MEMORANDUM OF AGREEMENT

FOR A SUCCESSOR COLLECTIVE BARGAINING AGREEMENT (2013-2016)

BETWEEN THE

CITY OF BOSTON

AND

BOSTON POLICE SUPERIOR OFFICERS FEDERATION

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 Superior Officers Federation ("BPSOF" and/or "Union"), collectively referred to as the "parties".

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

This Memorandum of Agreement supplements and amends the Collective Bargaining Agreement effective from July 1, 2010 through June 30, 2013. Except as provided below, the parties agree that the terms and provisions of their Collective Bargaining Agreement effective July 1, 2010 through June 30, 2013 shall be extended without modification from the period commencing July 1, 2013 and ending on June 30, 2016.

ARTICLE XVII- COMPENSATION

Amend Section 1 to read as follows:

<u>Section 1.</u> The compensation provisions of this agreement are as follows:

Effective October 1, 2013 (FY 14): 3.0%

Effective October 1, 2014 (FY 15): 3.0%

Effective October 1, 2015 (FY 16): 3.0%

Add a new Section 11 entitled "Cumulative Risk Enhancement Adjustment" to read as follows:

Section 11. Cumulative Risk Enhancement Adjustment: After the 3% base wage increase on October 1, 2013, a new twenty (20) year Strip Base, equal to the 3rd year Annual Strip Base Wage plus \$3,000, will exist effective July 2014 (FY 15). This new twenty (20) year Strip Base Wage will be the new Strip Base for all BPSOF members with twenty (20) to twenty-four (24) years of service, regardless of eligibility to receive other career or education payments.

After the 3% base wage increase on October 1, 2013, a new twenty-five (25) year Strip Base, equal to the 3rd year Annual Strip Base Wage plus \$6,000, will exist effective July 2014 (FY 15). This new twenty-five (25) year Strip Base will be the new strip base for all BPSOF members with twenty-five (25) or more years of service, regardless of eligibility to receive other career or education payments. This adjustment does not impact the 3rd Annual Strip Base.

ARTICLE XVIIA- EDUCATIONAL INCENTIVE PLAN AND LONGEVITY BENEFITS PROGRAM

Amend Article XVIIA to be entitled "Educational Incentive Plan and Longevity Benefits Program"

Delete existing Section 1 language and amend Section 1 to read as follows:

Section 1. Longevity Benefits Program: Longevity benefits will replace the Transitional Career Awards Program. Longevity benefits shall only be available to those members not receiving educational incentives. Starting in July 2013 (FY 14), the Longevity benefits will be as follows:

5 Years of service: \$2,000 10 Years of service: \$4,000 15 Years of service: \$6,000 20 Years of service: \$8,000

Add a new Section 10 to read as follows:

Section 10. Quinn incentives will remain at fifty percent (50%) through FY 13. Incentives will increase starting on July 1, 2013 as follows;

FY 14 to 65% FY 15 to 70% FY 16 to 75%

Add a new Section 11 to read as follows:

Section 11. Starting in July 2013 (FY 14), post-Quinn hires with equivalent education will receive a New Education Incentive equal to the benefits described in Section 10 of this Article*. except there will be no program incentive for post-BA degrees.

*Officers hired prior to July 1, 2009 and eligible to receive Quinn Bill benefits pursuant to M.G.L. c. 41 § 108L as amended in 2009, will continue to be eligible to accumulate the maximum number of credit hours and can earn sufficient credit hours to receive payment at the Master's degree rate.

*Officers hired prior to July 1, 2009 but not eligible to receive Quinn Bill benefits as a result of the 2009 amendments to the statute, will be eligible for the new educational incentive upon attainment of a Quinn qualifying degree as determined by the Massachusetts Board of Higher Education list of qualifying degrees and certified institutions, up to the payment of a Master's degree rate.

ARTICLE XX- DURATION OF AGREEMENT

Amend Article XX to read as follows:

Section 1. This agreement shall take effect July 1, 2013, and shall continue in force and effect until superseded by a new collective bargaining agreement; 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.

Section 2. On or after March 1, 2016, either party may submit its proposals for a new Agreement to be effective on the termination of this Agreement, and the parties shall proceed forthwith to bargain collectively with respect thereto.

In witness hereof, the City of Boston and the Boston Police Superior Officers Federation ("BPSOF"), have caused the Agreement to be signed on the 4th day of April, 2014.

CITY OF BOSTON

Martin J. Walsh, Mayor of Boston

David Sweeney, Chief Financial Officer

Joseph Rull, Chief of Operations

Paul Curran, Director Office of Labor Relations

Vivian Leonard, Director Office of Human Resources

Eugene O'Flaherty, Corporation Counsel

Approved as to form:

BOSTON POLICE SUPERIOR OFFICERS

FEDERATION

John E. Kervin, President

Mark J. Parolin, Vice-President

Jeanne L. Carroll, Treasurer

Steven M. Sweeney, Secretary

Leah Marie Barrault, Esq. Pyle, Rome Ehrenberg PC

ORL