

# **BOSTON FIREFIGHTERS LOCAL 718 CONTRACT 2017**



**Effective July 1, 2014 - June 30, 2017**



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This Agreement is made and entered into by and between the City of Boston hereinafter called “the City” acting by and through its Mayor, This agreement will be binding on both parties and Boston Fire Fighter Local No. 718, affiliated with International Association of Firefighters, AFL-CIO, CLC, hereinafter called “Local 718”, under the provision of Chapter 1078 of the Acts of 1973 (General Laws, C. 150E).

## **PREAMBLE**

Whereas, Chapter 1078 of the Acts of 1973 (General Laws, c. 150E), grants to employees of the City the right to bargain collectively with the City through representatives of their own choice: and

Whereas, both parties to this Agreement desire to establish a state of amicable understanding, cooperation and harmony:

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties hereto mutually covenant and agree as follows:

## **ARTICLE I** **Recognition**

The City recognized Local 718 as the sole and exclusive bargaining agent of all uniformed employees of the City’s Fire Department other than Chief of Department and Deputy and District Chiefs, and for all members of the Fire Alarm Division of said Fire Department, other than Superintendent of Fire Alarm, and for the employee occupying the position of Chemist, (“Unit A”): and, for all District and Deputy Chiefs of the City’s Fire Department, (“Unit B”), for purposes of collective bargaining as to wages, hours, standards of productivity and performance and other terms and conditions of employment. Unless expressly stated to the contrary, all provisions of this Agreement are applicable equally to Units A and B. Nothing in this agreement is intended to constitute a waiver of Local 718 of its statutory, exclusive representational prerogatives on behalf of the bargaining units noted above.

## **ARTICLE II** **Union Security**

The City agrees not to discharge or discriminate in any way against employees covered by this Agreement on account of union membership or lawful union activities, or other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or on the basis of race, religion, color, creed, or national origin.

**ARTICLE III**  
**Duty of Fair Representation**

Local 718 agrees to represent fairly all employees covered by this Agreement whether or not they are members of Local 718 and regardless of race, religion, color, creed or national origin.

The City agrees to deduct from the salary of each member of the unit, who voluntarily joins and maintains membership in Local 718 periodic dues and to transmit on a weekly basis such dues directly to the Treasurer of Local 718, all in conformance with Massachusetts General Laws, Chapter 180, Section 17A.

Pursuant to the provisions of Massachusetts General Laws, Chapter 335, Acts of 1969, the City will require of every member of the bargaining unit who chooses not to maintain good standing membership of Local 718 the periodic payment of an agency service fee computed on the basis of Local 718's dues structure in relation to the cost of collective bargaining and contract administration. Such payment of such fee will be a condition of continued employment in the City's Fire Department. The City will deduct each week such fee from the earned wages of each employee and transmit on a weekly basis such fee directly to the Treasurer of Local 718. Local 718 will indemnify the City for damages which the City may be required to pay by a court of competent jurisdiction as a result of the City's compliance with the foregoing agency service fee provision.

**ARTICLE IV**  
**Management Rights**

The City and its Mayor and Fire Commissioner respectively reserve and retain all powers, authority, and prerogatives not expressly abridged, or modified by this Agreement. Except as expressly provided by this Agreement, neither the City, nor its Mayor nor the Fire Commissioner shall be deemed to be limited in any way by this Agreement in the exercise of the regular and customary functions of municipal management. The provisions of this Agreement supersede any conflicting or inconsistent rule, regulation or order promulgated by the Fire Commissioner, the City, its agents, officials or representatives.

**ARTICLE V**  
**Appointment and Promotion**

The City agrees to appoint and to promote in accordance with the Civil Service law and rules.

**ARTICLE VI**  
**Relationship to Existing Law**

In the event any statute(s) relating to members of the Fire Department provides or sets forth benefits or terms in excess of or more advantageous than the benefits or terms of this Agreement, the provisions of such statute(s) shall prevail. In the event this Agreement provides or sets forth benefits or terms in excess of or more advantageous than those provided or set forth in any such statute(s), the provisions of this Agreement shall prevail. Local 718 expressly reserves its rights pursuant to General Laws, Chapter 150E, on behalf of unit employees with respect to the City's issuance or Departmental Rules and Regulations affecting wages, hours, standards of productivity and performance and other terms and conditions of employment not covered expressly by this Agreement. Nothing in this Section shall be construed as to constitute advance automatic acceptance by the City of any statute, which is subject to local acceptance.

**ARTICLE VII**  
**Hours of Work and Overtime**

**Section 1.** The parties agree to adopt a twenty-four (24) hour shift schedule appended hereto with a 1/2/1/4 configuration, meaning one (1) twenty-four (24) hour work shift followed by two (2) twenty-four (24) hour off-work periods, followed by one (1) twenty-four (24) hour work shift, followed by four (4) twenty-four (24) hour off-work periods. A twenty-four (24) hour work shift shall consist of a ten (10) hour day tour and a fourteen (14) hour night tour. The regular workweek for all employees covered by this agreement shall be as follows:

Employees (except for certain employees on special schedules such as Headquarters Personnel, Fire Alarm Division Construction Force and office personnel, radio shop and certain inspectors) will be required to work their regular scheduled hours of duty on an average workweek of forty-two (42) hours. The parties also agree that the minimum scheduled time off shall be forty-eight (48) consecutive hours, and the maximum scheduled time off shall be ninety-six (96) consecutive hours.

**Week 1**

<b>TOUR</b>	<b>SAT</b>	<b>SUN</b>	<b>MON</b>	<b>TUE</b>	<b>WED</b>	<b>THU</b>	<b>FRI</b>
<b>D</b>	1	3	2	4	3	1	4
<b>N</b>	1	3	2	4	3	1	4

**Week 2**

<b>TOUR</b>	<b>SAT</b>	<b>SUN</b>	<b>MON</b>	<b>TUE</b>	<b>WED</b>	<b>THU</b>	<b>FRI</b>
<b>D</b>	2	1	3	2	4	3	1
<b>N</b>	2	1	3	2	4	3	1

**Week 3**

<b>TOUR</b>	<b>SAT</b>	<b>SUN</b>	<b>MON</b>	<b>TUE</b>	<b>WED</b>	<b>THU</b>	<b>FRI</b>
<b>D</b>	4	2	1	3	2	4	3
<b>N</b>	4	2	1	3	2	4	3

**Week 4**

<b>TOUR</b>	<b>SAT</b>	<b>SUN</b>	<b>MON</b>	<b>TUE</b>	<b>WED</b>	<b>THU</b>	<b>FRI</b>
<b>D</b>	1	4	2	1	3	2	4
<b>N</b>	1	4	2	1	3	2	4

**Week 5**

<b>TOUR</b>	<b>SAT</b>	<b>SUN</b>	<b>MON</b>	<b>TUE</b>	<b>WED</b>	<b>THU</b>	<b>FRI</b>
<b>D</b>	3	1	4	2	1	3	2
<b>N</b>	3	1	4	2	1	3	2

**Week 6**

<b>TOUR</b>	<b>SAT</b>	<b>SUN</b>	<b>MON</b>	<b>TUE</b>	<b>WED</b>	<b>THU</b>	<b>FRI</b>
<b>D</b>	4	3	1	4	2	1	3
<b>N</b>	4	3	1	4	2	1	3

**Week 7**

<b>TOUR</b>	<b>SAT</b>	<b>SUN</b>	<b>MON</b>	<b>TUE</b>	<b>WED</b>	<b>THU</b>	<b>FRI</b>
<b>D</b>	2	4	3	1	4	2	1
<b>N</b>	2	4	3	1	4	2	1



**Week 8**

<b>TOUR</b>	<b>SAT</b>	<b>SUN</b>	<b>MON</b>	<b>TUE</b>	<b>WED</b>	<b>THU</b>	<b>FRI</b>
<b>D</b>	3	2	4	3	1	4	2
<b>N</b>	3	2	4	3	1	4	2

Key: D = 8 a.m. to 6 p.m. (10 hrs.)  
N = 6 p.m. to 8 a.m. (14 hrs.)

Determination of average:  
14 D's = 140 hours  
14 N's = 196 hours  
TOTAL = 336 hours  
 $336/8 = 42$  hour average workweek

Maximum scheduled time off: 96 consecutive hours  
Minimum scheduled time off: 48 consecutive hours

For the purpose of this Agreement, the regular workweek shall be deemed to be the average workweek for forty-two hours indicated by the above schedule.

**Section 2.** For the purpose of computing overtime pay, the straight-time rate shall be computed as one forty-second of an employee's regular weekly compensation.

Overtime shall be computed at one and one-half times the straight-time rate, in accordance with General Laws, Ch. 48, Section 58C, as amended. Employees shall not be required to accept compensatory time off in lieu of monetary compensation for overtime service.

Overtime shall be paid for holdover time in accordance with the following schedule:

**Holdover time at the end of a tour:**

**Compensation Schedule:**

1-15 minutes	Paid for 15 minutes at one and one-half times the straight-time rate
16-30 minutes	Paid for 30 minutes at one and one-half times the straight-time rate
31-45 minutes	Paid for 45 minutes at one and one-half times the straight-time rate

And so on...

Payment for the time held over rounded to next higher 15 minutes at one and one-half (1 1/2) times the straight-time rate.

Employees who are not scheduled to work and who accept a call-back opportunity to work overtime shall be guaranteed a minimum of four (4) hours pay at their applicable overtime rate upon the occasion of each such callback.

Overtime earnings shall be paid to employees within thirty (30) calendar days from the date earned: provided, however, that overtime earned in connection with hold-over shall be paid to employees in accordance with the current practice. The City agrees to pay interest at an annual rate of eight percent (8%) on and for any amounts of overtime pay owed and not paid within such thirty (30) calendar day period.

**Section 3.** It is understood that the City reserves the right in its discretion to determine whether Section 1 of this Article will be implemented by means of hiring additional employees or by means of regular scheduled overtime.

The City agrees to give the Union reasonable notice of any proposed change in scheduled tour-of-duty working hours and an opportunity to discuss the proposed change prior to its implementation by the City. In the absence of any such change, employees will be required to work their regular work schedules as appearing in Section 1 of this Article and will be compensated for hours worked in excess of the regular workweek as provided in Section 2 of this Article.

**Section 4.** An employee who is not scheduled to work on a holiday but who is called in to work on such holiday shall receive double his straight time hourly rate for each hour of such service in lieu of the time and one half rate specified in Section 2 of this Article (but not in lieu of holiday pay).

**Section 5.** Except to the extent modified herein, the hours of work and schedule previously agreed upon by Local 718 and the City for the Fire Alarm Division are incorporated into and are made a part of this collective bargaining agreement.

**Section 6. Fire Alarm Division Construction Force and Radio Shop**

The regular workweek for the Fire Alarm Division Construction Force and Radio Shop personnel shall consist of forty (40) hours over five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days. The following three (3) specific forty (40) hour workweeks are created: Monday-Friday; Tuesday-Saturday; and Sunday-Thursday. The Department may staff and/or fill one or more of these workweeks according to its operational needs. The Department agrees that the filling of such shifts shall be based on seniority.

**Section 7.** The present practice regarding employees exchanging regularly scheduled tours (work shifts) and the administration of such exchange of tours (work shifts) shall be maintained provided, however, that employees shall not exchange tours (work shifts) into any combination of tours (work shifts) which result in an employee working more than thirty-eight (38) consecutive hours; and, further provided that such thirty-eight (38) hour limit shall not be applicable to tour (work shift) combinations that include overtime tour (work shift) opportunities for the involved employee. Notwithstanding the foregoing thirty-eight (38) hour limit, the Fire Commissioner or his/her designee can waive it in the event of a public safety emergency.

**Section 8.** Members may work overtime and paid details while on vacation but not overtime on their assigned work group.

**Section 9.** Effective January 1, 2015, the maximum swap deficit any employee may be permitted to carry shall be any combination of five (5) tours. If an employee reaches the five (5) tour maximum swap deficit, then he/she shall not be permitted to swap any additional tours of duty until his/her balance drops below the five (5) tour maximum.

**Section 10.** The calculation of Personal Leave, Vacation, Sick Leave, Bereavement Leave, and Holidays shall remain unaltered. There will be no change in the number of guaranteed overtime hours.

## **ARTICLE VIII** **Paid Details**

**Section 1.** The Department will furnish officers and Firefighters to provide fire protection at certain events requiring their services. If necessary, members so detailed shall be equipped with proper firefighting equipment to cope with possible contingencies.

**Section 2.**

- A. All paid detail opportunities are to be administered and allocated on the basis of equitable distribution from one (1) City-wide list of employees in the Firefighter rank. If pursuant to the current contract provision, there is an officer rank paid detail opportunity, such opportunity is to be administered and allocated on the basis of equitable distribution from one (1) City-wide list of employees holding officer ranks.

- B. The City shall pay employees for working paid details no later than forty-five (45) calendar days following the employee’s submission of his/her detail slip.
- C. Where there is a paid detail opportunity for a Firefighter that no eligible Firefighter has accepted, the opportunity shall be offered to an officer from the City-wide list. If an officer accepts said detail, he/she shall be paid at the Firefighter’s detail rate.
- D. Effective January 1, 2015, the hourly detail rate for employees shall be:

	<u>Hourly Inside</u>	<u>Hourly Outside</u>
Firefighter	\$35.00	\$36.00
Fire Lieutenant	\$39.00	\$40.00
Fire Captain	\$41.00	\$42.00
District Fire Chief	\$44.00	\$45.00
Deputy Fire Chief	\$49.00	\$50.00

Effective January 1, 2016, the hourly detail rate for employees shall be:

	<u>Hourly Inside</u>	<u>Hourly Outside</u>
Firefighter	\$38.00	\$39.00
Fire Lieutenant	\$42.00	\$43.00
Fire Captain	\$44.00	\$45.00
District Fire Chief	\$47.00	\$48.00
Deputy Fire Chief	\$52.00	\$53.00

**Section 3.** District Fire Chiefs shall command large paid details, with the approval of the Chief of Department.

**Section 4.** Details requiring four (4) or more Firefighters shall also include an officer.

**Section 5.** Officers and Firefighters participating in paid details shall be selected from members who are off duty.

**Section 6.** Exchanging paid details with other members without permission is forbidden.

**Section 7.** Officers and Firefighters on paid details shall attend to their duties, shall be courteous and civil to the public, but shall not participate in any way with the event of function.

**Section 8.** Members injured while on paid detail shall report such injuries in the usual manner.

**Section 9.** In the case of paid details that require billing, the District Chief shall submit a report to Headquarters on a Form 5A, stating name and address of contractor or promoter and location of detail. Such report shall also state member's name, rank and company number, dates of details, hours worked, and compensation requested for each member. Reports shall be submitted weekly. Checks shall be made payable to the Chief of Department.

**Section 10.** The District Fire Chief shall cancel all paid details and revoke all permits for events or functions whose promoters fail to pay such details within a reasonable period.

**Section 11.** At one-day details, District Fire Chiefs are instructed to insist on payment immediately after such event or function.

**Section 12.** There shall be a four (4) hour minimum on all paid details.

**Section 13.** Paid detail rates for holidays will be two times the prescribed rate. Sunday rates are straight time. Detail rates for over eight (8) hours will be one and one half the prescribed hourly rate. There shall be a four (4) hour minimum of all paid details. For purposes of this Section only, a holiday will begin as of the start of the calendar day (12:00 a.m.) on which the holiday occurs.

## **ARTICLE IX (A)**

### **Extra Duty Pay for Vacation Fill-Ins**

**Section 1.** When a Fire Lieutenant or Fire Captain is on vacation, a Senior Firefighter who is assigned to perform duties shall receive the regular compensation of the Lieutenant rank for each tour of duty, beginning with the first tour after the expiration of the officers' eight (8) rank for rank vacation coverage consisting of four (4) day tours and four (4) night tours.

**Section 2.** The Firefighter who is senior in the working group on duty will be designated as Senior Firefighter for the purpose of such vacation fill-in. The Senior Firefighter on the Lieutenant's or Captain's working group shall receive an annual stipend, such stipend shall be defined as twice the difference in weekly compensation between a ten (10) year Firefighter's and a ten (10) year Lieutenant's base pay, night differential, and hazardous duty pay, but such calculation shall not

include any additional stipends, this payment shall be prorated based upon actual time in service as Senior Firefighter during the calendar year.

In the event the regular, designated Senior Firefighter is absent for any reason, the senior qualified Firefighter on the company and group involved will be designated the Senior Firefighter for all purposes.

**Section 3.** The duties and prerequisites of the Senior Firefighter are spelled out in Rule 14 (to be modified in relation to this Article).

**Section 4.** For the purpose of this Article, seniority is computed as time in rank from date of appointment to the Department.

**Section 5.** When a Lieutenant in a single company is on vacation and in the event that another Lieutenant is detailed into such a single company, the Senior Firefighter from the single company who is detailed into the company from which the Lieutenant was detailed shall receive the extra duties differential as described above.

**Section 6.** The designated Senior Firefighter shall cover vacation absences of Headquarters Pool Lieutenants temporarily assigned to a company and vacation absences of an employee temporarily performing service in the Lieutenant rank pursuant to Article IX (B). Such Senior Firefighter vacation fill in shall not exceed in duration the annual vacation entitlement of the permanently assigned Lieutenant whose absence is being covered by such Headquarters Pool Lieutenant and by such employee temporarily performing service in the Lieutenant rank pursuant to Article IX (B).

