MEMORANDUM OF AGREEMENT Between the City of Boston and the Municipal Police Patrolmen's Association (2006 to 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 Municipal Police Patrolmen's Association ("MPPA" or "the Union").

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 XV, Compensation

Effective the first pay period after 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) on the first pay period of DECEMBER 2006.

ARTICLE XXIX - DURATION OF AGREEMENT

2. Modify dates to reflect a duration of July 1, 2006 through June 30, 2007.

ARTICLE XIX – OTHER LEAVES OF ABSENCE

3. Section 4. Bereavement Leave.

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 who has completed six months of continuous actual 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, such employee 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, such employee shall be entitled to receive one (1) working day's leave without loss of pay for the purpose of bereavement.

An employee with less than six (6) months of service shall be entitled to this time off without pay for the purpose of bereavement.

Article XXVIII, Miscellaneous.

Add a new Section 8B regarding Worker's Compensation injuries as follows:

"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 from work related injuries may be ordered to submit to a medical examination.

In witness hereof, the City of Boston and the MPPA have caused the Agreement to be signed, executed and delivered on the MPPA have caused the Agreement to be signed, executed and delivered on the MPPA have caused the Agreement to be signed, executed and delivered on the MPPA have caused the Agreement to be signed, executed and delivered on the MPPA have caused the Agreement to be signed, executed and delivered on the MPPA have caused the Agreement to be signed, executed and delivered on the MPPA have caused the Agreement to be signed, executed and delivered on the MPPA have caused the Agreement to be signed, executed and delivered on the MPPA have caused the Agreement to be signed, executed and delivered on the MPPA have caused the Agreement to be signed, executed and delivered on the MPPA have caused the Agreement to be signed.

Municipal Police Patrolmen's Assoc.

Municipal Police Pat

Approved as to form:

Vivian Leonard, Director Office of Human Resources

William Sinnott, Corporation Counsel