

**MEMORANDUM OF AGREEMENT
MUNICIPAL POLICE PATROLMEN'S ASSOCIATION AND CITY OF BOSTON
SUCCESSOR CONTRACT NEGOTIATIONS**

On May 21, 2012 the parties reached a tentative agreement subject to ratification by the Municipal Police Patrolmen's Association (hereinafter "MPPA," or "the Union") of both the July 1, 2010 through June 30, 2013 and the July 1, 2013 through June 30, 2016 agreements, and approval by the Mayor and Boston City Council. This three (3) year agreement shall not take effect unless and until the MPPA has ratified and the Mayor and Boston City Council have approved the prior three (3) year agreement. This three (3) year agreement is the product of successor collective bargaining to the July 1, 2007 to June 30, 2010 and the July 1, 2010 to June 30, 2013 agreements between the City of Boston and MPPA. This agreement is effective July 1, 2013 through June 30, 2016.

This Memorandum of Agreement ("Agreement") is made pursuant to Massachusetts General Laws Chapter 150E between the City of Boston ("City") and the Municipal Police Patrolmen's Association ("MPPA").

This Memorandum of Agreement supplements and amends the Collective Bargaining Agreement effective July 1, 2010 through June 30, 2013. Except as expressly 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 for the period commencing on July 1, 2013 and ending on June 30, 2016.

1. Article XV ("Compensation"), Section 1 Provide base wage increases as follows:

Effective FPP October 2013 – 3 % base wage increase.

Effective FPP October 2014 – 3 % base wage increase.

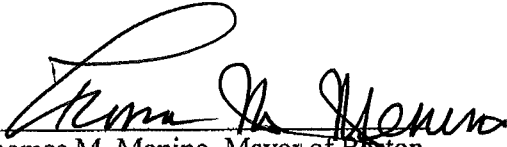
Effective FPP October 2015 – 3 % base wage increase.


2. **Article XXIX, ("Duration")** -- Amend the dates contained in Article XXIX, § 1 to reflect a three (3) year contract with a duration from July 1, 2013 through June 30, 2016.

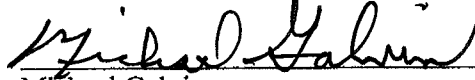
In witness hereof, the City of Boston and the Municipal Police Patrolmen's Association have caused the Agreement to be signed, executed and delivered on the _____ day of _____, 2012

In witness hereof, the City of Boston and the Municipal Police Patrolmen's Association have caused the Agreement to be signed, executed and delivered on the _____ day of _____, 2012

CITY OF BOSTON



Thomas M. Menino, Mayor of Boston


Meredith Weenick,
Chief Financial Officer


Michael Galvin,
Chief of Public Property


John Dunlap,
Chief of Labor Relations and Personnel


Paul Curran, Director
Office of Labor Relations


Vivian Leonard, Director
Office of Human Resources


MUNICIPAL POLICE
PATROLMEN'S ASSOCIATION


Albert Swank, President


Patrick DiCarlo, Vice President


William Chiasson, Representative

Approved as to form:


William F. Sinnott,
Corporation Counsel

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1. Amend Article XVI, "Holidays" as follows:

Section 1. The following days shall be considered holidays for the purposes enumerated below:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
President's Day	Columbus Day
Patriot's Day	Veterans' Day
Memorial Day	Thanksgiving Day
	Christmas Day

For the purposes of this Article, the "holiday" is the twenty-four (24) hour period commencing at 7 a.m. or 7:30 a.m. of each day listed in this Section.

Section 2. When any of the aforementioned holidays falls on an employee's scheduled workday or on an employee's scheduled day off or during his vacation or during any period of other

compensable leave under this Agreement, he shall receive for each such holiday, in addition to his regular weekly compensation, either an additional day's pay computed as one-fifth of his regular weekly compensation or an additional day off. The City reserves and retains the right to determine whether an employee who works on a holiday shall receive additional time off or additional pay. Holiday pay shall be considered as regular compensation for pension/retirement purposes. All employees who are scheduled to work the day before and/or after a holiday must actually work the day before and/or after the holiday in order to receive holiday pay.

