SST unit to SSTPOs consistent with the purposes of the unit as defined in this subsection.

Current SSTPOs who wish to remain on a SST need to apply for a vacancy. If selected, he/she shall be detailed to his/her present assignment and shift.

Equipment and uniforms for SSTPOs will be provided without affecting officers' current uniform allowance.

**Add a new Section 7 entitled "Compensatory Time" to provide as follows:**

Section 7 . Compensatory Time:

1. Accrual of Compensatory Time: Members of the BPDDBS, SO may only earn compensatory time in lieu of overtime for service performed in the following categories:
  - A. Officer Initiated Out of Turn Service:**
    - i. "Officer Initiated Out of Turn Service" shall be defined as an out of turn tour of duty which is substituted for a regularly scheduled tour of duty by mutual agreement between the Department and the employee.
    - ii. An officer may be allowed to swap tours of duty outside of his/her regularly assigned shift (day tour for night tour, etc.). The out of turn tour must be worked prior to the regularly scheduled tour of duty being taken off.
    - iii. When an officer requests to work an out of turn tour of duty, the officer must specifically designate the regularly scheduled tour(s) of duty he/she intends to take off. Such tour(s) must be within the same Fair Labor Standards Act ("FLSA") pay period as the day the officer "worked in."
    - iv. Upon receiving a written request to work an out of turn tour of duty, signed by the affected officer(s), the commanding officer may allow the swapping of a tour of duty as described herein. The commanding

officer's discretion is paramount in these cases and his/her decision is not subject to Article V ("Grievance Procedure").

- v. An officer is not entitled to a guaranteed minimum number of hours for "Officer Initiated Out of Turn Service." All time will be calculated based on actual hours worked. Accrued time must be used in full shift increments and the bargaining unit member must have sufficient accrued time for each shift he/she "works out."

~~**B. Officers Performing Certain Administrative Functions:** Time and Attendance Clerks, Detail Clerks, and Chief Clerks performing certain administrative functions pursuant to Article XVI, Section 24 of the collective bargaining agreement may, at the discretion of the Captain, earn compensatory time for service he/she performs on behalf of another officer performing the same administrative functions. Such officers shall accrue said compensatory time on a straight time ("hour for hour") basis unless overtime compensation is required pursuant to the Fair Labor Standards Act (FLSA).~~

~~**BC. Training:** An officer is entitled to earn compensatory time in accordance with Article VIII ("Hours of Work & Overtime"), Section 3F ("Training-Issues").~~

~~**CD. Overtime Service on a Vacation Day:** An officer who is called in for overtime service during his/her vacation shall receive, in addition to the overtime compensation otherwise provided under Article VII, Section 4(D) of the collective bargaining agreement, a compensatory day off for each such day of vacation on which he/she performs overtime service.~~

~~**DE. Department Meetings:** By mutual agreement between the Department and the employee an officer (or officers), other than Community Service Officers, may attend a meeting other than on the officer's regular tour of duty, without regard to the "low man" principle, if there is a special need for sending the selected officer(s) to the meeting or event, i.e. sending an officer familiar with crime in a particular location to a meeting about crime in that particular location. The selected officer(s) shall accrue compensatory time on a straight time ("hour for hour") basis for attending the meeting or event unless overtime compensation is required pursuant to the Fair Labor Standards Act (FLSA).~~

~~**EF. Voluntary Assignments:** By mutual agreement between the Department and the employee, the Department shall have the right to grant compensatory time in lieu of pay for the following voluntary assignments:~~

- vi. Award ceremonies
- vii. Funeral escorts/wakes
- viii. Gaelic Column
- ix. Honor Guard
- x. Community meetings and events such as mentoring programs, community crime prevention meetings, basketball games, tennis programs, or any other activity designed to improve relationships between the Department and the community.

Employees who earn comp time in lieu of overtime for the categories of service listed in Section 1(F) shall receive a minimum of four (4) hours of compensatory time.

An employee shall receive comp time on an hour for hour basis for any work that is performed in excess of four (4) hours in these above-mentioned categories, unless otherwise required by the FLSA to be 1.5 hours per hour.

**FG.** The parties agree that a lunch break is not considered “hours worked” for purposes of accruing FLSA compensatory time.

