

**MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF BOSTON
AND
THE MUNICIPAL POLICE SUPERIOR OFFICERS ASSOCIATION,
IBPO Local 539**

BEGINNING JULY 1, 2002
EXPIRES JUNE 30, 2005

This Agreement is made pursuant to Chapter 150E of the General Laws by and between the City of Boston, hereinafter the City, or the Municipal Employer, and the Municipal Police Superior Officers Association, IBPO Local 539, hereinafter the Union.

This Memorandum of Agreement supplements and amends the Collective Bargaining Agreement effective July 1, 1999 to June 30, 2002. Except as otherwise stated herein, these amendments shall be effective as of the execution of this Memorandum of Agreement by the Mayor of Boston.

Article II, Residency

Delete existing "residency" language and substitute the following: "All members of the bargaining unit hired on or after July 1, 1990 shall be subject to the terms of the City of Boston Residency Ordinance, Ord., 1976, c. 9, as amended".

Article XII, Sick Leave and Personal Days

Amend the first sentence of Section 9, to read as follows: "Every employee who has completed his probationary period, shall be eligible for four (4) personal days to be taken in the calendar year. Only the third and fourth personal days that an employee takes in a calendar year shall be charged to accumulated sick time".

Add a new Section 11 to Article XII entitled, "Sick Leave Buyback at Retirement", to read as follows: "Upon the retirement of an employee pursuant to the regulations of the State-Boston Retirement Board, the City shall redeem a percentage of the employee's accrued but unused sick leave payable to the employee. The City shall redeem no more than twenty (20 %) of the total accumulated sick leave at the employee's rate of pay at the time of retirement."

Article XIX, Paying Details

Add at the end of Section 1: "The Department will make best efforts to pay detail money owed within thirty (30) days from the pay period in which such details were worked".

Modify paid detail rate contained in Section 2 to provide a new paid detail rate of thirty-five dollars (\$ 35.20). Modify the second sentence of Section 2 to provide that the Union shall have an option to raise the detail rate by up to \$ 2 (two dollars) on June 30, 2006 by written notice to such effect delivered to the Director.

Article XXVI, Miscellaneous

Add the following at the end of Section 4, entitled "Health Insurance": "The Union acknowledges the City's important role in bargaining with group health insurance providers and agrees that the City may add or drop group health insurance plans in accordance with c. 32B".

Article XXVII, Compensation

Modify Section 1 to reflect the following across-the-board increases:

Effective the first pay period in July 2002 provide a 2 % base wage increase;

Effective the first pay period in July 2003 provide a 2 % base wage increase;

Effective the first pay period in Oct. 2004 provide a 2.5 % base wage increase;

Add a new Section entitled "Bi-Weekly Payroll" to provide as follows: "The City may, upon 30 calendar days notice to the Union, change from paying employees weekly to paying employees bi-weekly or any other such pay period allowed by law".

Add a new Section entitled "Educational Incentive" to provide as follows:

An employee shall receive the higher of the following educational incentives: (a) for earning an Associates Degree in law enforcement or 60 credits toward a Baccalaureate Degree in law enforcement, the sum of \$ 16.00 weekly; (b) for earning a Baccalaureate Degree in law enforcement, the sum of \$ 24.00 weekly.

All employees in the unit shall receive education pay incentives only for degrees or credits in law enforcement programs. Such degree or credits must be earned in the manner specified in Chapter 835 of the Acts of 1970, as amended.

The Appointing Authority of unit members shall administer the provisions of this Section applicable to educational pay incentives. Educational incentive payments shall be made weekly, shall be included in base pay for the purpose of computing overtime, court time, sick pay, worker's compensation pay, holiday and vacation pay, and shall be considered regular compensation for pension / retirement purposes.

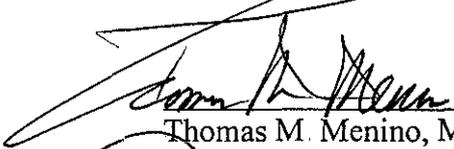
Article XXVIII, Duration of Agreement

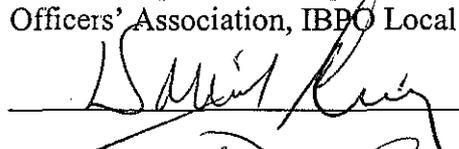
Modify to reflect a successor collective bargaining agreement to cover the period from July 1, 2002 to June 30, 2005.

In witness hereof, the City of Boston and the Municipal Police Superior Officers Association, IBPO Local 539, have caused the Agreement to be signed, executed and delivered on the 12th day of August, 2004

The City of Boston,

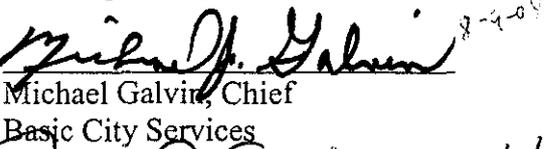
The Municipal Police Superior Officers' Association, IBPO Local 539,

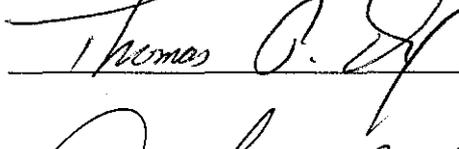
 8-12-04
Thomas M. Menino, Mayor

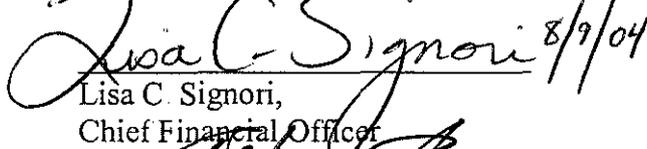


 8/9/04
Dennis A. DiMarzio
Chief Operating Officer

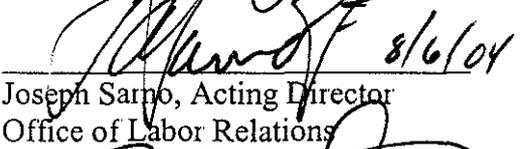


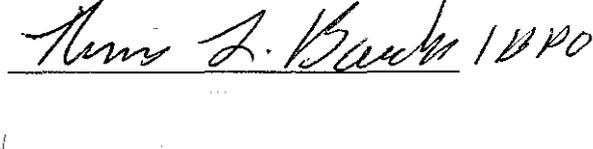
 8-9-04
Michael Galvin, Chief
Basic City Services

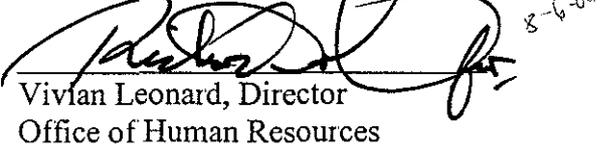


 8/9/04
Lisa C. Signori,
Chief Financial Officer



 8/6/04
Joseph Sarno, Acting Director
Office of Labor Relations



 8-6-04
Vivian Leonard, Director
Office of Human Resources

Approved as to form:

 8-5-04
for Merita A. Hopkins, Corporation Counsel