Section 3. In addition to the holidays enumerated in Section 1 of this Article, on each January 1, full-time employees who were City of Boston employees on January 1, 2013 will be eligible for two (2) "floating holidays" that must be taken by December 31 at a time or times requested by the employee and approved by his/her immediate supervisor outside the bargaining unit. Employees who were not City of Boston employees on January 1, 2013, or who separated from service after January 1, 2013 shall not receive "floating holidays."

Section 4. "Floating holidays" shall be subject to the same notice and approval requirements as outlined in Article XII ("Vacation Leave") of this Agreement. "Floating holidays" not used by December 31st of the year in which it was received shall not carry over into the following year and may not be redeemed for monetary compensation at any time. In the event an employee follows the appropriate notice requirements and is denied the use of his/her "floating holiday(s)" and as a result is unable to use the "floating holiday(s)" by the end of the calendar year, that employee may carry over his/her "floating holiday(s)" to the next calendar year. Any "floating holiday(s)" carried over must be used by December 31st of the following year.

2. ARTICLE XI ("Sick Leave and Personal Days"),

Section 4.

Add a new Paragraph 2 to Section 4 to read as follows:

"However, an employee who while in the performance of his/her duty receives bodily injuries resulting from acts of violence of a citizen, documented by a police report, and who as a result of such injury has been accepted for and is receiving Workers' Compensation payment pursuant to G.L. c. 152, shall be paid the difference between the weekly cash benefits to which he/she would be entitled under said chapter 152 and his/her regular salary, without such absence being charged against available sick leave credits, even if such absence may be less than six (6) calendar days duration. The provisions in this section shall be limited to ninety (90) calendar days after a bargaining unit member has been accepted and is receiving Workers' Compensation. This section shall not apply to injuries caused by another City of Boston employee or injuries sustained prior to the ratification of this agreement "

3. In Article XII ("Vacation Leave") delete the following from Section 4:

"For the purpose of computing "actual work" under Section 2 of this Article, up to twelve (12) weeks may be counted during the vacation eligibility year for any of the following causes:

All Paid Vacation Leave:

Paid Sick Leave.....up to four (4) weeks;

Military Leave..... up to four (4) weeks.

In addition to the above, up to one (1) year of disability leave (Workers' Compensation) may be counted as 'actual work.'

4. Amend Article XIX ("Other Leaves of Absence"), as follows:

Amend § 2, "Military Leave," to provide: "Every employee covered by this Agreement shall be granted Military Leave consistent with the City of Boston's Military Leave Policy." (Attached).

Amend § 5, entitled "Pregnancy / Maternity Leave " Change title to "Parental Leave " Amend section to say, "Every employee covered by this Agreement shall be granted parental leave consistent with the City of Boston's Family & Medical Leave Policy " (Attached)

Delete § 6 and re-number the sections.

The newly numbered § 6 will be entitled, "Medical Leave " "Every employee covered by this Agreement shall be granted Medical Leave consistent with the City of Boston's Family & Medical Leave Policy " (Attached)

5. Article XXVIII ("Miscellaneous")

Replace the existing light duty policy in Section 8A with the policy immediately below. Retain Section 8B.

"Section 8A. Light Duty for Employees on Workers Compensation

- A Pursuant to applicable law, the City may provide light duty assignments to transition employees who are receiving benefits under the City's workers compensation program back to work as soon as each such employee is physically able to perform light duty work.
- B When an independent medical examiner (IME) selected pursuant to G.L. c. 152 or the employee's treating physician determines that the employee is fit for light duty, the employee must return to work, subject to the availability of a light duty assignment as determined by the City pursuant to applicable law.

