

MEMORANDUM OF AGREEMENT
BETWEEN
CITY OF BOSTON AND
NATIONAL CONFERENCE OF FIREMEN AND OILERS, LOCAL 3
2006-2007 CBA

This Memorandum of Agreement entered into by and between the City of Boston hereinafter called the ("City" or "Municipal Employer") and the National Conference of Firemen and Oilers, Local 3, AFL-CIO called ("Union" or "NCFO, L3") is the product of collective bargaining conducted pursuant to Chapter 150E of the Massachusetts General Laws for the purpose of reaching a successor collective bargaining agreement to the July 1, 2002 – June 30, 2006 collective bargaining agreement.

Except as expressly amended herein, this Memorandum of Agreement carries forward and preserves the terms and provisions of the July 1, 2002 – June 30, 2006 collective bargaining agreement. This agreement is effective July 1, 2006 through June 30, 2007. The provisions of this Memorandum of Agreement are effective upon execution by the Mayor of the City of Boston and approval by City Council unless specifically stated otherwise.

ARTICLE XV – OTHER LEAVES OF ABSENCE

New Section 6.¹ 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

¹ Please see Appendix I for accompanying letter.

(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 from work related injuries may be ordered to submit to a medical examination pursuant to Article XIV, section 3.

ARTICLE XVII – MISCELLANEOUS

Delete Section 7 (Residency) and Replace with the following:

Section 7 Effective upon ratification and approvals, members of the bargaining unit must be residents of the City of Boston in accordance with the City of Boston's Residency Ordinance (Ord. 1976, c. 9 as amended), except that after ten (10) consecutive years of full-time service from the date of hire with the City of Boston, bargaining unit members will be exempted from the Residency Ordinance.

ARTICLE XIX – COMPENSATION

Amend Article XIX, Section 1 as follows:

FY 06 Effective the first pay period of July, 2006 – 2% base wage increase

ARTICLE XIXA—DENTAL/VISION

Amend Article XIXA as follows:

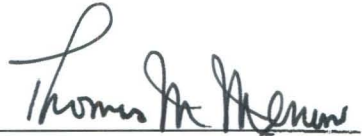
The City will continue the current dental/optical insurance through the Massachusetts Public Employees Fund available to the members of the bargaining unit, paid in full by the employer. No dispute or claim relative to any and all aspects of the dental/vision plan, including but not necessarily limited to claims related to the Fund's administration of such plan, the level of benefits provided by such plan, and/or any modification(s) to such plan, is subject to Article VII (Grievance Procedure) of the collective bargaining agreement.

Article XX – DURATION OF AGREEMENT

Modify dates to reflect a duration of July 1, 2006 – June 30, 2007

In witness whereof, the City of Boston and National Conference of Firemen of Firemen, Local 3, have caused the Agreement to be signed, executed and delivered on the 9th day of May, 2007.

CITY OF BOSTON:



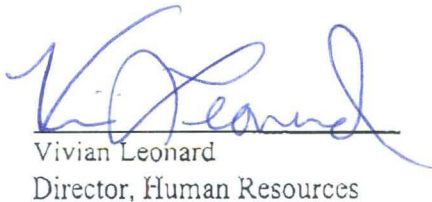
Thomas M. Menino
Mayor



Lisa C. Signori
Chief Financial Officer

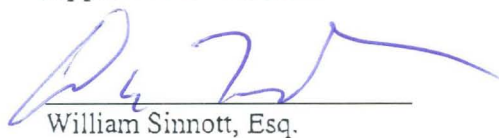


John Dunlap
Director, Office of Labor Relations



Vivian Leonard
Director, Human Resources

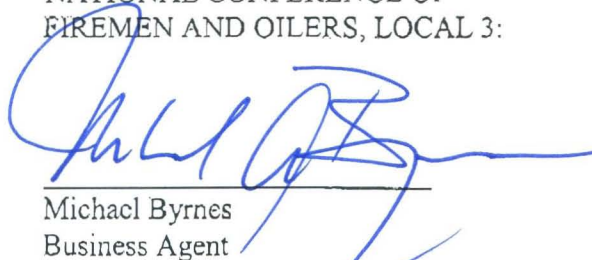
Approved as to Form:



William Sinnott, Esq.




NATIONAL CONFERENCE OF
FIREMEN AND OILERS, LOCAL 3:



Michael Byrnes
Business Agent



Edmund Gabriel
Assistant Business Agent



Michael Keogh
Shop Steward

APPENDIX I

By First-Class Mail

DATE

EMPLOYEE'S NAME
LAST KNOWN ADDRESSRe: 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