**Section 7.** The provisions of Article IX (A) shall apply to the rank equivalents of the Fire Alarm Division.

**Section 8.** A Firefighter must have three (3) years of service in the Department to be qualified to serve as “Senior Firefighter”.

**Section 9.** After the expiration of the eight (8) tour rank for rank vacation coverage opportunities has expired the District Fire Chiefs and the Deputy Fire Chiefs vacation coverage shall be as follows:

- a) District Fire Chief: The highest eligible Fire Captain from the Civil Service list among those assigned within the District on the Group involved where the vacancy exists shall be selected to perform temporary service out of rank in the position of District Fire Chief in the District involved. In the event there is no eligible Fire Captain within the District

where the vacancy exists, the highest eligible Fire Captain from the Civil Service list within the Division shall be selected. In the event there is no eligible Fire Captain within the Division where the vacancy exists, the highest eligible Fire Captain from the City-wide Civil Service list shall be selected.

- b) Deputy Fire Chief: The highest eligible District Fire Chief from the Civil Service list among those assigned to the Division on the Group involved where the vacancy exists shall be selected to perform the temporary service out of rank in the position of Deputy Fire Chief in the Division involved. In the event there is no eligible District Fire Chief within the Division where the vacancy exists, the highest eligible District Fire Chief from the City-wide Civil Service list shall be selected.

**Section 10.** If at any time there is no member on the Civil Service list to cover the absence of a Lieutenant, Captain, District Fire Chief, or Deputy Fire Chief on the Group involved the coverage will revert to the seniority coverage for the rank involved on the Group involved up to, and including, the twelfth (12<sup>th</sup>) tour for Injured, and sixteenth (16<sup>th</sup>) tour for sick.

**Section 11.** If at any time a member wishes to remove his/her name from the Civil Service list, he/she must notify the Personnel Division in writing on a Form 5 one (1) week prior, and the removal must be for a minimum of two (2) weeks.

**ARTICLE IX (B)**  
**Temporary Service in a Higher Rank**

**Section 1.** An employee who performs temporary service in the higher rank of Deputy Fire Chief, District Fire Chief, Fire Captain or Fire Lieutenant, (or the rank equivalents of the Fire Alarm Division) for one (1) work tour or more shall be compensated for all such service, retroactive to the start of the first tour so worked at the rate to which he/she shall have been entitled had he/she been promoted to such rank. The foregoing shall apply to officer absences of one (1) tour or more attributable to an officer serving on a jury or attending jury selection, and/or attending Fire College at Headquarters. The foregoing shall not apply to officer absences of one (1) tour or less attributable to Fire Department, Local 718, Relief Association and Credit Union business, training and staff meetings: provided, however, that officer absences on the second and all following tours of duty attributable to continuous training assignments shall be filled in accordance with this Article.

For purposes of this Article only, the terms “Fire Department business”, “Local 718 business” and “Training” shall be defined as follows:

“Fire Department business” shall incorporate the following: 18:41 Committee, Honor Guard, Promotion School, Church Committee, Rule Book Committee, Public Education and Public Speaking Activities, Board of Merit meetings, Charitable Association functions, Fire Chiefs and Staff quarterly meetings, L.N.G. Committee, disciplinary hearings and resulting litigation, and Medal days.

“Local 718 business” shall incorporate the following: Florian Association meeting, Death and Welfare Committee meetings, and Executive Board meetings.

“Training” shall incorporate the following: National Fire Academy, Massachusetts Fire Academy, Departmental training programs, approved and authorized seminars.

**Section 2. Vacancy Coverage Due to Officer Injury Leave:**

Whenever there is a temporary absence of an Officer (Lieutenant, Captain, District Chief, Deputy Chief) due to injury, the Department will cover the first four (4) tours with Officer Rank-for-Rank Overtime Opportunities pursuant to Article XIX, Section 9 (E) (“Officer Rank or Equivalent Overtime Opportunities”).

The fifth (5<sup>th</sup>) and subsequent tours shall be covered by a Pool Officer, if available.

In the event no Pool Officer is available, and there is an existing Civil Service list for the position to be filled on a temporary basis due to injury, the selection of an employee covered by this Agreement to perform temporary service out of rank within the meaning of Section 1 of this Article shall be made in accordance with the Civil Service Law and subject to the following criteria:

- a) Fire Lieutenant: The highest eligible Firefighter from the Civil Service list among those assigned within the Company on the Group involved where the vacancy exists shall be selected to perform temporary service out of rank in the position of Fire Lieutenant. In the event there is no Firefighter eligible within the Company where the vacancy exists, the highest eligible Firefighter from the Civil Service list within the House/District where the vacancy exists shall be selected. In the event there is no eligible Firefighter within the District where the vacancy exists, the highest eligible Firefighter from the Civil Service list within the Division shall be selected. In the event there is no eligible Firefighter within the Division where the vacancy exists, the highest eligible Firefighter from the City-wide Civil Service list shall be selected.
- b) Fire Captain: The highest eligible Fire Lieutenant from the Civil Service list



among those assigned within the House/District on the Group involved where the vacancy exists shall be selected to perform temporary service out of rank in the position of Fire Captain on the Company involved. In the event there is no eligible Fire Lieutenant within the House/District where the vacancy exists, the highest eligible Fire Lieutenant from the Civil Service list within the Division shall be selected. In the event there is no eligible Fire Lieutenant within the Division where the vacancy exists, the highest eligible Fire Lieutenant from the City-wide Civil Service list shall be selected.

- c) District Fire Chief: The highest eligible Fire Captain from the Civil Service list among those assigned within the District on the Group involved where the vacancy exists shall be selected to perform temporary service out of rank in the position of District Fire Chief in the District involved. In the event there is no eligible Fire Captain within the District where the vacancy exists, the highest eligible Fire Captain from the Civil Service list within the Division shall be selected. In the event there is no eligible Fire Captain within the Division where the vacancy exists, the highest eligible Fire Captain from the City-wide Civil Service list shall be selected.
- d) Deputy Fire Chief: The highest eligible District Fire Chief from the Civil Service list among those assigned to the Division on the Group involved where the vacancy exists shall be selected to perform the temporary service out of rank in the position of Deputy Fire Chief in the Division involved. In the event there is no eligible District Fire Chief within the Division where the vacancy exists, the highest eligible District Fire Chief from the City-wide Civil Service list shall be selected.
- e) The provisions of Sections 2(a), 2(b), 2(c), and 2(d) shall be applied in all cases where the absence causing this temporary service in higher rank is of a duration of twelve (12) or less scheduled consecutive work tours of the absent employee.
- f) After the expiration of the four (4) Officer Rank for Rank Overtime Opportunities pursuant to Article XIX Section 9(E), a Pool Officer, if available, shall fill the temporary absence. If no Pool Officer is available, and if the temporary service in higher rank pursuant to paragraphs (b) through (d) of this Article is of a duration longer than twelve (12) scheduled consecutive work tours of the absent employee, then the employee assigned to serve temporarily in the higher rank shall be selected in order of position from the City-wide Civil Service list.
- g) A Firefighter must have three (3) years of service in the Department to be qualified to serve as “Senior Firefighter”.

- h) If at any time there is no member on the Civil Service list to cover the absence of a Lieutenant, Captain, District Fire Chief, or Deputy Fire Chief on the Group involved, the coverage will revert to the seniority coverage for the rank involved on the Group involved up to, and including, the twelfth (12<sup>th</sup>) tour for Injured, and sixteenth (16<sup>th</sup>) tour for sick.
- i) If at any time a member wishes to remove his/her name from the Civil Service list, he/she must notify the Personnel Division in writing on a Form 5 one (1) week prior, and the removal must be for a minimum of two (2) weeks.

**Section 3. Vacancy Coverage Due to Officer Sick Leave:**

- a) Whenever there is a temporary absence of an Officer due to the use of Sick Leave, the vacancy, and any coverage resulting from the vacancy, shall be covered as follows:
  - i. Fire Lieutenant: The first (1<sup>st</sup>) tour shall be covered by the regular designated Senior Firefighter on the Company and Group involved. In the event the regular designated Senior Firefighter is absent for any reason the most senior Firefighter on the Company and Group involved shall cover the first (1<sup>st</sup>) tour. In the event no qualified Senior Firefighter is available on the Company and Group, the senior qualified Firefighter in the House/District/Division/City-wide on the Group involved shall cover the first (1<sup>st</sup>) tour.
  - ii. Fire Captain: The first (1<sup>st</sup>) tour shall be covered by the senior Fire Lieutenant in the District on the Group involved. In the event that no Fire Lieutenant is available within the District, the most senior Fire Lieutenant within the Division/City-wide shall cover the first (1<sup>st</sup>) tour.
  - iii. District Fire Chief: The first (1<sup>st</sup>) tour shall be covered by the senior Fire Captain in the District on the Group involved. In the event that no Fire Captain is available within the District, the most senior Fire Captain within the Division/City-wide shall cover the first (1<sup>st</sup>) tour.
  - iv. Deputy Fire Chief: The first (1<sup>st</sup>) tour shall be covered by the senior District Fire Chief within the Division on the Group involved. In the event there is no District Fire Chief available within the Division, the most senior District Fire Chief City-wide shall cover the first (1<sup>st</sup>) tour.
- b) Upon the expiration of the first (1<sup>st</sup>) tour, a Pool Officer, if available, shall cover

the Officer's absence.

- c) In the event no Pool Officer is available, the second (2<sup>nd</sup>) through sixteenth (16<sup>th</sup>) tours shall be covered as follows:
  - i. Fire Lieutenant: The highest eligible Firefighter from the Civil Service list among those assigned within the Company on the Group involved where the vacancy exists shall be selected to perform temporary service out of rank in the position of Fire Lieutenant on the Group involved. In the event there is no eligible Firefighter within the Company where the vacancy exists, the highest eligible Firefighter from the Civil Service list within the House/District where the vacancy exists shall be selected. In the event there is no eligible Firefighter within the District where the vacancy exists, the highest eligible Firefighter from the Civil Service list within the Division shall be selected. In the event there is no eligible Firefighter within the Division where the vacancy exists, the highest eligible Firefighter from the City-wide Civil Service list shall be selected.
  - ii. Fire Captain: The highest eligible Fire Lieutenant from the Civil Service list among those assigned within the House/District on the Group involved where the vacancy exists shall be selected to perform temporary service out of rank in the position of Fire Captain on the Company involved. In the event there is no eligible Fire Lieutenant within the House/District where the vacancy exists, the highest eligible Fire Lieutenant from the Civil Service list within the Division shall be selected. In the event there is no eligible Fire Lieutenant within the Division where the vacancy exists, the highest eligible Fire Lieutenant from the City-wide Civil Service list shall be selected.
  - iii. District Fire Chief: The highest eligible Fire Captain from the Civil Service list among those assigned within the District on the Group involved where the vacancy exists shall be selected to perform temporary service out of rank in the position of District Fire Chief in the District involved. In the event there is no eligible Fire Captain within the District where the vacancy exists, the highest eligible Fire Captain from the Civil Service list within the Division shall be selected. In the event there is no eligible Fire Captain within the Division where the vacancy exists, the highest eligible Fire Captain from the City-wide Civil Service list shall be selected.
  - iv. Deputy Fire Chief: The highest eligible District Fire Chief from the Civil Service list among those assigned within the Division on the Group

involved where the vacancy exists shall be selected to perform temporary service out of rank in the position of Deputy Fire Chief in the Division involved. In the event there is no eligible District Fire Chief within the Division where the vacancy exists, the highest eligible District Fire Chief from the City-wide Civil Service list shall be selected.

- d) If at any time during this coverage a Pool Officer becomes available, said Pool Officer shall fill the temporary absence.
- e) The seventeenth (17<sup>th</sup>) and subsequent tours shall be covered as follows:
  - i. Fire Lieutenant: The highest eligible Firefighter from the City-wide Civil Service list shall be selected to perform temporary service out of rank in the position of Fire Lieutenant.
  - ii. Fire Captain: The highest eligible Fire Lieutenant from the City-wide Civil Service list shall be selected to perform temporary service out of rank in the position of Fire Captain.
  - iii. District Fire Chief: The highest eligible Fire Captain from the City-wide Civil Service list shall be selected to perform temporary service out of rank in the position of District Fire Chief.
  - iv. Deputy Fire Chief: The highest eligible District Fire Chief from the City-wide Civil Service list shall be selected to perform temporary service out of rank in the position of Deputy Fire Chief.
- f) In the event that the existing Civil Service list has been exhausted for the aforementioned ranks, the selection for the seventeenth (17<sup>th</sup>) and subsequent tours shall be based upon seniority.
- g) A Firefighter must have three (3) years of service in the Department to be qualified to serve as “Senior Firefighter”.
- h) If at any time there is no member on the Civil Service list to cover the absence of a Lieutenant, Captain, District Fire Chief, or Deputy Fire Chief on the Group involved, the coverage will revert to seniority coverage for the rank involved on the Group involved up to, and including, the twelfth tour for Injury Leave, and the sixteenth (16<sup>th</sup>) tour for sick.
- i) If at any time a member wishes to remove his/her name from the Civil Service

list, he/she must notify the Personnel Division in writing on a Form 5 one (1) week prior, and the removal must be for a minimum of two (2) weeks.

**ARTICLE IX (C)**  
**Special Provisions**

Effective July 1, 2014, the provisions of Article IX(C), as appearing in the FY2004-2006 Collective Bargaining Agreement, are deleted.

**ARTICLE IX (D)**  
**Interpretation of Articles IX (A) and IX (B)**

The Article IX (A) senior man vacation fill-in and the Article IX (B) temporary service in higher rank provisions shall be interpreted and applied so that the employee serving in the higher rank will be regarded for all compensation and working condition purposes as a permanent incumbent of such higher rank and any absences of the employee serving in the higher rank will be regarded as an absence of a permanent incumbent of such higher rank.

**ARTICLE X**  
**Holidays**

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

- New Year's Day
- Martin Luther King Jr. Birthday
- Washington's Birthday
- Evacuation Day
- Patriots Day
- Memorial Day
- Bunker Hill Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day
- Or the following Monday if any day aforesaid falls on Sunday.

For the purpose of this Article, the "holiday" is the twenty-four (24) hour period commencing at 8:00 A.M. of the day on which the holiday falls.

**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 an employee's paid injured leave, he shall receive, for each such holiday, in addition to his regular weekly compensation, an additional day's pay, computed as one-fourth (1/4) of his regular weekly compensation.

The holiday compensation provided herein shall be paid to employees within thirty (30) calendar days from the date earned. The City agrees to pay interest at an annual rate of eight percent (8%) on and for any amounts of holiday pay owed and not paid within such thirty (30) calendar day period.

## **ARTICLE XI** **Vacations**

**Section 1.** On January 1st of each calendar year, every employee with at least six (6) months of service shall become entitled to two (2) weeks' vacation during such year. The vacation leave provided by this Section shall be deemed to be the vacation leave required by Section 111A of Chapter 41 of the General Laws and not in addition thereto.

**Section 2.** Any employee who prior to January 1st (as referred to in Section 1) has completed four (4) years, but less than nine (9) years of service, shall receive one (1) week of vacation in addition to the vacation leave set forth in Section 1. Any employee who prior to January 1st (as referred to in Section 1) has completed nine (9) years or more of service shall receive two (2) weeks of vacation in addition to the vacation leave set forth in Section 1.

Effective on and after January 1, 1989, an employee who prior to January 1st (as referred to in Section 1 of Article XI has completed twenty (20) years or more of service shall receive three (3) weeks of vacation in addition to the vacation leave set forth in Section 1 of Article XI.

Notwithstanding any provision(s) of this Agreement to the contrary, each vacation week to which an employee is entitled pursuant to this Article shall equal four (4) scheduled tours of duty for the employee involved. Any additional scheduled tour(s) of duty off required to render vacation absences for the employee involved equal to the foregoing shall be scheduled at the end of the employee's vacation period(s).

**Section 3.** Employees shall be entitled to scheduled vacations pursuant to a schedule, incorporated herein and appended to the contract as "Appendix A", depicting, over a ten (10) calendar year projection, (such period constituting an illustration, not a duration limit on the scheduling mechanism), the calendar vacation periods to be taken by employees in each numbered vacation group.

In the initial year of an employee's entitlement to the fifth (5th) vacation week, the scheduling of the fifth (5th) week will be subject to the following conditions: such fifth (5th) week cannot be attached to any other scheduled vacation for the employee involved; and, the Fire Commissioner will arrange the scheduling of such fifth (5th) vacation week in the initial year of an employee's entitlement. After the initial year of an employee's entitlement to the fifth (5th) vacation week, the scheduling of the fifth (5th) vacation week will be governed by the master vacation schedule (Appendix B) with a separate vacation group assigned for purposes of such fifth (5th) week.

Effective January 1, 1988, the summer vacation period shall constitute ten (10) vacation groups as depicted on Appendix A.