## 2. Compensatory Time Banks

- A. The Department will establish two compensatory time banks. One compensatory time bank shall be used to record contractual compensatory time earned for each officer and the other bank shall be used to record FLSA compensatory time earned for each officer.
- a) Effective four (4) months after City Council approval, the maximum number of hours an employee may have in his/her FLSA and Contractual Comp time bank combined shall be one-hundred and sixty (160) hours. Four (4) months after City Council approval, the City will make a payment to each employee to bring his/her combined bank down to a total of one-hundred and sixty (160) hours.
  - b) Effective January 2015, the maximum number of hours an employee may have in his/her FLSA and Contractual Comp time bank combined shall be eighty (80) hours. In January 2015, the City will make a payment to each employee to bring his/her combined bank down to a total of eighty (80) hours.
  - c) Four (4) months after City Council approval, if an officer accumulates more than one-hundred and sixty (160) hours in his/her banks combined, then the Department will pay the officer the number of hours necessary to bring his/her banks down to one-hundred and sixty hours. The Department will process these adjustment payments at least once per calendar quarter.
  - d) Effective January, 2015, if an officer accumulates more than eighty (80) hours in his/her banks combined, then the Department will pay the officer the number of hours necessary to bring his/her banks down to eighty (80) hours. The Department will process these adjustment payments at least once per calendar quarter.
  - e) If an officer exceeds the applicable maximum hours in his/her banks combined, s/he shall not be permitted to perform any additional “Officer Initiated Out of Turn Service” until he/she drops below the applicable maximum hours in his/her banks combined.

3. Use of Compensatory Time

A. Any and all requests to use compensatory time other than "Officer Initiated Out of Turn Service" which is governed by Paragraph 1(A) of this Section, shall be made pursuant to the following procedures:

- i. The officer shall make a written request for the use of compensatory time off using form 0047-BFS-1011.
- ii. Compensatory time may only be used in full tour increments.
- iii. Officers requesting to use either contractual or FLSA compensatory time shall make a written request at least ninety-six (96) hours before the beginning of the first shift in which the compensatory time off would fall.
- iv. A request to use FLSA compensatory time shall be subject to the standard as set forth in the Fair Labor Standards Act ("FLSA") and interpreted by the courts.
- v. If the Department approves an officer's request to use compensatory time, the Department shall first deduct the compensatory time from the officer's FLSA compensatory time bank. If the officer does not have any compensatory time in his/her FLSA compensatory time bank, the Department shall deduct the compensatory time from the officer's contractual compensatory time bank.

B. The following restrictions apply to the use of compensatory time.

- i. The City is not required to grant any request(s) to use compensatory time where the Police Commissioner determines that staffing levels must be temporarily increased to meet public safety needs. This includes but is not limited to the following events/circumstances: First Night, Boston Marathon, Caribbean Festival, July 4<sup>th</sup>, major sporting events, major cultural events, and weather emergencies.
- ii. If an officer is receiving minimum hours for any overtime service, i.e. court overtime and recall overtime, he/she shall not be eligible to earn compensatory time until the period for which he/she is receiving compensation for the minimum hours has concluded.
- iii. Notwithstanding Paragraph 3(B)(ii) of this Section, if an officer is off duty pursuant to a C-Day, E-Day, P-Day, L/O Day, vacation day, compensatory day, blood or cancer day, court vacation day, administrative leave, absent pending, bereavement leave, holiday, sick day, IOD, small necessities leave act day, FMLA, military leave, training day, SWO or suspension, he/she shall not be allowed to earn compensatory time on any tour of duty during that calendar day.
- iii.iv. A request to use contractual compensatory time shall be subject to the Department's operational needs and shall not be unreasonably withheld.
- iv. ~~In any district or unit with greater than 25 officers, on weekdays (any shift between 4 p.m. Sunday through 4 p.m. Friday), up to four (4) officers may use **contractual** compensatory time, and on weekends (any shift from 4 p.m. Friday through 4 p.m. Sunday) up to three (3) officers may use **contractual** compensatory time during any month of~~

- the year (“low season”) **except** the 14 summer vacation weeks and the 2 weeks around Christmas (“high season”), during which each of these totals shall be reduced to three (3) and two (2) officers, respectively;
- v. In any district or unit with fewer than 25 officers, up to two (2) officers may use **contractual** compensatory time during any month of the year **except** the 14 summer vacation weeks and the 2 weeks around Christmas, during which this total shall be reduced to one (1) officer.
  - vi. Provided, however, that the number of officers on contractual compensatory time where there are also officers on the shift on FLSA compensatory time shall be determined in accordance with the following chart:

