

MEMORANDUM OF AGREEMENT
between the City of Boston and the
Boston Police Cadets' Association
2006-2007

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 Boston Police Cadets Association ("the Union"). This one-year agreement supplements and amends the collective bargaining agreement effective from July 1, 2004 through September 30, 2006. Except as expressly provided below, the parties agree that the terms and provisions of their prior collective bargaining agreement shall be extended without modification for the duration of the present contract. Except as expressly provided herein, the effective date of the changes specified shall be the date that the final Memorandum of Agreement is signed by the Mayor of Boston.

Article IV, Employee Rights and Representation

Delete existing **Section 3**, and substitute the following:

Section 3. Police cadets are appointed and serve in accordance with M.G.L. c. 147 § 21A and therefore may be terminated at any time. However, the Superintendent of the Bureau of Field Services, or his / her designee, shall offer to provide a pre-disciplinary / pre-termination hearing to any cadet charged with misconduct. The decision of the Superintendent of the Bureau of Field Services will be final and shall not be the subject of grievance or arbitration. The employee and the Union shall receive written notice of the employee's right to this hearing when misconduct is charged. The notice will provide a date and time for the hearing.

Article XII, Sick Leave and Personal Days

Increase to four (4) paid personal leave days. The fourth personal day shall be deducted from accumulated sick leave.

Article XVI, Miscellaneous

Section 9

Delete current second sentence and replace with the following:

"To be eligible for appointment, Police Cadet candidates must not be less than 18 and not more than 27 years of age".

Add new **Section 11** as follows:

"After appointment, each cadet shall be subject to an annual hair test within thirty (30) days of his / her birthday. The sample collection and result reporting procedures of BPD

Rule 111, Appendix D (as amended) shall be applicable to such hair test. However, the provisions of Rule 111 regarding a 45-day suspension and rehabilitation agreement for a first-time offense shall not apply. The contractual recourse for Cadets is access to the pre-termination hearing referenced in Article IV, § 3”

Add new **Section 12** as follows:

Any employee injured at work must immediately, or as soon as physically capable, notify in writing on City-approved forms both the worker's compensation service and his/her department head of the date, time, location and nature of the injury.

The Department personnel officer or designee shall endeavor to contact the employee at his or her last known address (using the letter attached as Appendix I) upon receipt of notice from the City’s Worker’s Compensation Division that the employee’s benefits have been terminated. However, the employee shall bear the responsibility for notifying both the worker's compensation service and the employee's department head of all developments in the employee's worker's compensation case. In particular, the employee must notify the department head when the employee appeals any rulings of the City’s Worker's Compensation Division or of the Commonwealth of Massachusetts Division of Industrial Accidents, or related entities.

Also, the employee must immediately notify his/her department head in writing when he/she has been cleared for return to work regarding his/her intent to return to work or request applicable leave. Any employee who fails to notify his/her department head of his/her ability to return to work after being medically cleared to do so through the Worker’s Compensation process shall be subject to discipline or discharge. Any employee who fails to notify his/her department head accordingly, and within fourteen (14) days of receiving medical clearance to return to work fails to return may be considered to have voluntarily separated from service. Such separation shall only be a subject of the grievance and arbitration article hereunder through Step 3 and shall not be subject to arbitration.

All employees returning to work from work related injuries may be ordered to submit to a medical examination.

Article XVII— Uniforms

Section 1. Add “Shoes” to the list of articles provided to Cadets at appointment. Add the following: “Shoes will be provided to Cadets once per calendar year on a date to be determined by the Department”.

Article XVIII— Compensation

Section 1. Provide a base wage increase as follows:

Effective the first pay period after October 1, 2006, provide a 2 % base wage increase.

Add: “For this contract round (October 1, 2006 to September 30, 2007) retroactive payments for actual, active service shall be made to current bargaining unit members and to those persons who left the bargaining unit during the term of the contract”.

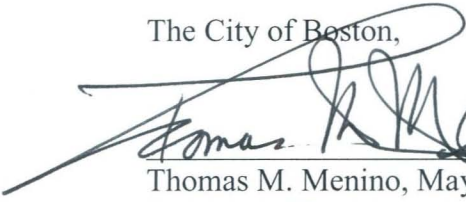
Section 3—Uniform Allowance. Amend the last sentence to provide a \$ 300 annual uniform allowance as follows: “Effective July 1, 2007, the annual uniform allowance shall be three hundred dollars (\$ 300).”

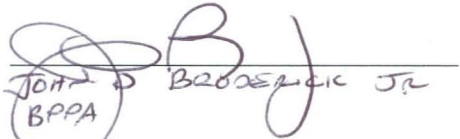
Article XX— Duration of Agreement. Replace the dates in Article XX to reflect a one-year contract effective from October 1, 2006 through September 30, 2007.

In witness hereof, the City of Boston and the Boston Police Cadets’ Association have caused the Agreement to be signed, executed and delivered on the 12th day of June, 2007

The City of Boston,

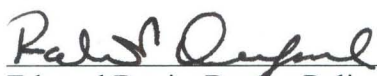
The Boston Police Cadets’ Association,


Thomas M. Menino, Mayor

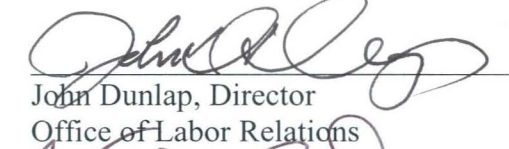

John D. Brosnan Jr.
BPPA


Lisa C. Signori,
Chief Financial Officer

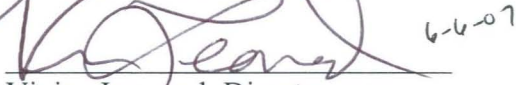

Boston Eagle


for 
Edward Davis, Boston Police
Commissioner 06-07-07


William Byrd


John Dunlap, Director
Office of Labor Relations


Gary Hare


Vivian Leonard, Director
Office of Human Resources 6-6-07

Approved as to form:

William Sinnot, Esq., Corporation Counsel 6-6-07

APPENDIX I
By First-Class Mail

DATE

EMPLOYEE'S NAME
LAST KNOWN ADDRESS
LKA

Re: Return to Work Order

Dear NAME:

Since DATE, you have been absent from your position as a POSITION in the DEPARTMENT, under claim of an on-the-job injury. However, on DATE, you were notified that your worker's compensation benefits were being terminated as of DATE. Accordingly, you are hereby ordered to report to work no later than DATE.

This letter is being sent by the personnel division of the DEPARTMENT and is not related to any communications that you or your attorney may be engaged in with the City's Worker's Compensation Division.

Therefore, if you do not return to work on DATE, then it is your responsibility to complete ALL of the following steps:

- **Contact your Departmental Personnel Officer and discuss your status (i.e., whether you plan to appeal the termination of your workers comp. Benefits, etc.) with him or her; AND**
- **Make a proper written request for a medical or other leave of absence; AND**
- **Produce sufficient documentation for your continued absence.**

If you do not complete all of the above steps within fourteen (14) days after receiving this letter, then the Department may consider you to have voluntarily separated yourself from employment.

Again, if you do not notify your Department that you intend to appeal the termination of your worker's compensation benefits and you do not intend to request a medical or other leave of absence, then you must report to work on DATE. Failure to do so shall constitute an unauthorized absence and shall be grounds for discipline, up to and including termination. Also, continued failure to report to work may increase the discipline that you may receive for your unauthorized leave.

Please contact me at (617)343-XXXX should you have any further questions.

Sincerely,

DEPT. PERSONNEL OFFICER

cc: Union Representative
Employee's Supervisor
Personnel File