**Section 4.** Vacation leave shall not be accumulated beyond the end of a vacation year except in the following situations: if the operating needs of the Department, as determined by the Commissioner, prevent an employee from taking his/her full vacation leave entitlement in a given vacation year, and, if an employee loses any amount of his/her annual vacation entitlement because of injured on duty leave or sick leave. Vacation entitlement lost as a result of injured on duty leave or sick leave in any given vacation year must be taken in the immediately succeeding vacation year in the same vacation periods scheduled for such entitlement in the vacation year in which such vacation was lost. The current practice as to vacation scheduling will apply to employees who lose any of their vacation entitlement in a given vacation year because of injured on duty leave or sick leave and return to active service from such leave prior to the end of the vacation year involved; provided, however, that the reassignment of such lost vacation shall be in a comparable vacation period, (periods B and C are comparable and periods D and E are comparable), and further provided that lost summer period vacation shall be reassigned upon the employee's return to work. In any event, any vacation entitlement subject to the foregoing carry-over provisions must be taken in the vacation year immediately succeeding the year of the loss of such vacation entitlement.

Employees summoned for court appearance during their vacation period shall receive additional vacation time off equal to the day(s) involved in such court appearance in addition to any compensation to which they are entitled pursuant to this collective bargaining agreement and, such additional vacation time off shall commence on the employee's first scheduled tour of duty following the end of the vacation period involved in such court appearance.

**Section 5.** If the employment of any employee entitled to vacation leave pursuant to Sections 1 and 2 and the carry over provisions of Section 4 of this Article is terminated by dismissal through no fault of delinquency on his/her part or by resignation, retirement or death without the employee's having been granted such

vacation, the employee, or in the event of the employee's death, his estate, shall be paid the equivalent of such vacation, provided that no monetary or other allowance has already been made therefor.

**Section 6.** Effective January 1, 2002, for employees entitled to five (5) annual vacation weeks, at such employee's annual option, such fifth (5th) week (two (2) day tours and two (2) night tours and the equivalent of such vacation measure for employees not on a rotating tour schedule) can be taken as single vacation tours (work shifts) as follows:

1. Employees seeking to utilize a single tour shall notify his/her immediate supervisor prior to 8:00 a.m. on the day prior to the day/night that he/she seeks off.
2. Such single vacation tours may be taken only during the non-scheduled vacation period as well as the D and E vacation periods.
3. Such single vacation tours may not be taken in the tour falling on the night before or on the day/night of Christmas, Thanksgiving, and/or New Years.

**Section 7.** Effective January 1, 2002, for employees entitled to the fourth (4th) or fifth (5th) annual vacation weeks, such employee at his/her option, can redeem each vacation year, one (1) week of the employee's annual vacation entitlement. The vacation redemption entitlement herein shall be paid to employees within thirty (30) calendar days. The City agrees to pay at an annual rate of eight percent (8%) on and for any amounts of vacation redemption owed but not paid within thirty (30) calendar days of completion of the annual vacation redemption process.

## **ARTICLE XII** **Conventions**

Subject to the operating needs of the Fire Department, as determined by the Fire Commissioner, leave of absence without loss of pay shall be granted to all delegates duly elected to represent Local 718 at the following conventions:

Professional Firefighters of Massachusetts, AFL-CIO  
International Association of Firefighters, AFL-CIO  
Massachusetts State Labor Council, AFL-CIO

## **ARTICLE XIII** **Uniforms**

**Section 1.** In addition to articles of uniform provided to employees covered by this Agreement, including but not limited to helmet, fire coat, fire boots and fire gloves, the City shall also provide dress shirts, white for officers and blue for



Firefighters and/or any and all other clothing items mutually agreed upon by Local 718 and the Fire Commissioner, in accordance with standards for uniforms set forth in Chapter 46 of the Rules and Regulations of the Fire Department.

**Section 2.** Effective July 1, 1998, the annual clothing allowance for employees shall be five hundred and fifty dollars (\$550.00).

Employees hired between January 1st and June 30th shall receive the full annual clothing allowance as stated above in the payroll week preceding Christmas.

Firefighters hired between July 1 and the date on which the clothing allowance is paid shall receive one half of the clothing allowance in the payroll week preceding Christmas.

Firefighters hired on or after the day on which the December clothing allowance payment is made, up to and including December 31st, shall receive no clothing allowance in that year but shall be deemed to have been hired on January 1st of the following year.

**Section 3.** Firefighters retiring between January 1st and June 30th shall receive one half of the clothing allowance in the payroll week preceding Christmas.

Firefighters retiring between July 1st and the date on which the clothing allowance payment is made, up to and including December 31st, shall be deemed to have retired on July 1st of the following year.

**Section 4.** There shall be no change in work uniforms without prior consultation with the officers of Local 718. If additions to work uniforms are specified, the Firefighters will receive the cost of initial purchase of such new issue.

**Section 5.** The City agrees that the job of fitting and replacing uniforms, which job is now being performed by an employee covered by this agreement, shall be continued to be performed by an employee covered by this agreement.

#### **ARTICLE XIV** **No-Strike Clause**

**Section 1.** Local 718 agrees that neither it nor its officers or paid representatives will call, instigate, authorize, sanction or ratify any strike, slow-down, or stoppage of work by employees of the City.

**Section 2.** Upon discovering a claimed violation of Section 1, the City immediately will provide Local 718 with notice of such and will offer to process to expedited arbitration any underlying dispute related to such claimed violation. Such arbitration will be implemented by immediate submission of the dispute to either an

arbitrator selected by the City and by Local 718 or to the American Arbitration Association, which agency immediately shall work with the City and Local 718 for an arbitrator designation or, failing such designation shall appoint an arbitrator pursuant to the “third letter” system. The arbitration will be convened as soon as possible and will be conducted pursuant to the rules and regulations of the American Arbitration Association. The results of the arbitration shall be final and binding upon the City and Local 718. Nothing in this Section shall be construed to limit the City from taking any additional action permitted by law.

**ARTICLE XV**  
**Stability of Agreement**

**Section 1.** No agreement, understanding, alteration or variation of the agreements, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

**Section 2.** The failure of the City, or Local 718, to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement, shall not be considered as a waiver or relinquishment of the right of the City or of Local 718 to future performance of any such term or condition, and the obligations of Local 718 or of the City to such performance shall continue in full force and effect.

**Section 3.** Should any provision of this Agreement be declared by the highest appellate court of competent jurisdiction to be null and void, that provision shall be the subject of immediate negotiations between Local 718 and the City. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

**ARTICLE XVI**  
**Grievance Procedure**

**Section 1.** A grievance hereunder is defined as any dispute arising out of or concerning the interpretation or application of any provision of this Agreement.

**Section 2.** Grievances shall be processed as follows:

- Step 1: The Executive Board member in whose District or Division the grievance arose and the President of Local 718 shall submit the grievance to the Chief of Department in writing. The aggrieved employee and any other employee involved in the grievance shall be present at the request of Local 718 or the City.
- Step 2: If the grievance cannot be resolved at Step 1 within three (3) working

days, the President of Local 718, accompanied by another Executive Board member, shall submit the grievance to the Fire Commissioner. The aggrieved employee and any other employee involved in the grievance shall be present at the request of Local 718 or the City.

- Step 3: If the grievance cannot be resolved at Step 2, the Executive Board member and the President of Local 718 shall submit the grievance to the City's Office of Labor Relations (in lieu of the present City's Grievance Committee), which shall schedule a hearing within ten (10) working days after it receives the grievance. Conducting the hearing shall be one or more of the staff of the Office of Labor Relations. In addition, the committee to hear grievances may include such other persons as the Office of Labor Relations may from time to time designate. The aggrieved employee and any other employee involved in the grievance shall be present at the request of Local 718 or the City.
- Step 4: In the event that the grievance cannot be resolved at Step 3 within fifteen (15) working days, Local 718 can submit the grievance to arbitration. Said submission shall be made by written notice delivered in hand or by mail, postage prepaid, addressed to the Office of Labor Relations within twenty-five (25) days after the expiration of the fifteen (15) days referenced above. The arbitrator shall be selected in a manner mutually agreed upon by the parties from a rotating panel of not less than three (3) and not more than five (5) arbitrators selected by mutual agreement of the parties. The arbitrator shall hear the grievance within one (1) calendar week from the date submitted to him or to her and shall issue a decision within five (5) working days after the close of hearing. Either party can require removal of one (1) or more names from the arbitrator panel established herein during the term of this Agreement. If the panel is reduced by such removal process to less than three (3) incumbents, then, until such time as the panel is restored to a minimum of three (3) names, the arbitrator shall be selected pursuant to the processes of the American Arbitration Association. Whichever arbitrator designation procedure is utilized the rules and regulations of the American Arbitration Association shall govern the arbitration proceeding except where expressly negated by the provisions of this Step of the contractual grievance procedure.

**Section 3.** Grievances shall be submitted to the Chief of Department in writing, in not less than triplicate, on forms to be agreed upon jointly, and shall be signed by the representative of Local 718 filing the grievance. If the grievance is adjusted at any step of the grievance procedure, the adjustment shall be noted on the grievance form and shall be signed by the City representative and the Local 718 representative

reaching the adjustment. At any step of the grievance procedure where no adjustment is reached, the grievance form shall bear a notation that the grievance is unsettled, shall be signed by the City representative then handling the grievance, and shall be referred to the next step in the grievance proceedings as provided herein. (The agreed upon grievance form is appended hereto and identified as “Appendix B”.)

**Section 4.** Grievance shall be filed at Step 1 within thirty (30) calendar days after knowledge or reason to know of the occurrence or failure of occurrence of the incident upon which the grievance is based. Grievance not appealed to any next step within fifteen (15) days after presentation at each step, or to arbitration within forty (40) working days after presentation at Step 3, shall be deemed settled. All time limits may be shortened or extended by mutual agreement.

**Section 5.** The decision of the arbitrator shall be final and binding upon the parties, except that the arbitrator shall make no decision which alters, amends, adds to or detracts from this Agreement, or which recommends a right or relief for any period of time prior to the effective date of this Agreement or which modifies or abridges the rights or prerogatives of municipal management under Article IV of this Agreement. Nothing in this Section shall limit Local 718’s right to process grievances arising under an agreement in effect immediately prior to the effective date of this Agreement so long as the time limits set out in that prior Agreement have been satisfied. As to such grievances, an arbitrator shall have remedial authority covering in time periods prior to the effective date of this Agreement.

**Section 6.** Any employee may present a grievance directly to the City provided that in such event the City immediately shall notify the President of Local 718 of the initiation of and of the proposed disposition of such individual grievance. Local 718 representatives shall be afforded the opportunity to be present at any conference between the aggrieved employee and the City relative to such grievance and also shall be given the opportunity to confer with the City relative to such grievance. Any adjustment of the individual employee grievance must be consistent with the terms of this Agreement.

The only parties to the contractual grievance and arbitration provisions are Local 718 and the City. Employees shall have no right to implement such procedures without the approval and representational participation of Local 718.

Notwithstanding any provision to the contrary in the preceding two sentences, it shall be deemed a violation of this Agreement for any individual employee or group of employees covered by this Agreement to negotiate or seek to negotiate a change in compensation specified in the Fire Department Compensation Plan in force on the effective date of this Agreement.

**Section 7.** Employees shall not be disciplined nor discharged except for just cause. Any dispute relative to discipline or discharge or to matters heretofore within the jurisdiction of any Retirement Board established by law may be a subject of grievance and arbitration under the terms of this Agreement or may be processed respectively before the Civil Service Commission or Retirement Board provided, however, that Local 718 may not pursue both remedies in terms of the same dispute. It is understood and agreed that Local 718 shall have the right to represent any employee in any Civil Service or Retirement Board hearing or proceeding.

**Section 8.** Representatives of Local 718 will be given reasonable time off without loss of pay or benefits for the processing of grievances, attendance at arbitration proceedings and collective bargaining with the City.

**Section 9.** An employee shall have the right to have a duly authorized representative of Local 718 present at any meeting between an employee or group of employees and any City representative outside of the unit concerning the employee's or employees' employment relationship with the City.

## **ARTICLE XVII**

### **Sick Leave**

**Section 1.** All employees of both bargaining units covered by this Agreement who have been regularly employed in their positions for at least six (6) months shall be entitled to sick leave with full compensation pursuant to the collective bargaining agreement as if the employee was working his/her regular schedule, in accordance with the following provisions. Any sick leave during the initial six (6) months of employment will be considered leave of absence without pay.

All employees of both bargaining units shall accrue sick leave at the rate of one and one-quarter tours (work shifts) per calendar month. For purposes of this Article, a tour (work shift) shall be deemed to be twelve (12) hours, thus all employees in both bargaining units shall accrue fifteen (15) hours per month. Subject to Section 5 herein, new employees shall not be granted sick leave for the first six (6) months of employment and thereafter they shall be credited with ninety (90) hours of sick leave at the completion of the six (6) month period. Notwithstanding the limits set forth herein for buy-back purposes, there shall be no limit on the number of sick hours an employee may accumulate for such leave purposes.

**Section 2.** A leave of absence granted under these provisions shall be known as "Sick Leave" and shall be granted where an employee is suffering from illness or injury (non-work related) to such an extent as to be unable to perform the duties of his/her position or where members of the family within the household of the

employee are ill and require the care of such employee not to exceed earned sick leave available.

**Section 3.** All employees must notify his/her company officer or immediate supervisor of the employee's absence due to illness no later than one (1) hour before the start of his/her tour (work shift) in the case of a day tour, and no later than three (3) hours before the start of his/her tour (work shift) in the case of a night tour, unless such notice is impracticable, in which case the employee must provide notice as soon as is practicable. After consultation with the District Fire Chief, or the rank equivalent, the supervisor shall attempt to contact the employee by telephone to ascertain if the employee can return to full, regular duty on the employee's next regularly scheduled tour of duty (work shift).

After sick leave absence of more than two (2) consecutive actual tours of duty (work shifts), the Fire Commissioner can require the involved employee to communicate with the Department Medical Examiner and/or obtain a medical letter from his/her medical provider. After consultation with the employee's medical care provider, the Department Medical Examiner shall determine an employee's return to duty status.

Notwithstanding the foregoing two sentences, the Fire Commissioner can require any employee to communicate with the Department Medical Examiner and/or obtain a medical letter from his/her medical provider if said employee has accumulated ten (10) tours or more of undocumented absences within a rolling twelve (12) month period.

No member of the bargaining unit shall be entitled to holiday pay if he or she has an undocumented sick leave on the night before a holiday, on the holiday, or the day after a holiday.

**Section 4.** All employees of both bargaining units granted leave of absence without pay shall not accrue sick leave during said leave of absence, but upon resumption of active employment shall have available the sick leave accrued before the time of such leave of absence and shall resume accrual pursuant to the terms of this Article.

**Section 5.** The Fire Commissioner may, in his/her discretion, grant paid sick leave to an employee of either bargaining unit who has no sick leave to his/her credit. In exercising such discretion, the Commissioner shall be reasonable and shall not act in an arbitrary manner.

**Section 6. Sick Leave Redemption at Retirement or Death:** Upon retirement from service or death, an employee of either bargaining unit (or his/her estate) shall be paid for thirty-five percent (35%) of the accumulated unused sick leave hours

credited to such employee at the time of retirement or death (maximum of 2,880 credited hours), at the hourly rate (based on full regular compensation under collective bargaining agreement) in effect as of the date of the employee's retirement or death. The City agrees to pay at an annual rate of eight percent (8%) on and for any amounts of such sick leave redemption owed but not paid within thirty (30) calendar days of notice of death or the effective date of the employee's retirement.

**Section 7. Annual Sick Leave Redemption:** This annual program shall apply to all employees of both bargaining units. The annual sick leave redemption program shall be based on the employee's attendance record for regular scheduled tours of duty (work shifts) in a calendar year as set forth below. An employee who has used no more than forty-eight (48) sick leave hours in the twelve-month calendar period through December 31st of any year may elect to redeem sick hours in a lump sum cash payment in accordance with the following schedule:

<u>Actual Annual Sick Hours as of December 31 of Measured Year</u>	<u>Sick Hours Used</u>	<u>Redemption</u>
180	0	60 hours
168	up to and including 12	48 hours
156	up to and including 24	36 hours
144	up to and including 36	24 hours
132	up to and including 48	12 hours
120	More than 48	0

The amount due will be based on the employee's full regular compensation as set forth in the collective bargaining agreement of December 31st of each year. An employee may elect to redeem all or part of this entitlement. The City agrees to pay at an annual rate of eight percent (8%) on and for any amounts of such sick leave redemption owed but not paid within thirty (30) calendar days of the completion of the annual sick leave redemption process. Unredeemed sick hours will be accumulated in the normal manner.

**Section 8.** In addition to all of the above sections, the City agrees that on a one-time basis, for those employees from either bargaining unit on the Department payroll as of September 1, 2001, he/she shall receive seventy-two (72) hours of sick time credited to his/her sick leave bank for each calendar year or fraction thereof (to be prorated) of actual service, commencing and on his/her date of appointment to the Department.

Notwithstanding the effective date of this Article, the Sick Leave Redemption at Retirement or Death provision shall be effective September 1, 2001.

The Annual Sick Leave Redemption provision shall be effective January 1, 2002 with the first annual payment to be based on employees' attendance from January 1, 2002 - December 31, 2002.

**Section 9. Sick Leave Donation:** An employee may submit a written request to the Deputy Chief in charge of Personnel to donate up to twenty-four (24) hours of Sick Leave to any employee who: 1) has exhausted all of his/her accrued leave, and 2) has applied for medical leave pursuant to the Family Medical Leave Act. All requests to donate Sick Leave are subject to the approval of the Deputy Chief in charge of Personnel. Notwithstanding Article XVII, Section 7, any Sick Leave donated by an employee shall not be counted as sick hours used for purposes of Annual Sick Leave Redemption.