Unit Size	Low Season Weekdays	Low Season Weekends
<b>Greater than 25:</b>		
FLSA Comp. Time Officers Off	0 1 2 3 4 5 6 or more	0 1 2 3 4 or more
CBA Comp. Time Dept. Must Allow	4 4 4 3 2 1 0	3 3 2 1 0
<b>High Season Weekdays</b>		
FLSA Comp. Time Officers Off	0 1 2 3 4 or more	0 1 2 3 or more
CBA Comp. Time Dept. Must Allow	3 3 2 1 0	2 2 1 0
<b>25 or Fewer:</b>		
<b>Low Season (All Days in a Week)</b>		
FLSA Comp. Time Officers	0 1 2 3 or more	
CBA Comp. Time Dept. Must Allow	2 2 1 0	
<b>High Season (All Days in a Week)</b>		
FLSA Comp. Time Officers	0 1 2 or more	
CBA Comp. Time Dept. Must Allow	1 1 0	

- C. Upon separation of employment from the Department, employees shall receive compensation for all accrued but unused compensatory time.
- D. Additional use of contractual compensatory time over and above that which is outlined in Paragraph 3B(iv) through (vi) hereof may be approved at the commanding officer’s discretion. The commanding officer’s decision to deny the additional use of contractual compensatory time over and above what is outlined in Paragraph 3(B)(iv) through (vi) of this section shall not be subject to the grievance procedures of the contract.
- E. The parties shall meet semi-annually to review the use of compensatory time. The Department shall provide details of compensatory time usage at those meetings.

## **ARTICLE XVI - EMPLOYEE RIGHTS AND REPRESENTATION**

**The following language will be added to Article XVI, Section 2:**

Section 2. Detective Superiors 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. Detective Superiors attending such meetings on a non-working day when the activity cannot be reschedule shall receive a minimum of four (4) hours of compensatory time, and after that shall receive compensatory time on a hour for hour basis.

## **ARTICLE XVII- COMPENSATION**

**Amend Section 1 to read as follows:**

Section 1. The compensation provisions of this agreement are as follows:

Effective January 1, 2011 (FY 11): 2.5%

Effective July 1, 2011 (FY 12): 1.0%

Effective July 1, 2012 (FY 13): 1.0%

Employees will receive all retroactive overtime increases for the FY11 through FY13 period.

## **ARTICLE XVIII- MISCELLANEOUS**

**Add a new Section 24 entitled "GPS" to read as follows:**

Section 24. GPS: 1. The Department may implement GPS any time within forty five (45) days after funding of the award.

2. The City shall provide notice to all officers forty five (45) days prior to implementation that GPS will be installed and implemented in department vehicles; that it will display in real time on a video screen the location, movement and speed and that it will record for later reference all information displayed.

3. The information delivered by the devices during their first six (6) months of operation shall not be used by the department for disciplinary action of officers.

4. When the Department receives a public information request or a subpoena for GPS information involving a Detective Superior Officer, the department shall notify the officer, furnish a copy of the subpoena and allow the officers the reasonable time to oppose or otherwise react to the subpoena.

**ARTICLE XIX- DURATION OF AGREEMENT**

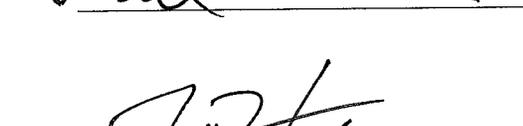
**Amend Section 1 to read as follows:**

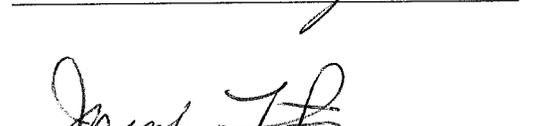
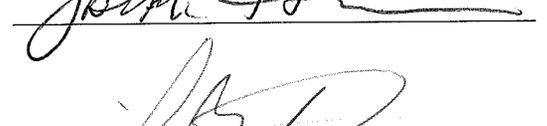
**Section 1.** This agreement shall be effective July 1, 2010, through June 30, 2013 and shall continue in force and effect until superseded by the July 1, 2013 through June 30, 2016 agreement executed contemporaneously herewith; however, nothing in this Agreement shall be construed to provide for increases in wages or benefits as a result of settlements with other City of Boston employee groups.

In witness hereof, the City of Boston and the Boston Police Detectives Benevolent Society ("BPDBS SO"), have caused the Agreement to be signed on the 4<sup>th</sup> day of April, 2014

CITY OF BOSTON

BOSTON POLICE DETECTIVES  
BENEVOLENT SOCIETY -SUPERIOR  
OFFICERS

  
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