TENTATIVE AGREEMENT

by and between the BOSTON POLICE DETECTIVES BENEVOLENT SOCIETY, FORENSICS UNIT FORENSICS GROUP and CITY OF BOSTON

On May 22, 2023, the parties reached a tentative agreement subject to ratification by the Boston Police Detectives Benevolent Society, Forensies Unit Forensies Group (Union) and approval by the Mayor and the Boston City Council. This three year agreement is the product of successor collective bargaining to the October 1, 2017 to September 30, 2020 agreement between the City of Boston (City) and the Union. This agreement is effective October 1, 2020 through September 30, 2023. This agreement shall not take effect unless and until it is ratified by the Union membership, approved by the Mayor, and funded by the City Council.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is made pursuant to Chapter 150E of the General Laws by and between the City of Boston (City), and the Boston Police Benevolent Society – Forensics Group (Union). This MOA supplements and amends the Collective Bargaining Agreement effective October 1, 2017 to September 30, 2020. Except as expressly provided below, the parties agree that the terms and provisions of their collective bargaining agreement effective October 1, 2017 through September 30, 2020 shall be extended without modification for the period commencing on October 1, 2020 and ending on September 30, 2023.

1. Amend Article 20 COMPENSATION to provide the following increases.

Section 1A

- Effective the first pay period of January 2021 All Employees will receive a 2 percent pay increase.
- Effective the first pay period of January 2022 All Employees will receive a 1.5 percent pay increase.
- Effective the first pay period of January 2023 All Employees will receive a 2 percent pay increase.

Retroactive pay shall be limited to employees of the City on the date that the Union ratifies this Memorandum of Agreement. Employees who separated from employment for any reason prior to the date the Union ratifies this Memorandum of Agreement shall not be eligible for retroactive pay.

Add a new section, Section 1B as follows:

In recognition for the hard work during the COVID-19 pandemic, bargaining unit members employed on June 30, 2022 shall receive a one-time lump sum payment of one thousand dollars (\$1,000) minus standard deductions, effectuated within ninety days from City Council funding.

- 2. Amend Article 14 HOLIDAYS to include Juneteenth.
- 3. Article 17 OTHER LEAVES OF ABSENCE.

Add a new Section 9 as follows:

Wellness Days. On a one-time only, non-precedent setting basis, the City will award two (2) Wellness Days for use during calendar year 2023 to regular full-time active status union members hired before the execution of this Agreement.

This benefit is awarded on a "one-time basis" for calendar year 2023, and will expire on December 31, 2023, and does not establish precedent or practice. This Wellness Day shall not carry over into calendar year 2024 under any circumstances; nonuse of any or all of these days shall not entitle an employee to extra leave or compensation on the basis of nonuse and is not subject to any annual buy back, rollover, or severance. Use of these days is subject to approval by an employee's supervisor.

4. Amend Section 1 of Article 6, DISCIPLINE AND DISCHARGE, as follows:

Section 1.

No employee who has completed twelve months of actual work shall be disciplined, suspended, or discharged except for just cause. An employee who appeals his/her suspension or discharge under Civil Service law, retirement law, or any other statutory appeal procedure shall not have access for such grievance under the contract grievance and arbitration procedure. When an employee who is eligible to appeal his/her grievance under Civil Service law or otherwise under the preceding sentence elects to proceed under the grievance and arbitration procedure with the Union's approval, such dispute may be processed under the contract grievance and arbitration procedure, in which case the contract grievance and arbitration procedure shall be the exclusive procedure for resolving such grievance in accordance with GL e 150E, § 8.

In the event of group-discipline arising out of the same incident, the dispute-shall be processed under the contract grievance and arbitration procedure only for those employees who sign the grievance.

Employees shall serve a six-month promotional probationary period upon promotion. The Department may return a promoted Criminalist to his or her previous position during the six month promotional probationary period.

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