

MEMORANDUM OF AGREEMENT BETWEEN

CITY OF BOSTON

AND

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 6,

AFL-CIO

JULY 1, 2006 – June 30, 2007 (FISCAL YEAR 2007)

This Memorandum of Agreement (Agreement) is made pursuant to Chapter 150E between the City of Boston (City) and the Office of Professional Employees International Union Local 6, AFL-CIO (OPEIU).

This Memorandum of Agreement supplements and amends the Collective Bargaining Agreement effective July 1, 2003 to June 30, 2006. Except as expressly provided below, the parties agree that the terms and provisions of their collective bargaining agreement effective July 1, 2003 through June 30, 2006 shall be extended without modification for the period commencing on July 1, 2006 and ending on June 30, 2007.

ARTICLE 6 – DISCIPLINE & DISCHARGE

Amend Section 1, Paragraph 1 to read as follows:

“Section 1. No employee who has completed one hundred and twenty (120) days (or, 840 hours) of actual work shall be disciplined, suspended, or discharged except for just cause. Any period or periods during the first one hundred and twenty (120) days (or, 840 hours) of service for which an employee is not paid (including as little as one (1) hour) shall extend the probationary period by that amount of time. For the purpose of employees working on a less than full-time schedule, the probationary period will be considered complete after the employee has actually worked eight hundred and forty (840) hours (seven hours per day for one hundred and twenty days). Any employee’s probationary period may be extended at the discretion of the City up to a maximum of sixty (60) calendar days. The employee and the Union will be notified in writing of the length and reason for the extension. An employee who separates from service and is subsequently re-employed by the City of Boston shall serve a new one hundred and twenty (120)-day probationary period, except in cases of recall or reinstatement.

Move following sentence to beginning of second paragraph in Section 1:

“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.”

ARTICLE 15 – OTHER LEAVES OF ABSENCE

Eliminate 1st Paragraph of Section 4 and Replace with the following:

Section 4. Bereavement Leave. In the event of the death of a spouse, father, father-in-law, mother, mother-in-law, brother, sister, child, brother-in-law, sister-in-law or member of the employee's immediate household (for a period of six (6) months or more) an employee with six (6) months or more of continuous active service and who is in active service at the time of such death, shall be entitled to receive **five (5)** working days' leave without loss of pay for the purpose of **bereavement**.

In the event of the death of a grandparent or grandchild, an employee with six (6) months or more of continuous active service and who is in active service at the time of such death, shall be entitled to receive **three (3)** working days' leave without loss of pay for the purpose of **bereavement**.

In the event of the death of a niece, nephew, aunt or uncle, an employee with six (6) months or more of continuous active service and who is in active service at the time of such death, shall be entitled to receive **one (1)** working day's leave without loss of pay for the purpose of **bereavement**.

Amend paragraph to begin with:

“It is understood that these days must be days upon which the employee is regularly scheduled to work. Leave without loss of pay under this paragraph shall not be deducted from sick leave or vacation leave.”

New Section 6. Notification Requirements for Employees Receiving Worker's Compensation Benefits. 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. A Department's 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 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 after a serious illness or injury, and when the Appointing Authority requests said employee to submit to a City medical examination, the employee will not be refused permission to return to work, if he/she is certified able to work at his/her position by his/her physician. The employee will then undergo City medical examination when such an examination is scheduled, and the results of that examination shall control, provided that the Union may grieve said results.

ARTICLE 18 – COMPENSATION

Amend, Section 1A as follows:

Effective October 21, 2006 – 2% base wage increase

Provide each member of the bargaining unit with a one-time, lump sum payment of two-hundred and fifty dollars (\$250.00) to be paid by December 31, 2006.

Amend Section 12 by deleting sections (a) and (b) and add new section (a) to read as follows:

(a) The City shall allocate four thousand eight hundred dollars (\$4800) in annual funding to fund job related training and education as authorized and approved by the Appointing Authority.

Add New Section 13, Direct Deposit. Effective the first pay period of calendar year 2008, all members of the bargaining unit shall be required to receive his or her compensation via direct deposit, if such arrangement has not already been made by the employee prior to that date.

ARTICLE 19 – DURATION OF AGREEMENT

Modify dates to reflect a duration of July 1, 2006 – June 30, 2007. In addition, the parties agree to immediately continue negotiations on a successor collective bargaining agreement for the period beginning July 1, 2007.

For the City:

SEE ATTACHED

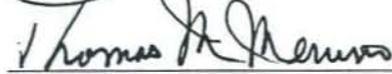
For the Union:

Eugene M. Moulton
Ray L. Monahan

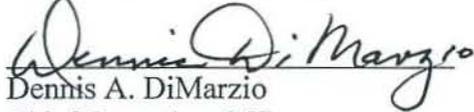
Dated: _____

In witness hereof, the City of Boston and the OPEIU have caused the Agreement to be signed, executed and delivered on the 29th day of November, 2006

The City of Boston,



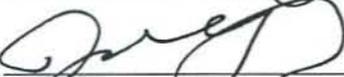
Thomas M. Menino, Mayor



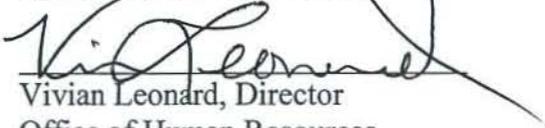
Dennis A. DiMarzio
Chief Operating Officer



Lisa C. Signori,
Chief Financial Officer



John Dunlap, Director
Office of Labor Relations



Vivian Leonard, Director
Office of Human Resources

Approved as to form:



William Sinnott, Corporation Counsel

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) 635-XXXX should you have any further questions.

Sincerely,

DEPT. PERSONNEL OFFICER

cc: Union Representative
Employee's Supervisor
Personnel File