## **ARTICLE XVIII** **Injury Leave**

### **PART A:**

An employee incapacitated for regular duty because of injury sustained in the performance of his/her duty shall be granted leave without loss of pay, including applicable base compensation and all direct and indirect economic fringe benefits, for the period of such incapacity pursuant to the practice of the City of Boston Fire Department as interpreted and applied in the past by said Fire Department regarding members of the bargaining units covered by this Agreement.

### **PART B:**

In addition to any non-city payments received by an employee assigned to the Fire Alarm Division upon being incapacitated for regular duty because of injury sustained in the performance of duty, the City shall grant such employee leave for the period of such incapacity and shall provide such employee during the period of such incapacity with additional weekly compensation which, when combined with the non-City payments received by such employee, shall total the regular weekly compensation of such employee.

### **PART C:**

#### **A. Injury Leave**

1. When an employee sustains a work-related injury, he/she shall submit a written report (Form 5D) notifying the Commissioner or his/her designee as soon as possible but in no event later than forty-eight (48) hours after the injury occurs unless the severity of the injury makes timely notification impossible. The report shall specify the cause and nature of the injury.



2. The employee shall provide a medical release (see Appendix C) relative to the subject injury running to the Department Medical Examiner (or his/her physician designee) and/or an independent medical examiner (IME). The employee shall provide necessary medical reports and records from any medical persons or providers involved in the treatment of the injury. The release and such information shall be limited to the subject injury.
3. The injured employee shall report to the Department Medical Examiner (or his/her physician designee) for an examination as soon as possible. Should the Department Medical Examiner designate another physician in a particular case, the designated physician shall serve as the Department's physician for that case. The designated physician shall serve as the Department's physician for that case for all purposes regarding that case.
4. Where an injured employee duly reports such injury as set forth in provision A(1) above, he/she shall be immediately placed on injury leave status. Failure to do so shall result in the employee being placed initially on sick leave pending further investigation by the Department as to the appropriate status.
5. The employee shall obtain from his/her personal medical provider(s) (if any) a medical evaluation report, on forms provided by the Department, which shall contain the following information: (a) the cause and nature of the injury or disability; (b) the prescribed medication and/or plan of treatment; (c) a prognosis which shall include the estimated length of time the employee may be unfit for duty. The employee shall submit this report to the Department Medical Examiner (or his/her physician designee). The employee's medical provider(s) shall be afforded the opportunity to consult with the Departmental Medical Examiner (or his/her physician designee).
6. Should the Department Medical Examiner (or his/her physician designee) and the employee's medical provider disagree as to the medical appropriateness of injury leave status, the employee shall be examined by an IME selected pursuant to section C (3) of this PART C, in the relevant specialty area, who at the City's expense, shall examine the employee and render a written medical opinion as to the medical appropriateness of injury leave status. The IME examination shall be limited to the subject area of the disability claimed. The IME shall forward a copy of his/her written medical opinion to the Department Medical Examiner who shall ensure that a copy is immediately forwarded to the employee's medical provider and the involved employee.
7. Upon receipt of the IME's determination that it is not medically appropriate for an employee to have injury leave status, injury leave shall immediately cease and the employee shall return to work with all attendant benefits.
8. An employee on injury leave due to a heart disease (excluding treatable hypertension), lung disease, and/or cancer (excluding treatable skin cancer) shall not be required to return to work (full or limited duty) unless his/her

medical provider so allows. Treatable is defined herein as “non-life threatening and/or not likely to be exacerbated by performance of the subject employee’s regular duties or limited duty plan.” Whether or not the hypertension or skin cancer should properly be deemed as treatable as defined herein shall be resolved by the IME selected pursuant to section C (3) of this PART C where the employee’s medical provider and Department Medical Examiner (or his/her physician designee) disagrees.

**B. Limited Duty:**

1. An employee on injury leave shall not be assigned to limited duty during the first four (4) consecutive calendar weeks after his/her injury. In any event, during such 4-week period, the resolution of any issue as to employee’s performance of limited duty may be undertaken.
2. Where the Department Medical Examiner (or his/her physician designee) determines that the employee is capable of performing limited duty, the Department shall notify the involved employee and the Union. The Department shall provide the employee and the Union with its limited duty plan including a detailed description of the duties and the specific work schedule. Limited duty tasks and assignments shall be determined by the Commissioner and may include any work or assignments performed by any bargaining unit personnel employed by the Department, except for fire suppression, consistent with the employee’s medical restrictions. The work schedule may provide, at the Department’s option, for a Monday through Friday, eight (8) hour work day, forty (40) hour work week, provided, however, that regardless of limited duty service, the involved employee shall receive on a weekly payroll basis all compensation provided by this Agreement to which he/she would be entitled if he/she were performing regular duty pursuant to his/her regular schedule.
3. Should the employee’s medical provider disagree with the Department’s Medical Examiner (or his/her physician designee) as to the medical propriety of the employee performing the Department’s limited duty schedule and/or assignment plan and he/she so notifies the Department’s Medical Examiner (or his/her physician designee), the Department’s Medical Examiner (or his/her physician designee) will contact the employee’s medical provider to discuss potential resolution of the disagreement. Failing resolution, the Department Medical Examiner (or his/her physician designee) shall designate an IME from the panel provided pursuant to section C (3) of the PART C to examine the employee. The examination by the IME shall be at the City’s expense and shall be limited to the subject area of disability claimed. The IME shall forward a binding decision to the Department’s Medical Examiner as to the medical propriety of the employee’s performing the Department’s desired limited duty schedule and/or assignment plan. The Department’s Medical Examiner shall

- forward a copy of the IME's decision to the involved employee and the Union.
4. In the event that the IME determines that the employee is unfit for any portion of the limited duty plan, then the employee shall remain on injury leave status pending future medical evaluations and determination by the IME. In the event that the IME determines that the employee is fit for limited duty only as to portions of the Department's desired schedule and/or assignment plan, then the employee's participation shall be strictly limited to such portions. In the event that the IME determines that the employee is fit for the Department's entire limited duty schedule and assignment plan, then the employee shall be obligated to perform such limited duty plan in its entirety.
  5. An employee's participation in his/her limited duty plan shall terminate where the employee is cleared for full regular duty by the employee's medical provider or upon such clearance by the IME, whichever first occurs. If an employee sustains a work-related injury while participating in his/her limited duty plan, the injury leave and light duty provisions in this Article shall apply, however, the employee may be immediately eligible for limited duty (the four (4) week limited duty assignment prohibition period described in provision B (1) above shall not apply).
  6. Limited duty shall not interfere with ongoing medical treatment. Although not eligible for the tax-free benefit, such employees shall be indemnified pursuant to Mass. Gen. L. c. 41, sec. 100 and the collective bargaining agreement. The employee's personnel file shall reflect his/her injured/limited duty status. An employee on limited duty will receive paid medical leave for medical treatment/therapy during assigned duty hours. Paid medical leave shall not be considered as hours worked for the purpose of computing overtime under the collective bargaining agreement.
  7. In no case shall an employee incapacitated due to a heart disease (excluding treatable hypertension), lung disease, and/or cancer (excluding treatable skin cancer) be required to perform limited duty. Treatable is defined herein as "non-life threatening and/or not likely to be exacerbated by performance of the subject employee's regular duties or limited duty plan." The IME selected pursuant to section C (3) of the PART C shall resolve whether an employee's hypertension and/or skin cancer is treatable should the Department's Medical Examiner (or his/her physician designee) and the employee's medical provider disagree.
  8. Where both the employee and the Department have completed the application process for retirement as required by the Retirement Board, at that point the employee shall not be required to perform limited duty and shall remain on or return to injury leave status. Both employee and Department shall act with due diligence in order to ensure a timely completion of such application process. The employee shall at all time be required to cooperate fully with the retirement

process.

9. Any incapacitated employee may, at his/her voluntary option, request a limited duty assignment at any time and at the Fire Commissioner's discretion, the employee may be allowed such assignment. In exercising such discretion, the Commissioner shall be reasonable and shall not act in any arbitrary manner.
10. An employee on limited duty shall not be counted towards the count of on-duty complement strength.

### **C. Other Provisions**

1. It shall be the employee's responsibility during his/her convalescence to keep all scheduled appointments with physicians, therapists, hospital/clinics, and the like. The employee is subject to examinations as required by the Department Medical Examiner (or his/her physician designee) and/or IME if applicable. In no event shall such examinations be scheduled or required to punish or harass an employee.
2. IME determinations shall be binding on both parties and are not grievable. With the exception of determinations of an IME, disputes as to the interpretation of or application of any of the foregoing provisions shall be subject to the following expedited arbitration process: On an annual basis, the parties shall mutually select three (3) arbitrators. Should the parties not be able to agree as to the panel, the JLMC shall designate the arbitrator(s). The hearing process shall be limited to one (1) day, and scheduled no later than seven (7) calendar days following written notice by the Union to the City of submission of the dispute to arbitration. Such written notice shall specify the nature of the dispute. There shall be neither briefs nor transcripts. The arbitrator, selected by rotation by the parties, must render an award within three (3) calendar days of the hearing and the arbitrator thereafter shall submit a written opinion. The arbitrator's award shall be final and binding. The Union and City shall share equally the arbitrator costs and shall pay their respective costs. The foregoing arbitration process shall commence with the union's filing its notice of arbitration to the City and thus, pursuit of any prior grievance process is neither a requirement nor a precondition to such arbitration submission. The parties may mutually agree to modify the arbitration procedural requirements herein for any case.
3. Prior to or upon execution of this (July 1, 2000-June 30, 2003) Agreement by the Mayor, the Union shall submit a list of ten (10) board certified physicians both in orthopedics and as internists to serve as IME's (20 physicians submitted, 10 in each specialty area). Such physicians must be affiliated with the Lahey Clinic or one or more of the following major Boston hospitals: Boston Medical Center, Beth Israel Deaconess, Brigham and Women's, Carney, Faulkner, Massachusetts General, New England Baptist, New England

Medical Center, and/or St. Elizabeth's Medical Center. The City may strike up to five (5) physicians from the aforementioned list of ten (10) physicians in each specialty area. Once the IME list is established, IME's for each case will be selected on a rotating basis, subject to availability, in the relevant specialty area. The parties shall meet where requested to review and/or modify the list of IME's. On an annual basis, where either party seeks to modify the list of IME's and/or a vacancy occurs, the Union shall submit new names on a two (2) to one (1) ratio in terms of the number openings.

In the event the subject injury involves medical subject matter other than orthopedic and/or internal medicine, then the employee's medical provider shall immediately (in no event more than seven (7) calendar days) upon request of the Department Medical Examiner (or his/her physician designee) submit the names of the five (5) physicians, board certified in the relevant specialty area and affiliated with one or more of the above referenced hospitals, from which the Department Medical Examiner (or his/her physician designee) may select the IME for that case.

**ARTICLE XIX**  
**Miscellaneous**

**Section 1.** Pursuant to the provisions of General Laws, Ch. 32B, Sec. 11D, the City will pay ninety-nine percent (99%) of the premium cost of service-connected group accidental death insurance up to twice the maximum amount to which each eligible employee would be entitled if insured for the maximum amount of group accidental death and dismemberment insurance provided under General Laws, Ch. 32B, Sec. 11A.

Such insurance coverage shall be provided as soon as insurance can be obtained from a carrier in accordance with public contract laws and the terms of said insurance have been approved by the Massachusetts Group Insurance Commission as required by General Laws, Ch. 32E, Sec. 11D.

**Section 2.** The Fire Commissioner shall appoint an advisory review board to make recommendations to the Commissioner and to the Chief of the Department in connection with any disciplinary or punitive transfers. Members of the advisory review board will consist of a representative set drawn from all ranks of the Department. Members of the board shall be named by the Commissioner and by mutual agreement of the officers of Local 718.

Under employee request, the City will supply employees with specific, written reasons for group or company transfers. Disciplinary or punitive transfers will be for just cause and will be reviewable in the grievance and arbitration procedure of this Agreement.

**Section 3.** The Fire Commissioner shall appoint a task force to consider and make recommendations to the Commissioner and to the Chief of the Department concerning the updating of the Department's Rule Book. Members of the task force will consist of a representative set drawn from all ranks of the Department. Members of the task force shall be named by the Commissioner after consultation with the officers of Local 718, provided, however, that Local 718 will have the right to designate without City approval one (1) member of such task force.

The task force shall conclude its deliberations and report its recommendations to the Commissioner and to the Chief of the Department within six (6) months from the date of its appointment.

**Section 4.** The Fire Commissioner and the Union shall establish by mutual agreement a joint health and safety committee consisting of representatives of each party for the purpose of promoting and recommending sound health and safety practices and rules.

The City and Local 718 each will appoint three (3) members to the Health and Safety Committee. The City will supply to the Health & Safety Committee all pertinent records and studies relative to health and safety matters and will entertain health and safety related recommendations of such Committee. The City will advise the Committee with detailed reasons for any failure to implement in whole or in part any such recommendations.

**Section 5.** The City will continue its past policy of defending and indemnifying persons covered by this Agreement against liability incurred while driving Fire Department vehicles in accordance with the provisions of General Laws, Chapter 258. The City agrees to be bound by the provisions of General Laws Chapter 41, Sections 100 and 100B.

**Section 6.** A joint committee of six (6) persons, three (3) selected by the commissioner and three (3) by the officers of the Union, shall review and make recommendations to the Commissioner concerning the mutual insurance program sponsored by the Boston Firemen's Mutual Relief Association.

**Section 7.** In the filling of permanent vacancies in groups and companies caused by death, retirement and promotions, and the new job openings within the unit, the City recognizes that subject to the operating needs of the Department, senior employees demonstrating an interest in such vacancies or openings, if determined by the Fire Commissioner or his designee to be qualified therefore pursuant to a reasonable and non-arbitrary evaluation, should be awarded such vacancies or openings to the extent practicable.

Such vacancies or opening shall be posted on the first day of each calendar month by way of publication in Fire Department Special Orders. Employees desiring to occupy such posted vacancies or openings must file an application therefore on a "Form 5T" at Headquarters no later than the close of business on the fifteenth (15th) day of the month in which the posting is made. The vacancies and openings shall be awarded to applicants therefore pursuant to the first paragraph of this Section no later than the last day of the month in which the posting is made and such awards shall be published in the Fire Department General Orders. Unfilled vacancies and openings shall be reposted in accordance with this paragraph in the ensuing months until filled in accordance with the first paragraph of this Section.

Prior to the assignment of Firefighters on probation to vacancies or openings on companies or units, such vacancies or openings shall be posted by Departmental General or Special Orders and shall be filled by employee bidders in accordance with the provisions of this Section.

Disputes relative to the application of the foregoing principles only as to vacancies or openings in the suppression force shall be subject to the grievance and arbitration procedures.

**Section 8.** The present practice relative to the City's grant to employees of personal leave for pressing personal business will be maintained for the duration of this Agreement.

**Section 9A. Personal Leave:**

In each fiscal year, all employees of both units shall be entitled to four (4) personal leave tours off from their regular schedule without loss of compensation.

**Section 9B. Personal Leave Program and Benefit:**

1. The Program:

A "Program", personal leave tours-overtime fill-in for employees in the Firefighter rank or the equivalent of such rank in the non-suppression divisions of the Department, and a "Benefit", personal leave-rank for rank overtime fill-in for members of the officer ranks or the equivalents of such rank in the non-suppression divisions of the Department, are established and will provide for Program/Benefit participants overtime opportunities to fill-in for employee participants who are absent on personal leave pursuant to the following terms and provisions.

2. The Benefit:

Effective July 1, 1986, and in each contract year thereafter, an employee-participant will be entitled to take four (4) personal leave tours as paid, rank for rank tours, that is, as tours to be filled-in on an overtime basis.

Eligible Fire Captains and Fire Lieutenants shall work personal leave overtime opportunities on their assigned Company. Captains may work personal leave overtime for Lieutenants on their Company, and Lieutenants may work overtime for the Captain's personal leave tours.

3. Conditions for Program Participation:

A. On or before June 1, 1986, and on or before each succeeding June 1st thereafter, each member of all ranks or their equivalents in Units A and B who is eligible to participate in the Program or in the Benefit are to indicate to the Department his/her desire to participate in the Program or Benefit for the succeeding contract year. Such indication is to be made pursuant to a system agreed upon by Local 718 and the Fire Commissioner.

B. Regarding the employee choice related in subpart 3A, above, eligible employees can only exercise two (2) options:

- (1) to participate in the Program or Benefit as to all four (4) annual personal leave tours; or
- (2) to not participate at all in such Program or Benefit.

C. Notwithstanding the provisions of subparts 3A and 3B, above, employees who have indicated on or before a given June 1st their intended participation in the Program or Benefit for the next contract year can, on or before the immediately following January 1st, indicate to the Department their intention to carry over to the immediately following contract year all or any portion of their unused personal leave tour entitlement for the current contract year. Upon such carry over declaration, the number of personal leave tours carried over from the current contract year to the immediately following contract year can be used in such following year as part of the employee's Program or Benefit participation. (For example, if an eligible employee has declared an intent to participate in the Program or Benefit by June 1st and then declares by January 1st an intent to carry over all four (4) personal leave tours unused in the current year, then, assuming the employee declares as of the following June 1st his/her participation in the Program or Benefit for the following contract year, the employee will be



entitled to eight (8) personal leave rank for rank overtime opportunities in said following year.) Such carry over declaration on or before January 1st is to be made pursuant to a system agreed upon by Local 718 and the Fire Commissioner.

