

**MEMORANDUM OF AGREEMENT  
BETWEEN  
CITY OF BOSTON  
&  
MUNICIPAL POLICE SUPERIOR OFFICER'S ASSOC.**

The City of Boston and the Municipal Police Superior Officer's Association, IBPO, hereby agree to the following modifications to the 1993-1996 Collective Bargaining Agreement. Except as amended herein, this Memorandum of Agreement carries forward and preserves the terms and conditions of the Agreement noted above and except as otherwise stated herein, these amendments shall be effective as of the date of execution of the Memorandum of Agreement by the Mayor of the City of Boston.

1. Delete Article 2 and replace with the following: "All employees hired or promoted into the bargaining unit after October 23, 1993 shall be subject to the terms of the City of Boston Residency Ordinance (Ord. 1976, c. 9 as amended)"

2. Compensation - increase base wages as follows,

1<sup>st</sup> Wednesday in July 1996 3%

1<sup>st</sup> Wednesday in July 1997 3%

1<sup>st</sup> Wednesday in July 1998 3%;

3. New Article Performance Evaluations

The Department and the Union agree to create a performance evaluation committee that will seek a means to impartially evaluate job performance. There will be an initial meeting of the committee within sixty (60) days after execution of the contract. The committee shall be comprised of three (3) representatives of the Department and three (3) union representatives and will meet quarterly or as determined by the committee. The performance evaluation system shall be implemented no later than one year from the initial committee meeting. The Department and the Union agree that members of this bargaining unit will be evaluated and will also be responsible for evaluating the performance of subordinate personnel. The Department agrees to provide training to all employees covered by the Agreement relative to methods and procedures for evaluating subordinate personnel. Performance evaluations may be used for any purpose except that they shall not constitute discipline. At the conclusion of the one year period, should the parties be unable to agree to a system of evaluation, either party may move the matter to expedited arbitration for the sole purpose of determining whether the Department's system is fair and reasonable;

4. New provision, Article XXVI, Section 5.5:

After the probationary period, all employees covered by the Agreement shall be subject to the provisions of Rule 111, Substance Abuse Policy, S O # 95-2 of the Boston Police Department Attached hereto. The parties understand that this provision does not alter the parties' agreement relative to the drug testing of probationary personnel;

5. Article XXI, Section 1 Clothing Allowance, increase as follows:

1<sup>st</sup> Wednesday July 1997 \$450 to \$550  
1<sup>st</sup> Wednesday July 1998 \$550 to \$700;

6. Create New Section; Article XXVII, Section 4,  
Training Instructor Incentive:

Effective July 1, 1998, bargaining unit members assigned to act as Senior Training Instructors shall receive an incentive of ten dollars (\$10) per week. Effective July 1, 1998, bargaining unit members assigned to act as Assistant Training Instructors shall receive an incentive of eight dollars (\$8) per week. The Department retains its managerial right to determine staffing levels for these two positions. This incentive shall not be included in the Instructor's base pay for the purpose of computing overtime rates

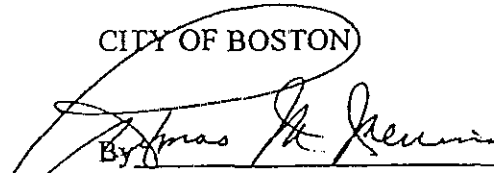
Except as otherwise provided herein, this Agreement shall take effect as of the date of execution and shall remain in effect until June 30, 1999.

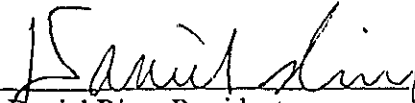
On or after November 1, 1998, the Association or the City may notify the other of its desire to open negotiations for a successor contract and the parties shall proceed to bargain collectively with respect thereto. Notification under this section shall be accomplished by the Association's delivery of a copy of its proposals to the Mayor, and two additional copies to the Office of Labor Relations.

The undersigned agree that they have negotiated the above terms and shall expend their best efforts to attain ratification by the Association and subsequent execution by the City.


CITY OF BOSTON

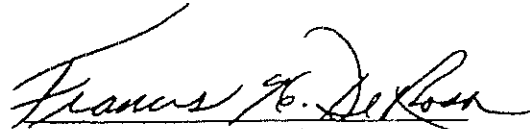
MUNICIPAL POLICE SUPERIOR  
OFFICER'S ASSOC.


  
By Thomas M. Menino  
Thomas M. Menino, Mayor


  
Daniel Ring  
Sgt. Daniel Ring, President

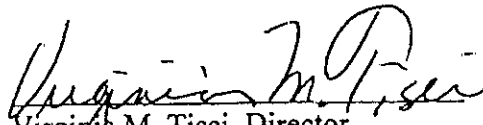
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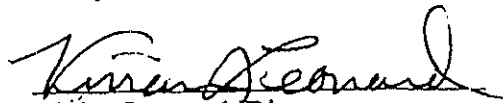
  
Dennis A. DiMarzio  
Dennis A. DiMarzio  
Chief Operating Officer

  
Lt. Francis DeRosa  
Lt. Francis DeRosa, Vice President


  
Edward J. Collins  
Edward J. Collins  
Chief Financial Officer

  
Robert Francis  
Robert Francis, Deputy Director  
Municipal Police Department

  
Virginia M. Tisei  
Virginia M. Tisei, Director  
Office of Labor Relations

  
Vivian Leonard  
Vivian Leonard, Director  
Office of Human Resources

APPROVED AS TO FORM:

  
Merita A. Hopkins  
Merita A. Hopkins  
Cororation Counsel

Date: 5/14/98