- C. Light Duty assignments may include, but are not limited to, a shortened work day or work week, clerical or administrative duties, such as filing, operating the computer, answering phones, data input, assisting with the reception desk, minor modifications to existing job functions and/or other similar department-related duties. If available, light duty assignments will be as similar to the employee's original position as possible with minor modification, consistent with the restrictions recommended by the IME or employee's treating physician.
- D. An employee who is assigned to light duty shall not be assigned to any duties, even temporarily, that would require the employee to perform duties that are not within the restrictions recommended by the IME or the employee's treating physician.
- E. An employee who fails or refuses to report for light duty is absent without leave and may be subject to discipline. If the employee's department has no appropriate tasks available for the injured employee, the Office of Human Resources Workers' Compensation Division will survey other departments to determine if they have a light duty assignment consistent with such recommended restriction. An employee may be assigned light duty work in any position within the bargaining unit even if such position is in a different department/work location/schedule so long as the position requirements are consistent with the medical restrictions recommended by either the employee's treating physician or IME, whoever determined the employee was fit to perform light duty. When necessary, the City shall also provide job specific training for those assigned outside of their department.
- F. The City may require an employee who is assigned to light duty to periodically furnish a written statement, from his or her treating physician or an IME.
- G. Light duty assignments shall not exceed 3 months in duration, without express written agreement of the Department and the Workers' Compensation Division. Such an extension shall be consistent with the medical restrictions recommended by either the employee's treating physician or IME, whoever determined the employee was fit to perform light duty.
- H. Employees on a light duty assignment will not be authorized to work overtime hours or perform out of grade assignments in a higher grade.
- I. The Workers' Compensation Division shall provide the employee with written notice of his/her light duty assignment. The light duty assignment shall be consistent with the medical restrictions recommended by either the employee's treating physician or IME who determined the employee was fit to perform light duty.
- J. It is understood that assignment to light duty pursuant to this Section is temporary in nature. The Department retains and reserves its right relative to involuntary disability retirement or

to separate an employee consistent with applicable law. Nothing herein shall limit the City's or the employee's statutory rights. An employee's filing for voluntary disability retirement shall not prevent the Department from requiring the employee to perform light duty, if applicable."

Add new § 14, "Attendance" to provide "Every employee covered by this Agreement shall be required to comply with the City of Boston Attendance Policy beginning January 1, 2013." (attached.)

6. The parties agree that the following policies or proposals of the City of Boston may be implemented upon the effective date of their new collective bargaining agreement:

- a. Attendance Policy (3/12/12) effective January 1, 2013;
- b. Military Leave (dated 4/13/12);
- b. Family & Medical Leave (dated 4/20/12);
- c. MPPA performance appraisal form

7. Article IX ("Compensation")

Section 1A Provide base wage increases as follows:

Effective FPP October 2010 – 0 % base wage increase

Effective FPP October 2011 – 1 % base wage increase.

Effective FPP October 2012 – 2 % base wage increase

Section 1B. Lump Sum Payment.

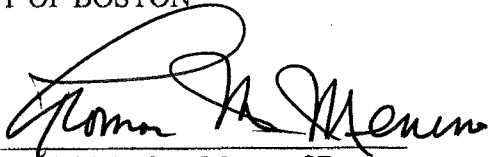
Employees who had any portion of their FY2010 base wage increase delayed for the three hundred and sixty four (364) day period will receive a lump sum payment equal to the actual dollar value of base wages not earned during the three hundred and sixty four (364) day period, less all applicable taxes and deductions. The lump sum payment will be based upon an employee's base wage and will not include any retroactive payment of overtime or additional earnings that occurred during the FY10 wage delay period.

The City will compensate employees within ninety (90) calendar days from the date the City Council approves the funding of this agreement.

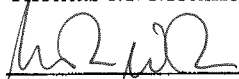
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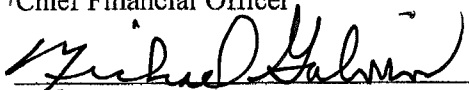
CITY OF BOSTON



Thomas M. Menino, Mayor of Boston



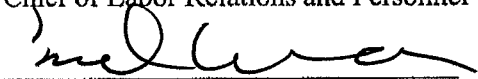
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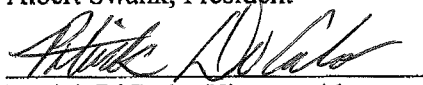


Vivian Leonard, Director
Office of Human Resources

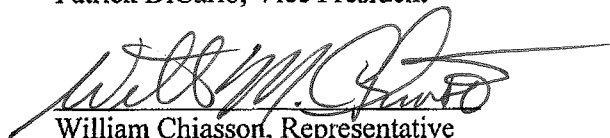
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