- D. Notwithstanding the provisions of subparts 2, 3A and 3B, above, employees who have indicated on or before a given June 1st their intended participation in the Program or Benefit for the following contract year and who, during that year, are prevented from full or partial participation in the Program or Benefit because of injured on duty leave or sick leave, automatically will carry over such personal leave as is unused because of such injured on duty leave or sick leave to the following contract year and such carried over amount of personal leave will be included for such employee in the Program or Benefit in such following contract year.
- E. Rank for rank personal leave tours can be taken at any time except on contractual paid holidays.
- F. The Fire Commissioner and the Local 718 President agree to meet and to confer regarding the details of the implementation and on-going administration of the Program and Benefit.
- G. Uniformed members of the Headquarters Division of the Fire Department who do not work on the four (4) group rotating shift system are ineligible for participation in the Program.
- H. Allocation of overtime for members of the officer ranks and their equivalents who participate in the Benefit shall be in accordance with Section 9E of this Article.

4. Provisions Regarding Personal Leave Tours Not Taken Pursuant to the Program and Officer Benefit:

- A. Employees who do not participate in the Program or Benefit as set forth in subpart 3, above, can use their personal leave tour entitlement on any tour, with the exception of a contractual holiday; provided, however, that such tours do not require an overtime fill-in.
- B. On and after July 1, 1986, the scheduling of such non-Program, non-Benefit personal leave tours will be handled on a Company (for Unit A) basis.
- C. Employees who do not participate in the Program or Benefit described in subpart 3 also can cash in or bank all or part of their personal leave tours in accordance with current practice and contractual provisions. Such

employees, effective January 1, 1987, also can carry over for any reason unused personal leave entitlement to the following contract year. There is a one (1) year limit on such carry over. Such carried over personal leave tours cannot be added to an employee's Program or Benefit participation in the following contract year.

5. Personal Leave Benefit:

If an employee elects neither to take or redeem all or any part of the employee's annual personal leave entitlement, during the accrual year, all such portion of unused or unredeemed leave shall be accumulated for the employee's use as follows: In the year of an employee's death or retirement, the employee, or, in the event of the employee's death, then the beneficiary of the employee as designated on the form provided for the State-Boston Retirement System, shall receive a lump sum cash payment equal to one-fourth (1/4th) of the employee's regular weekly compensation at the time of such death or retirement for each accumulated personal leave tour to a maximum of thirty-two (32) such tours. Such payment shall be made no later than thirty (30) calendar days following the date of death or retirement. Employees who retire with more than thirty-two (32) accumulated personal leave tours will be allowed to use all such tours to excess of the thirty-two (32) tours to be compensated as leave in the year prior to the employee's retirement. (The current two (2) for three (3) accumulation shall be deleted and replaced by said full accumulation and usage prior to retirement of all unused personal leave.) Any portion of an employee's FY79 annual personal leave entitlement not used by the employee in FY79 shall be accumulated for use prior to retirement in accordance with the foregoing.

6. Headquarters Pool Officers:

Notwithstanding any collective bargaining agreement provision to the contrary, members who are permanently promoted to any fire officer rank, who participate in the Rank for Rank Personal Leave Program (Article XIX, Section 9B, 1, "Program") and who are assigned to Headquarters Officers' Pool, shall utilize and/or receive the Personal Leave Benefit (Article XIX, Section 9B, 2, "Benefit") within the respective officer rank pool (pools shall be regarded as companies or units). Officers absences resulting from the taking of personal leave by a member assigned to the Headquarters Officer Pools shall be filled on a rank for rank basis by off duty members assigned to the "Pool". The Boston Fire Department shall be responsible for administering such program and keeping the pertinent records relative to such program. Upon assignment to a company or unit, i.e. departure from the Headquarters Officer Pool, members' records or personal leave utilization and overtime opportunities realized shall be transmitted to the respective company or unit. Said personal

leave utilization and overtime opportunity realization shall be integrated with that of the permanently assigned company or unit officers so that there is a fair and equitable administration of the “Program” and “Benefit”.

**Section 9C. Firefighters Rank Overtime Fill-In for Firefighter Absences Caused by Vacation:**

Effective January 1, 2015, the Fire Department’s overtime obligation hereunder is to provide each employee holding the rank of Firefighter or its equivalent with the opportunity during each calendar year to work four (4) overtime tours of duty, two (2) day tours and two (2) night tours, when other Firefighters are on vacation. These overtime tours cannot occur during the “D” vacation period and the non-scheduled vacation period. Overtime shall be allocated within each company and unit pursuant to rotation of a roster established in each company and unit by departmental seniority.

Each tour of Firefighter or equivalent rank vacation leave absence shall be filled in accordance with this contractual provision until all employees in the rank of Firefighter or its equivalent have been given the opportunity to serve the specified number of overtime tours during each calendar year pursuant to the roster rotation system and the right of refusal provisions specified herein.

Employees entitled to this benefit shall be given the right of one (1) refusal of each overtime opportunity. If an employee, when he/she becomes entitled by way of the seniority roster rotation to his/her first overtime opportunity in a calendar year, refuses such opportunity, his/her name shall be placed at the bottom of such roster. If, in that same calendar year, the Firefighter rank or its equivalent absences caused by vacation leave are of a quantity such that the employee who refused his/her first opportunity and whose name was then placed on the bottom of the rotation roster is again reached in the rotation, he/she shall be given a second opportunity to work his/her first overtime tour opportunity. If such employee refuses such second chance to work his/her first overtime tour opportunity, then such employee shall again be placed at the bottom of the rotation list and that employee shall be deemed ineligible for the first overtime opportunity.

If a Firefighter transfers into or is assigned to a company or unit after the establishment of the company or rotation seniority list, such Firefighter, regardless of his/her departmental seniority, will be placed at the bottom of such list.

Upon transfer or assignment to a company or unit, the vacation leave absence-overtime fill-in work and refusal experience pursuant to this section shall be applicable to such employee in his/her new company or unit for the remainder of the calendar year involved. If, prior to such transfer or assignment in a calendar year, an employee either has worked his/her first overtime opportunity or twice refused such first opportunity, he/she shall be ineligible for such first opportunity for the

remainder of the calendar year involved regardless of the number of Firefighter or equivalent rank vacation leave absences in such calendar year. If such employee has once refused such first opportunity prior to his/her transfer or assignment, then he/she shall be entitled pursuant to the seniority roster rotation system in his/her new company or unit to another chance to work his/her first opportunity as specified herein.

The seniority roster rotation as referenced in this section shall run continuously from year to year.

The foregoing shall be applicable to incumbents of the Firefighter equivalent rank in the Fire Alarm Division and to all other Firefighter equivalent ranks in the Fire Department within the context of absences caused by vacation leave.

The Local 718 President and the Fire Commissioner, or their respective designees, periodically shall review the operation of the foregoing allocation of overtime opportunities to ensure that each employee in the rank of Firefighter or its equivalent receives his/her opportunity to serve the annual overtime tour as provided herein.

Due to the transition period needed for the implementation of this provision all Firefighter injured overtime shall cease effective July 1, 2014.

**Section 9D. Firefighter Rank Overtime Fill-In for Firefighter Rank Absences Caused by Death Leave:**

All absences from scheduled tours of duty by employees in the rank of Firefighter or its equivalent and caused by such employees' taking death leave as provided in Article XIX, Section 10, shall be filled in for on an overtime basis by employees holding the rank of Firefighter or its equivalent.

Such overtime shall be allocated within each company and unit pursuant to rotation of a roster established in each company and unit on the basis of departmental seniority (date of provisional or permanent appointment, whichever is earlier). Such roster shall rotate on a continuous basis. If an employee refuses an overtime opportunity when his/her name is reached on the roster rotation, such employee shall be placed on the bottom of the rotation and the rotation shall continue.

If a Firefighter transfers into or is assigned to a company or unit after the establishment of the company or unit rotating seniority list, such Firefighter, regardless of his/her departmental seniority, will be placed at the bottom of such list.

The foregoing shall be applicable to incumbents of the Firefighter equivalent rank in the Fire Alarm Division and to all other Firefighter equivalent ranks in the Fire Department.

In the event of a death or deaths covered by Article XIX, Section 10 occurring during the vacation of any employee in either unit covered by this collective bargaining agreement, the death leave provided by Article XIX, Section 10 shall

commence at 0800 hours immediately following such employee's last scheduled vacation tour in that vacation period and, the death leave overtime fill-in as provided by this collective bargaining agreement shall commence at that same point.

In the event of a death or deaths covered by Article XIX, Section 10 occurring during leave caused by the line of duty injury of an employee in either unit covered by this collective bargaining agreement, the death leave provided by Article XIX, Section 10 shall commence at 0800 hours immediately following such employee's return to full duty status from such line of duty injury leave and, the death leave overtime fill-in as provided by this collective bargaining agreement shall commence at the same point.

**Section 9E. Officer Rank or Equivalent Overtime Opportunities:**

All officers' (Lieutenant, Captain, District Chief, and Deputy Chief, or the rank equivalent in the Fire Alarm Division), absences resulting from the taking of personal leave, (Article XIX, Section 9B), or, death leave (Article XIX, Section 10), or, injured leave, (provided, however, that the maximum number of injured leave tours on each occasion of an officer absence attributable to injured leave to be covered by the following rank for rank overtime allocation system will be limited to four (4) tours and, that on the fifth (5th) tour and further tours of each such occasion of an officer injured leave absence, his absence will be covered in accordance with Article IX (B), Section 2 of the contract), shall be filled on a rank for rank overtime basis by off-duty officers in accordance with the following overtime opportunity allocation system:

1. Distribution of such overtime opportunity shall be based upon the following priority of allocation:

Lieutenant Rank: First to the Company involved, including the Captains, then to the District involved, then to the Division involved, then on a City-wide basis.

Captain Rank: First to the Lieutenants on the Company involved, then to the District involved, then to the Division involved, then on a City-wide basis.

District Chief Rank: First to the District involved, then to the Division involved, then on a City-wide basis.

Deputy Chief Rank: First to the Division involved, then on a City-wide basis.

2. A roster of employees within each officer's rank shall be maintained in each of the applicable itemized units, (company, house, district, division, city-wide).

Such roster shall include employees detailed in their permanent rank to a given unit for thirty (30) calendar days or more.

Until such detail reached the thirtieth (30th) consecutive calendar day, the employees so detailed will remain on the overtime roster in their regularly assigned units.

Officers working out of grade in a higher rank from a Civil Service promotions list will not be eligible for overtime pursuant to this provision during the period of such out of grade work, provided, however, that officers working out of grade in a higher rank in their unit because of their senior status and not as a result of their placement on a Civil Service promotional list, will remain eligible for overtime on the roster of their permanent rank in their units.

When permanently ranked Firefighters work out of grade as Lieutenant, when permanently ranked Lieutenants work out of grade as Captain, when permanently ranked Captains work out of grade as District Chief, and when permanently ranked District Chiefs work out of grade as Deputy Chief, and while working out of grade, take personal leave, or are injured, or are on death leave, the resulting absences shall be filled on an overtime basis from the roster of the high rank, (that is, the rank in which the employee is working out of grade), in the applicable unit.

Before offering an opportunity to a succeeding unit, the roster in the unit having a higher priority shall be exhausted upon the occasion of each overtime opportunity.

3. The initial overtime opportunity shall be offered to employees on each such roster on the basis of Department seniority. Thereafter, the allocation of overtime opportunities shall be administered in accordance with Special Order #53 of the Fire Department, dated October 6, 1978, to the extent such Special Order is not inconsistent with the foregoing.
4. Officers who are members of the Headquarters - Pool and who temporarily are assigned to a company shall be eligible for overtime opportunities associated with personal leave, death leave and injured leave absences of officers permanently assigned to such company in accordance with the applicable provisions of this collective bargaining agreement after fourteen (14) calendar days of continuous service in such company and the absence of such Headquarters - Pool Officers from their temporarily assigned company because of personal leave, death leave and injured leave shall result in overtime opportunities for officers permanently assigned to such company.
5. In the event of a death or deaths covered by Article XIX, Section 10 occurring during the vacation of any employee in either unit covered by this collective bargaining agreement, the death leave provided by Article XIX, Section 10 shall commence at 0800 hours immediately following such employee's last scheduled vacation tour in that vacation period and, the death leave overtime

fill-in as provided by this collective bargaining agreement shall commence at that same point.

6. In the event of a death or deaths covered by Article XIX, Section 10 occurring during leave caused by the line of duty injury of any employee in either unit covered by this collective bargaining agreement, the death leave provided by Article XIX, Section 10 shall commence at 0800 hours immediately following such employee's return to full duty status from such line of duty injury leave and, the death leave overtime fill-in as provided by this collective bargaining agreement shall commence at that same point.

**Section 10.** Five (5) calendar days leave of absence, with full compensation, will be allowed an employee in the case of the death of his wife or her husband or anybody in either of the following direct or step relationships to the employee or his/her spouse: father; mother; brother; sister; child; grandchild; daughter-in-law; son-in-law; and grandparents. These leaves shall begin at the morning roll call following date of death, and members affected shall be excused from tours of duty intervening between receipt of notice of death and the morning roll call. Sufficient time to attend the funeral of other near relatives may be allowed without loss of pay, with an extension of such time in any particular case, at the discretion of the Fire Commissioner. Leave under this rule must be applied in the usual way, and the relationship must be stated on the application. The five (5) calendar day death leave, and additional time as provided in this Section, shall be applicable separately to each occurrence of simultaneous deaths of covered relatives and to each occurrence of deaths of covered relationships whenever such deaths occur.

**Section 11. Group Health Insurance:**

Effective 60 days after the JLMC award becomes binding upon the parties pursuant to Chapter 589 of the Acts of 1987, the City shall cease to offer Master Medical to bargaining unit members. Effective that same date, the City shall offer the indemnity PPO known as Blue Care Elect Preferred. The City's rate of contribution for the indemnity PPO shall be 75%. The employees' rate of contribution shall be 25%.

- A. Effective January 1, 2008 the City's rate of contribution for all approved and authorized health maintenance organizations shall be 87.5%. The employees' rate of contribution for all approved and authorized health maintenance organizations shall be 12.5%.
- B. Effective January 1, 2009 the City's rate of contribution for all approved and authorized health maintenance organizations shall be 85%. The employees'

rate of contribution for all approved and authorized health maintenance organizations shall be 15%.

C. Effective January 1, 2008 the City's rate of contribution for all approved and authorized point of service products shall be 82.5%. The employees' rate of contribution for all approved and authorized point of service products shall be 17.5%.

D. Effective January 1, 2009 the City's rate of contribution for all approved and authorized point of service products shall be 80%. The employees' rate of contribution for all approved and authorized Point Of Service products shall be 20%.

**Section 12.** The Fire Commissioner shall hold at least one meeting annually with the Deputy and District Fire Chiefs working on each group for the purpose of general discussion pertaining to working conditions and productivity and performance standards.

**Section 13.** In the event that any employee is charged with committing a criminal offense in the course of his work performance and is subsequently found not guilty of such accusations in a court of law or if such accusations against him/her are dismissed by a court of law or by an authorized clerk of such court, the City will reimburse such employee for reasonable attorney fees and related court costs including but not necessarily limited to stenographic fees and witness fees incurred by him/her in defending themselves against those charges. Such payment will be made after review by the Corporation Counsel of the City of Boston. Prevailing rates (as determined by the Massachusetts Bar Association) shall apply.

**Section 14.** The current practice regarding full time off with full compensation for the Local 718 President shall be extended to and applicable to the Local 718 Vice President.

**Section 15.** Any committee established by the City or by the Fire Department to investigate instances involving Firefighter or officer death or serious injury shall include as a full committee participant a member of the Local 718 bargaining unit, as designated by the President of the Local 718.

**Section 16.** One (1) legislative representative as shall be designated from time to time by the President of the Local 718 shall be given full time off with full compensation whenever the Great and General Court of the Commonwealth is in session.



**Section 17.**

- A. Employees who are elected as members of the Local 718 Executive Board will be given leave with full compensation from complete tours of duty scheduled on dates of Local 718 Executive Board and General Membership meetings.
- B. Employees who are elected as members of the Local 718 Death and Welfare Committee will be given leave with full compensation from complete tours of duty scheduled on dates of Death and Welfare Committee meetings.

**Section 18.** The provisions of Section 18 of Chapter 190, Acts of 1982 are incorporated into this Agreement.

**Section 19.** The Fire Commissioner shall submit a requisition for the permanent promotional appointment of an officer forthwith but in no event later than three (3) working days immediately following the occurrence of a vacancy in an officer rank or upon a member's completion of the application, for retirement process at the Boston Retirement Board. In the event a member withdraws his/her application for retirement, the Department will be deemed to have already met their requirement to that promotion. The Fire Commissioner shall establish and publish at the start of each fiscal year quotas for each officer grade.

**Section 20. Committee for Special Issues:**

The City and Local 718 will each designate three (3) representatives to discuss the following issues.

- a. Establishment of a health and welfare trust plan regarding medical, dental and other insurance and benefit coverages;
- b. Incorporation into the collective bargaining agreement of the "Heart-Lung Presumption" law; and
- c. The propriety of the current contract rates for the officer grade weekly add-on.

**Section 21. Employee Assistance Program:**

Local 718 and the Fire Commissioner have agreed upon and have established an Employee Assistance Program. That Program is incorporated into and is made a part of this collective bargaining agreement and is subject to modification only upon agreement of Local 718 and the Fire Commissioner. Included as part of this Program are the following: the Fire Department is responsible for payment of the compensation of employees assigned to the Program; and, the Fire Department is responsible for providing the quarters required for the activities of the Program.

**Section 22. Scheduling of Time off Earned:**

Effective January 1, 1988, employees shall be excused from duty for time off earned only by permission of the Deputy Fire Chief of the Division and group involved.

Such permission shall be granted pursuant to the following: an employee's request for a tour for the taking of time off earned must reach such Deputy Chief, no later than eight (8) calendar days prior to the tour requested by the employee; the Deputy Chief, no later than six (6) calendar days prior to the tour requested by the employee, shall project the estimated strength for such tour; if such projection indicates an anticipated estimated strength of at least three hundred (300) employees for duty on the requested tour, the tour as requested by the employee shall be granted; the granting of permission for time off earned shall not be negated by events occurring after such projection and resulting in the unanticipated reduction of strength at the actual time of the tour involved; if the Deputy Fire Chief fails to respond to the employee requesting the tour off by the close of the sixth (6th) day prior to such tour, permission to take the requested tour shall be deemed as granted.

Deputy Fire Chiefs of both firefighting divisions shall maintain contact with each other regarding employee requests for time off earned to insure that the granting of such tours is in compliance with the foregoing.

### **Section 23. Maternity Leave:**

Whenever a female employee of the Department shall become pregnant, she shall furnish the Fire Commissioner with certificate from her physician stating the expected date of delivery. She may continue to work so long as her physician certifies she is able to do so, said certificates to be provided to the Commissioner on a monthly basis, and so long as the employee's work performance is not impaired.

Upon notification to the Commissioner of the pregnancy, the employee shall be offered an alternative position involving non-firefighting duties, at no reduction in salary or benefits, for the duration of the pregnancy. Should the employee refuse the alternative position, and choose to continue to perform firefighting duties, she shall be required to sign a waiver of liability as drafted by the Corporation Counsel for the City of Boston.

Maternity leave without pay shall be granted commencing with the cessation of actual work for a period not to exceed one (1) year; provided, however, that sick leave shall be granted for that portion of the maternity leave period during which the employee is actually disabled by the pregnancy or birth, and which is evidenced by medical documentation satisfactory to the Commissioner.

### **Section 24. Professional Training and Educational Opportunities:**

All information regarding professional training and educational opportunities received and approved by the Fire Commissioner shall be published monthly by

inclusion in departmental General or Special Orders. Employees interested in attending such training and educational opportunities shall apply to the Fire Commissioner for permission to attend. Selection of employees for such attendance shall be made pursuant to the following: the Fire Commissioner shall determine the number of employees to attend such training and educational opportunities and departmental seniority (provisional or permanent appointment date, whichever is earlier), among the applicants will determine the selection of employees for such attendance, provided, however, that where the Fire Commissioner determines that a given training or educational opportunity requires attendance by specially designated employees, the Commissioner shall retain discretion to select such employees.

**Section 25. Residency:** All members of the bargaining units must be residents of the City of Boston in accordance with the City of Boston's Residency Ordinance (Ord. 1976, c.9 as amended). After ten (10) years of consecutive full-time service (or, in the case of bargaining unit members who have had a break in service due to work-related disability ten (10) years of full-time service in total) from date of appointment to the bargaining unit, members of the bargaining units will be exempted from the Residency Ordinance.

**Section 26.** Effective upon execution of the July 1, 2000-June 30, 2003 Collective Bargaining Agreement by the Mayor, the Department may create and fill two positions that shall not be part of the Local 718 bargaining units and shall be deemed exempt from unionizing under G.L. c.150E. These two positions (each position is to be occupied by one person only-total two persons) are: (1) Chief of Field Services (Commissioner liaison relative to all Field Operations and training) and (2) Chief of Support Services (Commissioner liaison relative to all non-Field Operations including but not limited to fire prevention, special projects, strategic planning, and all administrative services). Such exemptions are subject to and shall continue only so long as the following terms are complied with:

- A. The Department shall not involuntarily assign a District or Deputy Fire Chief into either position. Said position(s) shall be filled by first offering each position to fifty (50%) of employees holding the permanent rank of Deputy Fire Chief. Should no such Deputy Fire Chief accept this opportunity, the Department shall offer it to any employee holding the permanent rank of District Fire Chief. In no event shall said positions be filled by an employee below the rank of District Fire Chief.
- B. The Department agrees to backfill by permanent promotion position(s) left vacant by the promotion of a Deputy and/or District Fire Chief into either exempt position indicated above and all vacancies in all descending ranks

within the bargaining units caused by such permanent promotion to the Deputy or District Fire Chief rank shall be filled by permanent promotion or appointment to said rank. Such promotion or appointment shall be made forthwith upon the occurrence of such vacancy. Further, the Department agrees that there shall be a minimum of fourteen (14) filled Deputy Fire Chief uniformed positions in bargaining unit “B”. Any vacancy in such complement of fourteen (14) Deputy Fire Chiefs shall be filled by permanent promotion and any and all vacancies in all descending ranks within the bargaining units caused by such permanent promotion to the Deputy Fire Chief rank shall be filled by permanent promotion or appointment to said rank. Such promotion or appointment shall be made forthwith upon the occurrence of such vacancy.

**Section 27. Health Insurance Opt-Out:**

Effective on the date an award in JLMC Case No. 08-02F becomes binding upon the parties pursuant to Chapter 589 of the Acts of 1987, bargaining unit members declining the City’s health insurance benefit shall be eligible for the City’s Opt-Out insurance benefit pursuant to the City’s health insurance policy. Those bargaining unit members shall receive fifteen hundred dollars (\$1,500) for opting-out of an individual plan or twenty-five hundred dollars (\$2,500) for opting-out of a family plan under the above-mentioned policy.

**Eligibility:**

To participate employees must have been enrolled or be currently enrolled in medical coverage through the City of Boston for a year and have dropped the coverage;

Employees are eligible for the payment if they have coverage under another plan.

Other plans include:

- i. Your spouse’s/partner’s plan (as long as he or she is covered by someone other than the City of Boston, Boston Water and Sewer Commission or the Boston Public Health Commission);
- ii. A private plan;
- iii. A plan offered through a second employer (if you have another job that provides health care benefits); or
- iv. A retiree health plan from an employer other than one of the City of Boston groups.

**Section 28. Civilianization of Maintenance:** Effective December 21, 2009, the Boston Fire Department may immediately implement the civilianization of Maintenance Division, including the motor squad, which will result in the reassignment of ten (10) bargaining-unit members currently holding those positions, notwithstanding any provision of the collective bargaining agreement to the contrary. The parties agree that any and all applicable legal or contractual preconditions have been met. Any disputes relative to the civilianization of motor vehicle maintenance shall not be the subject of grievance or arbitration. The Union shall not institute or support any litigation that in any way prevents delays or challenges the civilianization of motor vehicle maintenance.

**Section 29. Incident Command Technicians:**

1. Effective December 21, 2009, each District and Deputy Chief, while permanently assigned to Fire Suppression, shall designate one (1) Firefighter to serve in the capacity of that Deputy/District Chief's (including any bargaining member filling a temporary vacancy of a Deputy/District Chief) Incident Command Technician. Deputy/District Chiefs shall not be assigned an Incident Command Technician if the Deputy/District Chief is not permanently assigned to Fire Suppression.
2. This section supersedes and replaces the side letter of agreement from Mayor Kevin White to A. Michael Mullane regarding 24 Incident Command Technicians in Appendix G, Page S1. The Incident Command Technicians' stipends listed under Operations Specialist in Article XX Section 7 shall remain in full force and effect.

**ARTICLE XX**  
**Compensation**

**Section 1. (Increase base wages by 3% effective FPP July 2014)**

Effective FPP July 2014, employees shall be compensated pursuant to the following weekly salary schedule:

<b>RANK</b>	<b>1</b>	<b>2</b>	<b>3</b>
Firefighter	1,019.51	1,142.25	1,265.27
Fire Lieutenant			1,556.29
Fire Captain			1,813.11
District Chief			2,112.26
Deputy Chief			2,460.77

<b>POSITION</b>	<b>1</b>	<b>2</b>	<b>3</b>
Fire Alarm Operator	1,019.51	1,142.25	1,265.27
Radio Repairman			
Machinist			
Cable Splicer			
Lineman			
Motor Equipment Operator			
Fire Alarm Batteryman			
Electrical Equipment Repairman			
Senior Fire Alarm Operator			1,556.29
Radio Operator			
Working Foreman Machinist			
Working Foreman Lineman and Cable Splicer			
Inside Wireman			
Inspector of Internal Systems			
Principal Fire Alarm Operator			1,813.11
Foreman of Inside Wiremen			
Foreman of Lineman and Cable Splicer			
General Foreman of Fire Alarm Construction			1,962.65
Radio Supervisor			
Chief Fire Alarm Operator			2,112.26
Assistant Superintendent Fire Alarm Division			
Chemist			
Superintendent of Fire Alarm			2,460.77

**Section 2. Night Differential:**

Effective FPP July 2014, in addition to any other regular or premium compensation to which employees are entitled, all employees shall receive the following night differential to be considered as part of regular weekly compensation for purposes of sick, injured, vacation, overtime, and holiday pay and for purposes of any other authorized leave compensation and for pension contribution computation. The night differential for is computed as nine and five tenths percent (9.5%) of the base weekly compensation in effect as of FPP July 2014 pursuant to the following schedule:

**Effective FPP July 2014**

<b>RANK</b>	<b>1</b>	<b>2</b>	<b>3</b>
Firefighter	97.13	108.79	120.47
Fire Lieutenant			147.85
Fire Captain			172.25
District Chief			200.66
Deputy Chief			233.77

<b>POSITION</b>	<b>1</b>	<b>2</b>	<b>3</b>
Fire Alarm Operator	96.85	108.51	120.20
Radio Repairman			
Machinist			
Cable Splicer			
Lineman			
Motor Equipment Operator			
Fire Alarm Batteryman			
Electrical Equipment Repairman			
Senior Fire Alarm Operator			147.85
Radio Operator			
Working Foreman Machinist			
Working Foreman Lineman and Cable Splicer			
Inside Wireman			
Inspector of Internal Systems			
Principal Fire Alarm Operator			172.25
Foreman of Inside Wiremen			
Foreman of Linemen and Cable Splicers			
General Foreman of Fire Alarm Construction			186.45
Radio Supervisor			
Chief Fire Alarm Operator			200.66
Assistant Superintendent Fire Alarm Division			
Chemist			
Superintendent of Fire Alarm			233.77

NOTE: Employees not regularly scheduled to work night tours of duty receive the equivalent of the foregoing night differential in combined recognition of their comparatively singular work schedule and their availability to work such night tours

**Section 3. Hazardous Duty/Specialist Compensation:**

In addition to any other regular or premium compensation to which employees are entitled, fire suppression force employees shall receive the following hazardous duty compensation and non-fire suppression employees shall receive the following specialist duty compensation. Such hazardous duty/specialist duty compensation shall be considered as part of regular weekly compensation for purposes of overtime and holiday pay and for purposes of sick, injured, vacation, and other authorized leave compensation and for pension contribution computation. The hazardous duty/specialist compensation for each of the respective contract years is computed as seven and three-quarters percent (7.75%) of the base weekly compensation in effect as of FPP July 2014 pursuant to the following schedule:

**Effective FPP July 2014**

<b>RANK</b>	<b>1</b>	<b>2</b>	<b>3</b>
Firefighter	79.24	88.75	98.28
Fire Lieutenant			120.61
Fire Captain			140.52
District Chief			163.70
Deputy Chief			190.71

<b>POSITION</b>	<b>1</b>	<b>2</b>	<b>3</b>
Fire Alarm Operator	79.01	88.52	98.06
Radio Repairman			
Machinist			
Cable Splicer			
Lineman			
Motor Equipment Operator			
Fire Alarm Batteryman			
Electrical Equipment Repairman			
Senior Fire Alarm Operator			120.61
Radio Operator			
Working Foreman Machinist			
Working Foreman Lineman and Cable Splicer			
Inside Wireman			
Inspector of Internal Systems			
Principal Fire Alarm Operator			140.52
Foreman of Inside Wiremen			
Foreman of Linemen and Cable Splicers			
General Foreman of Fire Alarm Construction			152.11



Radio Supervisor

Chief Fire Alarm Operator 163.70  
Assistant Superintendent Fire Alarm Division  
Chemist

Superintendent of Fire Alarm 190.71

**Section 4. Transitional Career Awards Program:**

The weekly benefit schedule of the Transitional Career Awards Program for the duration of this collective bargaining agreement for employees in the rank of the Firefighter or its equivalent is as follows:

<b>Commencing With The Start Of</b>	<b>FPP July 2014</b>
Five (5) Years	289.08
Ten (10) Years	294.82
Fifteen (15) Years	298.66
Twenty (20) Years	302.49
Twenty-five (25) Years	306.32

The equivalents to the Firefighter rank are as follows: Fire Alarm Operator, Radio Repairman, Machinist, Cable Splicer, Lineman, Motor Equipment Operator, Fire Alarm Batteryman, and Electrical Equipment Repairman.

<b>Commencing With The Start Of</b>	<b>FPP July 2014</b>
Five (5) Years	289.03
Ten (10) Years	294.77
Fifteen (15) Years	298.61
Twenty (20) Years	302.44
Twenty-five (25) Years	306.27

The weekly salaries specified in Section 1 for the ranks and position listed hereunder shall continue to be supplemented weekly by the following specified amounts:

<b>Effective FFP July 2014</b>					
<b>RANK</b>	<b>5 Years</b>	<b>10 Years</b>	<b>15 Years</b>	<b>20 Years</b>	<b>25 Years</b>
Fire Lieutenant	289.04	294.78	298.62	302.45	306.28
Fire Captain					
District Chief					
Deputy Chief					

**POSITION**

Senior Fire Alarm Operator  
Radio Operator  
Working Foreman Machinist  
Working Foreman Lineman and Cable Splicer

Inside Wireman  
Inspector of Internal Systems

Principal Fire Alarm Operator  
Foreman of Inside Wiremen  
Foreman of Linemen and Cable Splicers

General Foreman of Fire Alarm Construction  
Radio Supervisor

Chief Fire Alarm Operator  
Assistant Superintendent Fire Alarm Division  
Chemist

Superintendent of Fire Alarm

**Section 1A.** (Increase base wages by 3% effective FPP July 2015)

Effective FPP July 2015, employees shall be compensated pursuant to the following weekly salary schedule:

<b>RANK</b>	<b>1</b>	<b>2</b>	<b>3</b>
Firefighter	1,050.10	1,176.52	1,303.23
Fire Lieutenant			1,602.98
Fire Captain			1,867.50
District Chief			2,175.63
Deputy Chief			2,534.60

<b>POSITION</b>	<b>1</b>	<b>2</b>	<b>3</b>
Fire Alarm Operator	1,050.10	1,176.52	1,303.23
Radio Repairman Machinist Cable Splicer Lineman Motor Equipment Operator Fire Alarm Batteryman			

Electrical Equipment Repairman

Senior Fire Alarm Operator	1,602.98
Radio Operator	
Working Foreman Machinist	
Working Foreman Lineman and Cable Splicer	
Inside Wireman	
Inspector of Internal Systems	
Principal Fire Alarm Operator	1,867.50
Foreman of Inside Wiremen	
Foreman of Lineman and Cable Splicer	
General Foreman of Fire Alarm Construction	2,021.53
Radio Supervisor	
Chief Fire Alarm Operator	2,175.63
Assistant Superintendent Fire Alarm Division	
Chemist	
Superintendent of Fire Alarm	2,534.60

**Section 2A. Night Differential:**

Effective FPP July 2015, in addition to any other regular or premium compensation to which employees are entitled, all employees shall receive the following night differential to be considered as part of regular weekly compensation for purposes of sick, injured, vacation, overtime, and holiday pay and for purposes of any other authorized leave compensation and for pension contribution computation. The night differential for is computed as nine and five tenths percent (9.5%) of the base weekly compensation in effect as of FPP July 2015 pursuant to the following schedule:

**Effective FPP July 2015**

<b>RANK</b>	<b>1</b>	<b>2</b>	<b>3</b>
Firefighter	100.04	112.04	124.08
Fire Lieutenant			152.28
Fire Captain			177.41
District Chief			206.68
Deputy Chief			240.79
<b>POSITION</b>	<b>1</b>	<b>2</b>	<b>3</b>
Fire Alarm Operator	99.76	111.77	123.81

Radio Repairman	
Machinist	
Cable Splicer	
Lineman	
Motor Equipment Operator	
Fire Alarm Batteryman	
Electrical Equipment Repairman	
Senior Fire Alarm Operator	152.28
Radio Operator	
Working Foreman Machinist	
Working Foreman Lineman and Cable Splicer	
Inside Wireman	
Inspector of Internal Systems	
Principal Fire Alarm Operator	177.41
Foreman of Inside Wiremen	
Foreman of Linemen and Cable Splicers	
General Foreman of Fire Alarm Construction	192.05
Radio Supervisor	
Chief Fire Alarm Operator	206.68
Assistant Superintendent Fire Alarm Division	
Chemist	
Superintendent of Fire Alarm	240.79

NOTE: Employees not regularly scheduled to work night tours of duty receive the equivalent of the foregoing night differential in combined recognition of their comparatively singular work schedule and their availability to work such night tours

**Section 3A. Hazardous Duty/Specialist Compensation:**

In addition to any other regular or premium compensation to which employees are entitled, fire suppression force employees shall receive the following hazardous duty compensation and non-fire suppression employees shall receive the following specialist duty compensation. Such hazardous duty/specialist duty compensation shall be considered as part of regular weekly compensation for purposes of overtime and holiday pay and for purposes of sick, injured, vacation, and other authorized leave compensation and for pension contribution computation. The hazardous

duty/specialist compensation for each of the respective contract years is computed as seven and three-quarters percent (7.75%) of the base weekly compensation in effect as of FPP July 2015 pursuant to the following schedule:

**Effective FPP July 2015**

<b>RANK</b>	<b>1</b>	<b>2</b>	<b>3</b>
Firefighter	81.61	91.40	101.22
Fire Lieutenant			124.23
Fire Captain			144.73
District Chief			168.61
Deputy Chief			196.43

<b>POSITION</b>	<b>1</b>	<b>2</b>	<b>3</b>
Fire Alarm Operator	81.39	91.18	101.00
Radio Repairman			
Machinist			
Cable Splicer			
Lineman			
Motor Equipment Operator			
Fire Alarm Batteryman			
Electrical Equipment Repairman			
Senior Fire Alarm Operator			124.23
Radio Operator			
Working Foreman Machinist			
Working Foreman Lineman and Cable Splicer			
Inside Wireman			
Inspector of Internal Systems			
Principal Fire Alarm Operator			144.73
Foreman of Inside Wiremen			
Foreman of Linemen and Cable Splicers			
General Foreman of Fire Alarm Construction			156.67
Radio Supervisor			
Chief Fire Alarm Operator			168.61
Assistant Superintendent Fire Alarm Division			
Chemist			
Superintendent of Fire Alarm			196.43

**Section 4A. Transitional Career Awards Program:**

The weekly benefit schedule of the Transitional Career Awards Program for the duration of this collective bargaining agreement for employees in the rank of the Firefighter or its equivalent is as follows:

<b>Commencing With The Start Of</b>	<b>FPP July 2015</b>
Five (5) Years	304.36
Ten (10) Years	310.10
Fifteen (15) Years	313.94
Twenty (20) Years	317.77
Twenty-five (25) Years	321.60

The equivalents to the Firefighter rank are as follows: Fire Alarm Operator, Radio Repairman, Machinist, Cable Splicer, Lineman, Motor Equipment Operator, Fire Alarm Batteryman, and Electrical Equipment Repairman.

<b>Commencing With The Start Of</b>	<b>FPP July 2015</b>
Five (5) Years	304.31
Ten (10) Years	310.05
Fifteen (15) Years	313.89
Twenty (20) Years	317.72
Twenty-five (25) Years	321.55

The weekly salaries specified in Section 1 for the ranks and position listed hereunder shall continue to be supplemented weekly by the following specified amounts:

<b>Effective FPP July 2015</b>					
<b>RANK</b>	<b>5 Years</b>	<b>10 Years</b>	<b>15 Years</b>	<b>20 Years</b>	<b>25 Years</b>
Fire Lieutenant	304.32	310.06	313.90	317.73	321.56
Fire Captain					
District Chief					
Deputy Chief					

<b>POSITION</b>
Senior Fire Alarm Operator
Radio Operator
Working Foreman Machinist
Working Foreman Lineman and Cable Splicer

Inside Wireman  
 Inspector of Internal Systems  
  
 Principal Fire Alarm Operator  
 Foreman of Inside Wiremen  
 Foreman of Linemen and Cable Splicers  
  
 General Foreman of Fire Alarm Construction  
 Radio Supervisor  
  
 Chief Fire Alarm Operator  
 Assistant Superintendent Fire Alarm Division  
 Chemist  
  
 Superintendent of Fire Alarm

**Section 1B.** (Increase base wages by 2% effective FPP July 2016)

Effective FPP July 2016, employees shall be compensated pursuant to the following weekly salary schedule:

<b>RANK</b>	<b>1</b>	<b>2</b>	<b>3</b>
Firefighter	1,071.10	1,200.05	1,329.29
Fire Lieutenant			1,635.04
Fire Captain			1,904.85
District Chief			2,219.14
Deputy Chief			2,585.29

<b>POSITION</b>	<b>1</b>	<b>2</b>	<b>3</b>
Fire Alarm Operator	1,071.10	1,200.05	1,329.29
Radio Repairman			
Machinist			
Cable Splicer			
Lineman			
Motor Equipment Operator			
Fire Alarm Batteryman			
Electrical Equipment Repairman			
Senior Fire Alarm Operator			1,635.04
Radio Operator			
Working Foreman Machinist			
Working Foreman Lineman and Cable Splicer			
Inside Wireman			
Inspector of Internal Systems			

Principal Fire Alarm Operator	1,904.85
Foreman of Inside Wiremen	
Foreman of Lineman and Cable Splicer	
General Foreman of Fire Alarm Construction	2,061.96
Radio Supervisor	
Chief Fire Alarm Operator	2,219.14
Assistant Superintendent Fire Alarm Division	
Chemist	
Superintendent of Fire Alarm	2,585.29

**Section 2B. Night Differential:**

Effective FPP July 2016, in addition to any other regular or premium compensation to which employees are entitled, all employees shall receive the following night differential to be considered as part of regular weekly compensation for purposes of sick, injured, vacation, overtime, and holiday pay and for purposes of any other authorized leave compensation and for pension contribution computation. The night differential for is computed as nine and five tenths percent (9.5%) of the base weekly compensation in effect as of FPP July 2016 pursuant to the following schedule:

**Effective FPP July 2016**

<b>RANK</b>	<b>1</b>	<b>2</b>	<b>3</b>
Firefighter	102.03	114.28	126.56
Fire Lieutenant			155.33
Fire Captain			180.96
District Chief			210.82
Deputy Chief			245.60

<b>POSITION</b>	<b>1</b>	<b>2</b>	<b>3</b>
Fire Alarm Operator	101.76	114.00	126.28
Radio Repairman			
Machinist			
Cable Splicer			
Lineman			
Motor Equipment Operator			
Fire Alarm Batteryman			



Electrical Equipment Repairman

Senior Fire Alarm Operator	155.33
Radio Operator	
Working Foreman Machinist	
Working Foreman Lineman and Cable Splicer	
Inside Wireman	
Inspector of Internal Systems	
Principal Fire Alarm Operator	180.96
Foreman of Inside Wiremen	
Foreman of Linemen and Cable Splicers	
General Foreman of Fire Alarm Construction	195.89
Radio Supervisor	
Chief Fire Alarm Operator	210.82
Assistant Superintendent Fire Alarm Division	
Chemist	
Superintendent of Fire Alarm	245.60

NOTE: Employees not regularly scheduled to work night tours of duty receive the equivalent of the foregoing night differential in combined recognition of their comparatively singular work schedule and their availability to work such night tours

**Section 3B. Hazardous Duty/Specialist Compensation:**

In addition to any other regular or premium compensation to which employees are entitled, fire suppression force employees shall receive the following hazardous duty compensation and non-fire suppression employees shall receive the following specialist duty compensation. Such hazardous duty/specialist duty compensation shall be considered as part of regular weekly compensation for purposes of overtime and holiday pay and for purposes of sick, injured, vacation, and other authorized leave compensation and for pension contribution computation. The hazardous duty/specialist compensation for each of the respective contract years is computed as seven and three-quarters percent (7.75%) of the base weekly compensation in effect as of FPP July 2016 pursuant to the following schedule:

**Effective FPP July 2016**

<b>RANK</b>	<b>1</b>	<b>2</b>	<b>3</b>
Firefighter	83.24	93.23	103.24

Fire Lieutenant	126.72
Fire Captain	147.63
District Chief	171.98
Deputy Chief	200.36

<b>POSITION</b>	<b>1</b>	<b>2</b>	<b>3</b>
Fire Alarm Operator	83.01	93.00	103.02
Radio Repairman			
Machinist			
Cable Splicer			
Lineman			
Motor Equipment Operator			
Fire Alarm Batteryman			
Electrical Equipment Repairman			
Senior Fire Alarm Operator			126.72
Radio Operator			
Working Foreman Machinist			
Working Foreman Lineman and Cable Splicer			
Inside Wireman			
Inspector of Internal Systems			
Principal Fire Alarm Operator			147.63
Foreman of Inside Wiremen			
Foreman of Linemen and Cable Splicers			
General Foreman of Fire Alarm Construction			159.80
Radio Supervisor			
Chief Fire Alarm Operator			171.98
Assistant Superintendent Fire Alarm Division			
Chemist			
Superintendent of Fire Alarm			200.36

**Section 4B. Transitional Career Awards Program:**

The weekly benefit schedule of the Transitional Career Awards Program for the duration of this collective bargaining agreement for employees in the rank of the Firefighter or its equivalent is as follows:

<b>Commencing With The Start Of</b>	<b>FPP July 2016</b>
Five (5) Years	319.95

Ten (10) Years	325.69
Fifteen (15) Years	329.53
Twenty (20) Years	333.36
Twenty-five (25) Years	337.19

The equivalents to the Firefighter rank are as follows: Fire Alarm Operator, Radio Repairman, Machinist, Cable Splicer, Lineman, Motor Equipment Operator, Fire Alarm Batteryman, and Electrical Equipment Repairman.

<b>Commencing With The Start Of</b>	<b>FPP July 2016</b>
Five (5) Years	319.90
Ten (10) Years	325.64
Fifteen (15) Years	329.48
Twenty (20) Years	333.31
Twenty-five (25) Years	337.14

The weekly salaries specified in Section 1 for the ranks and position listed hereunder shall continue to be supplemented weekly by the following specified amounts:

**Effective FPP July 2016**

<b>RANK</b>	<b>5 Years</b>	<b>10 Years</b>	<b>15 Years</b>	<b>20 Years</b>	<b>25 Years</b>
Fire Lieutenant	319.91	325.65	329.49	333.32	337.15
Fire Captain					
District Chief					
Deputy Chief					

**POSITION**

- Senior Fire Alarm Operator
- Radio Operator
- Working Foreman Machinist
- Working Foreman Lineman and Cable Splicer
- Inside Wireman
- Inspector of Internal Systems
  
- Principal Fire Alarm Operator
- Foreman of Inside Wiremen
- Foreman of Linemen and Cable Splicers
  
- General Foreman of Fire Alarm Construction
- Radio Supervisor

Chief Fire Alarm Operator  
 Assistant Superintendent Fire Alarm Division  
 Chemist

Superintendent of Fire Alarm

**Section 5.** Payments under Sections 4 to 4B of this Article shall be made weekly, shall be included in base pay for the purpose of computing overtime, sick pay, injured pay, holiday pay, vacation pay, and shall be considered regular compensation for pension and retirement purposes to the extent permitted by law.

**Section 6.** Effective July 1, 1987, all of the foregoing components of compensation for employees in officer ranks or their equivalent in Units A and B are negotiated and agreed to on the basis of the following percentage differential between ranks:

Lieutenant above Firefighter	23.0%
Captain above Lieutenant	16.5%
District Chief above Captain	16.5%
Deputy Chief above District Chief	16.5%

**Section 7.** Effective upon execution of the Agreement by the Mayor the following bargaining unit specialist premium rates shall apply:

**HEADQUARTERS SPECIALIST**

Deputy Fire Chief Admin .....	14,000.00
Executive Assistant Commissioner .....	14,000.00
District Fire Chief Admin .....	12,000.00
Public Information Officer .....	12,000.00
Fire Captain Admin .....	10,000.00
Fire Lieutenant Admin .....	8,000.00
Asst. Public Information Officer .....	8,000.00
Fire Fighter EMS Coordinator .....	8,000.00
Fire Fighter EMS Instructor .....	8,000.00
Fire Fighter Training Instructor .....	8,000.00
Mask Repair Specialist .....	8,000.00
EAP Coordinator .....	8,000.00
Fire Fighter FPD Inspector Level 2 Certification .....	6,000.00
Fire Alarm Operations Training Officer .....	6,000.00

Fire Fighter Paid Detail Office .....	6,000.00
Fire Fighter Constituent Liaison Officer .....	6,000.00
Fire Fighter LEPC Title 3 Inspector .....	6,000.00
Fire Fighter Procurement Officer .....	6,000.00
Fire Fighter FPD Plans Examination Unit .....	6,000.00
Fire Fighter FIU Major Case Investigator .....	6,000.00
Fire Fighter Auto Arson Unit .....	6,000.00
Fire Fighter SOC Best Team.....	6,000.00
Fire Fighter SOC Equipment & Logistics Manager .....	6,000.00
Fire Fighter Computer Training Specialist .....	6,000.00
Fire Fighter NFIRS Program Manager .....	6,000.00
Fire Fighter FPD Night Division Inspector .....	6,000.00
Fire Fighter FOD Special Hazards Inspector Fire .....	6,000.00
Fire Fighter FPD Place of Assembly Inspector .....	6,000.00
Fire Fighter Special Projects Inspector .....	6,000.00
EAP Counselor.....	6,000.00
Fire Fighter FPD Inspector Level 1 Certification.....	4,000.00
Fire Fighter Female FF Liaison Officer.....	4,000.00
Fire Fighter Liaison to Retirement Board.....	4,000.00
Fire Fighter Juvenile F5 Program .....	4,000.00
FIU Armorer .....	4,000.00
FIU Supervisor Photo Unit .....	4,000.00
FIU Digital Lab Supervisor .....	4,000.00

**OPERATIONS SPECIALIST**

Dive Master.....	3,500.00
Scuba Diver.....	2,000.00
Incident Command Technician to Fire Commissioner.....	1,500.00
Incident Command Technician to Deputy Fire Chief.....	1,000.00
Incident Command Technician to District Fire Chief .....	500.00
Assistant Dive Master .....	2,500.00
Assistant Engineer of Motor Apparatus.....	Salary of Captain
Asst. Superintendent of Maintenance.....	Salary of District Chief
Master of Fire Boats.....	Salary of Lieutenant
Motor Apparatus Engineer.....	Salary of Captain plus 7.5%
Superintendent of Maintenance.....	Salary of Deputy Chief
Engineer in Charge of Motor Squad .....	1,000.00
FF Inspector of Apparatus .....	5,696.06

A. Unit employees assigned as marine pilots who have obtained their license will be compensated at the rate of rank next highest to their permanent rank.

- B. Unit employees assigned as acting marine pilots who have obtained their license will be compensated at the rate of the rank next highest to their permanent rank.
- C. The unit employee assigned as Motor Squad Supervisor will receive, in addition to the compensation of his permanent rank, the weekly amount of one hundred dollars (\$100.00), to be considered as part of the employee's base for all direct and fringe benefit compensation and retirement purposes.
- D. The unit employee assigned as Motor Squad Technician will receive, in addition to the compensation of his permanent rank, the weekly amount of sixty-one dollars and twenty-three (\$61.23), to be considered as part of the employee's base for all direct and fringe benefit compensation and retirement purposes.
- E. The unit employee occupying the position of Chemist will be compensated, effective January 1, 1985, at the rate of the District Fire Chief rank compensation level for all direct and fringe benefit compensation and for retirement purposes. The staffing of the Chemist position will be subject to General Laws Chapter 31.
- F. Upon each occasion of being called in from off duty status, unit employees assigned to the Scuba Team will receive a four (4) hour call back minimum compensation guarantee.
- G. Unit employees assigned as marine engineers or acting marine engineers who have obtained their license will receive, in addition to the compensation of his/her permanent rank, the weekly amount of sixty-one dollars and twenty-three cents (\$61.23), to be considered as part of the employee's base for all direct and fringe benefit compensation and retirement purposes. Unit employees assigned as acting marine engineers will receive, while attending school to obtain a license, in addition to the compensation of his/her permanent rank, the weekly amount of sixty-one dollars and twenty-three cents (\$61.23), to be considered as part of the employee's base for all direct and fringe benefit compensation and retirement purposes.

**Section 8.** The City shall establish an Out-of-Station Detail Stipend in which all sworn uniformed employees in the Firefighter rank only shall receive one hundred and fifty dollars (\$150.00) annually, to be paid in a lump sum in the same manner and time frame as the uniform allowance. It shall be included in the Firefighters base pay for all purposes.

**Section 9.** Special Operations Division: Hazardous Materials/Technical Rescue

Effective June 30, 2010, all employees assigned to those fire companies which by virtue of comparatively more sophisticated training and more frequent responses

concentrate upon hazardous materials and technical rescue public safety activity [five (5) companies concentrating on hazardous materials response and seven (7) companies concentrating on technical rescue response], the field District Chief and Incident Command Technicians [whose duties include supervision of such companies], and Headquarters assigned officers and Firefighters whose duties include oversight, training, and support services for such field companies, shall receive a base compensation stipend annually of \$500.00 (for the Technician level) and \$1000.00 (for the Advanced Technician level).

This stipend shall be considered as part of the regular weekly base compensation of covered employees for purposes of computing night differential, hazardous duty pay, overtime pay, holiday pay, sick, injured, vacation and other authorized leave compensation, and for pension contribution compensation.

Effective January 1, 2015:

For Technicians: Convert the \$500 yearly stipend to three percent (3%) of the weekly compensation of a Firefighter in the third (3<sup>rd</sup>) year of service.

For Specialists: Convert the \$1000 yearly stipend to four percent (4%) of the weekly compensation of a Firefighter in the third (3<sup>rd</sup>) year of service.

Safety Chiefs and their Incident Command Technicians who are certified in either (but not both) Hazardous Materials or Technical Rescue shall be eligible for only the Technician's payment in accordance with this Section. Safety Chiefs and their Incident Command Technicians who are certified in both Hazardous Materials and Technical Rescue shall be eligible for only the Specialist payment in accordance with this Section.

Payments under this Article shall be made weekly, shall be included in base pay for the purpose of computing overtime, sick pay, injured pay, holiday pay, vacation pay, and shall be considered compensation for pension and retirement purposes to the extent permitted by law. Additionally, employees shall only be entitled to payments under this Article while assigned to a SOC Company or to a Headquarters SOC Division.

**Section 10. Wellness Differential:** All members of the bargaining units hired after June 30, 2011, shall be eligible for a 1.5% base wage increase, applicable to all base compensation elements as provided in all sections of Article XX and to such other compensation elements calculated on or reflecting base compensation, including, but not limited to, holiday and overtime compensation, and sick, injured, vacation and all other authorized leave compensation, and pension contribution and

benefit calculations, to be called “Wellness Differential”, provided: (i) they take an annual physical examination administered by their medical provider and including the content of Appendix F to the extent such is covered by the employee’s health insurance, subject to verification solely as to the member having undergone the examination, but not of the results, findings or of any other details of said examination; and (ii) if required by the Department, they pass an annual Physical Abilities Test (“PAT”) pursuant to standards and procedures promulgated by the Massachusetts Human Resources Division for post-hire Firefighters. Said PAT shall be administered during regular work time.

**Section 11. EMT Stipend:** Effective June 30, 2017, all EMT certified members shall receive two percent (2%) of the weekly compensation of a Firefighter in the third (3<sup>rd</sup>) year of service. This payment will be made weekly and become part of base pay for the purpose of computing overtime, sick pay, injured leave pay, holiday pay, vacation pay, and shall be considered regular compensation for pension and retirement purposes. Employees shall no longer be entitled to any other benefit or compensation for obtaining EMT certification. Without limitation, members shall no longer be eligible for the payment of thirty-seven and one half (37.5) hours of overtime every two (2) years, as was the former practice.

**Section 12.** In the event that a higher across the board wage increase is negotiated with any other City bargaining unit for FY17, the parties agree that this collective bargaining agreement may be reopened for further negotiations on the issue of wages. For purposes of this paragraph the definition of “any City bargaining unit” shall not include any bargaining unit in the Boston Water and Sewer Commission and the Boston Housing Authority. To exercise such reopener, IAFF Local 718 shall file a written demand to reopen with the Director of Labor Relations for the City of Boston within ninety (90) calendar days from the date the City funds the collective bargaining agreement for the applicable fiscal year(s) for “any City bargaining unit.”

## **ARTICLE XXI** **Drug and Alcohol Random Testing**

Effective on the date the Panel’s Award in JLMC Case No. 08-02F becomes binding upon the parties, pursuant to Chapter 589 of the Acts of 1987, but no sooner than July 1, 2010, the “Boston Fire Department/IAFF Local 718 Drug and Alcohol Free Workplace Policy”, incorporated by reference herein and appended hereto as “Appendix E” shall become part of the Agreement between the Parties and shall be implemented for members of the bargaining unit(s) covered by this Agreement.



**ARTICLE XXII**  
**Duration of Agreement**

This Agreement shall be effective July 1, 2014, unless otherwise indicated, and shall continue in force, pursuant to its terms, through June 30, 2017.

Either party shall notify the other of its proposals for an Agreement to become effective on the termination of this Agreement and the parties shall proceed forthwith to negotiate with respect thereto. Notification by the City shall be accomplished by delivering three copies of its proposals to the President of Local 718. Notification by Local 718 shall be accomplished by delivering three copies of its proposals to the Office of Labor Relations.

The provisions of this Agreement will remain in full force and effect until a successor contract is executed and implemented according to its terms.

**APPENDIX A**  
*Vacation Periods*

<u>Vacation Periods</u>	<b>08</b>	<b>09</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>
<b><u>D</u></b>										
FEB 10-FEB 23	10	3	6	5	8	9	7	2	4	1
FEB 26-MAR 10	4	1	10	3	6	5	8	9	7	2
MAR 13-MAR 26	7	2	4	1	10	3	6	5	8	9
MAR 29-APR 11	5	10	9	6	2	8	1	7	3	4
APR 14- APR 27	3	4	5	10	9	6	2	8	1	7
<b><u>B</u></b>										
APR 30-MAY 13	1	7	3	4	5	10	9	6	2	8
MAY 16- MAY 29	2	8	1	7	3	4	5	10	9	6
JUN 1- JUN 14	9	6	2	8	1	7	3	4	5	10
<b><u>A</u></b>										
JUN 17- JUN 30	8	9	7	2	4	1	10	3	6	5
JUL 3- JUL 16	6	5	8	9	7	2	4	1	10	3
JUL 19- AUG 1	10	3	6	5	8	9	7	2	4	1
AUG 4-AUG 17	4	1	10	3	6	5	8	9	7	2
AUG 20-SEP 2	7	2	4	1	10	3	6	5	8	9
<b><u>C</u></b>										
SEP 5-SEP 18	5	10	9	6	2	8	1	7	3	4
SEP 21- OCT 4	3	4	5	10	9	6	2	8	1	7
<b><u>E</u></b>										
OCT 7-OCT 20	1	7	3	4	5	10	9	6	2	8
OCT 23-NOV 5	2	8	1	7	3	4	5	10	9	6
NOV 8-NOV 21	9	6	2	8	1	7	3	4	5	10
NOV 24-DEC 7	8	9	7	2	4	1	10	3	6	5
DEC 10-DEC 23	6	5	8	9	7	2	4	1	10	3

**APPENDIX B**  
*Grievance Form*

**BOSTON FIREFIGHTERS LOCAL 718, IAFF, AFL-CIO, CLC  
GRIEVANCE FORM**

DATE \_\_\_\_\_

GRIEVANT NAME/CLASS \_\_\_\_\_ UNIT \_\_\_\_\_

NATURE OF GRIEVANCE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SUBMITTED

SIGNATURE: \_\_\_\_\_ PRESIDENT, LOCAL 718

Type or Print: \_\_\_\_\_

---

STEP 1/2

RESPONSE OF CHIEF:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SETTLED/UNSETTLED      DATE \_\_\_\_\_      CHIEF \_\_\_\_\_

RESPONSE OF COMMISSIONER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SETTLED/UNSETTLED      DATE \_\_\_\_\_      COMMISSIONER \_\_\_\_\_

---

SUBMITTED TO STEP 3      DATE \_\_\_\_\_      HEARING DATE \_\_\_\_\_

RESPONSE RECEIVED FROM LABOR RELATIONS      DATE \_\_\_\_\_

SETTLED/UNSETTLED

---

SETTLED \_\_\_\_\_ DATE \_\_\_\_\_ APPEALED TO ARBITRATION DATE \_\_\_\_\_  
LOCAL 718

**APPENDIX C**  
***Medical Release***

I hereby authorize the release of any and all medical records relation to the subject injury occurring on or about \_\_\_\_\_ to the Department Medical Examiner (or his/her physician designee) and/or an independent medical examiner (IME) as designated pursuant to PART C, Section C (3) of Article XVII, Section 20 of the collective bargaining agreement between the City of Boston and Local 718. This includes access to office notes, reports of physical examinations or consultations, interpretations of the results of any and all laboratory, operative or diagnostic procedures, diagnosis and current treatment, and any other pertinent information relating to the subject injury. Any entries on such notes, reports, laboratory, operative or diagnostic reports or any other documents not related to the subject injury shall be redacted prior to the release of such information. This release shall remain valid for as long as I receive Injury Leave/Indemnification benefits for this injury and/or payment of the related medical expenses.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

**APPENDIX D**  
***Officer Rank-for-Rank Vacation Coverage***

**General**

Effective January 1, 2015: Officers' Absence/Vacancy Coverage Eight (8) Rank for Rank Overtime Tours will be changed from Injured/Sick Coverage to Vacation Coverage. These overtime tours cannot occur during the "D" Vacation Period and the non-scheduled vacation period.

The term "Company Officers" shall refer to both Fire Captains and Fire Lieutenants of any specific company and the equivalent ranks of the Fire Alarm Division (Senior and Principal Operators etc.)

For the purposes of this section, "seniority" is computed as time in rank from date of promotion or appointment for each of the permanent positions listed therein. The provisions of Article IX (B) shall apply to the rank equivalents of the Fire Alarm Division.

The eight-tour R4R (rank for rank) overtime policy is in addition to any existing overtime opportunities. Overtime opportunities resulting from taking of personal leave, or death leave, or injured leave will remain consistent with Article XIX, Section 9 (E) Officer Rank or Equivalent Overtime Opportunities for all ranks and equivalent FAO ranks.

The eight-tour R4R overtime policy will exist within your assigned unit only. If there is no officer available on the company to work the overtime, the senior Firefighter on the group will cover the position and be paid as a Fire Lieutenant.

The eight tour R4R overtime coverage policy is offered annually. Members may receive up to eight overtime opportunities per year for vacation coverage. There is no carry-over of overtime opportunities from year to year. An officer's eight tour R4R overtime opportunities are cumulative regardless of assignment. The eight tour R4R opportunities are exclusive of Unit B minimum manning R4R opportunities.

Officers working R4R will be paid at the overtime rate (time and one-half) in their permanent rank (not the rate of the position covered). Members working out of grade by seniority are not eligible for overtime opportunities in that higher grade. They will remain eligible for overtime opportunities in their permanent grade.

If a member is offered an overtime opportunity, in turn, and refused the opportunity, the other eligible members will be contacted. If the other eligible members cannot work said overtime the initial (in turn) member would be contacted a second time. Upon the second refusal the in turn member will be charged an overtime opportunity.

### **Minimum Manning for Chief Officers**

There shall be at least one (1) permanent (in grade) Deputy Fire Chief on duty, citywide, on all tours of duty. On duty Pool Officers will be considered as permanent (in grade). If this condition is not met, a Deputy Chief will be hired on overtime.

There shall be at least six (6) permanent (in grade) District Fire Chiefs on duty, citywide, on all tours of duty. On duty Pool Officers will be considered as permanent (in grade). If this condition is not met District Fire Chiefs will be hired on overtime until there are six (6) on duty.

### **Officers' Pool**

Pool Flexibility: The Department shall have flexibility in the number of officers maintained above the annual table of organization number (Article XIX, Section 19).

The Officers' Pool will operate as its own company for all overtime opportunities unless a Pool Officer has been assigned to a vacancy for more than fourteen (14) days. Said Pool Officer then becomes part of that company or assignment for overtime opportunities until it is terminated.

Pool Officers shall generally be assigned to those companies that have generated the highest number of R4R overtime usage.

**APPENDIX E**  
***Drug and Alcohol Policy***

This Policy shall supersede any conflicting policies or practices within the Fire Department but shall be construed and applied in a manner consistent with the Collective Bargaining Agreement, specifically including Article XIX, § 21 and Article XVI.

**BOSTON FIRE DEPARTMENT / IAFF Local 718**  
**DRUG AND ALCOHOL FREE**  
**WORKPLACE POLICY**

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## I. INTRODUCTION

- 1.1 The Boston Fire Department and the Boston Firefighters Local 718 recognize that illegal drug use and abuse/misuse of alcohol by Members of this Department pose a threat to the public welfare and to the employees of the Department. Thus, the Department will take the necessary steps, including drug and alcohol testing, to maintain a drug/alcohol free workplace. The goal of this policy is to detect and prevent illegal drug use, controlled substances and alcohol misuse and abuse and to assist in the rehabilitation of Members whenever possible. The following procedures provide the Department with reasonable measures to ensure drug and alcohol use does not jeopardize the public or the Department's ability to serve its citizens.

## II. EDUCATION

- 2.1 The Department will continue an educational program that addresses all current related substance issues. This educational program will be scheduled at sufficient intervals to ensure that not only are the goals of this Policy met, but that all Members are familiar with the issues, problems and current trends concerning contemporary substance abuse.

## III. EMPLOYEE ASSISTANCE PROGRAM

The Boston Fire Department and the Boston Fire Union Local 718 maintain an Employee Assistance Program (EAP) which is available twenty-four (24) hours a day, seven (7) days a week. This program is for the benefit of all Members. Voluntary participation, which is participation because a Member believes he or she may benefit by attending meetings at the EAP, is confidential and is optional for the Member.

## IV. CONFIDENTIALITY

- 4.1 The Department shall advise all participants in the collection, testing, and reporting process of their responsibility to protect Member privacy and to maintain the confidentiality of all drug and alcohol test results. The Department shall maintain all correspondence, notes, reports, testing records and other documents pertaining to substance abuse testing in a locked, secure location, and limit access to those records to those with a need to know.
- 4.2 Except as required by law, all information concerning a Member's drug and alcohol tests shall remain confidential for all purposes other than determining and defending disciplinary action.
- 4.3 With the exception of determining and defending disciplinary action or as required by law, all Department personnel shall maintain Member privacy and confidentiality concerning all alcohol and drug test results.
- 4.4 Any Department personnel with access to information about the identity of Members selected for testing and the designated test date and time shall maintain the confidentiality of that information, to avoid any advance notice to the selected Members.
- 4.5 Notwithstanding the foregoing, upon request by the Member or the Member's union representative with written authorization from the Member, the Department shall provide copies of all laboratory reports, tests results, forensic opinions, laboratory work sheets, procedure sheets, and/or laboratory procedures.

## V. DEFINITIONS

- 5.1 Controlled Substance - any drug included in Schedules I through V, as defined by



Section 802(6) of Title 21 of the United States Code (21 USC 802(6)), the possession of which is unlawful under Chapter 13 of that title, or any drug included within the definition of "Controlled substance" in Chapter 94C of the Massachusetts General Laws (for example, but not limited to: cocaine, marijuana, valium, morphine, anabolic steroids). The term does not include the use of prescribed drugs, which have been legally obtained and are being used by the individual for whom they were prescribed in accordance with the prescription and for the purpose for which they were prescribed.

- 5.2 Illegally-Used or Improperly Used Drugs - any prescribed drug which is legally obtainable but has not been legally obtained or is not being used as originally prescribed, all designer drugs not listed in the Controlled Substances Act (for example, but not limited to: MDA, fentanyl), and any other over-the-counter or non-drug substances (for example, but not limited to: airplane glue) being used for other than their intended purpose.
- 5.3 Alcohol - colorless, volatile and flammable liquid that is the intoxicating agent in fermented and distilled liquors. It includes, but is not limited to, beer, wine and liquor. It does not include alcohol used in chemical processing, cleaning or testing.
- 5.4 Department Property - includes buildings, offices, facilities, equipment, vehicles, land, and parking lots owned, loaned, utilized or leased by the Department. It also includes any other site at which business of the Department is transacted whether on or away from Department owned, loaned, or leased property.
- 5.5 Motor Vehicle Collision - an unplanned, unexpected and unintended vehicle collision involving fire apparatus or any Department owned vehicle which a) occurs on Department property, on Department business, or during working hours, and b) initially appears to have been caused wholly or partially by a member, and c) causes a fatality, personal injury requiring medical treatment away from the scene or damage to property in excess of \$2,500. [Necessary and authorized "squeeze-through operations" are exempt from the property damage definition].
- 5.6 Drug Paraphernalia - any item that is clearly intended for use for the administering, transferring, manufacturing, testing or storing of a controlled substance.
- 5.7 Reasonable Suspicion of Drug and/or Alcohol Use – the reasonable suspicion standard for drug testing of Members is based upon a specific objective fact(s) and reasonable inferences drawn from that fact(s) in light of experience that the individual may be involved in the use of any illegally-used drug, controlled substance, or alcohol. Examples may include one or more of the following:
  - (a) Observable phenomena, such as direct observation of on-duty alcohol use or possession and/or direct observation of on-duty or off-duty alcohol use or possession of a controlled substance or illegally-used drug, and/or the on-duty display of behaviors which appear to be indicative of the use of any illegally-used drug, controlled substance, or alcohol and are not attributable to other factors;
  - (b) a pattern of abnormal conduct, erratic behavior or deteriorating work performance, including but not limited to, extended or patterned sick leave use, excessive tardiness, or frequent accidents, not attributable to other factors and which appears to be related to drug and/or alcohol abuse;
  - (c) arrest, indictment, or conviction for a drug or alcohol related offense;
  - (d) newly discovered evidence that the Member has tampered with a prior

drug/alcohol test;

- (e) repeated or flagrant violations of the Department's Rules and Regulations which are determined by a supervisor to pose a substantial risk of injury or property damage and which are not attributable to other factors and appear to be related to drug and/or alcohol abuse;

The above examples are not all inclusive and are intended to be illustrative.

- 5.8 The indicators of being affected by a drug or by alcohol are not confined to those consistent with misbehavior, or to obvious impairment of physical or mental ability, such as slurred speech or difficulty in maintaining balance. Although reasonable suspicion does not require certainty, mere "hunches" are not sufficient to meet this standard.
- 5.9 Under the Influence of an Unauthorized Controlled Substance, Illegally-used Drug and/or Alcohol - The presence of a .04 alcohol content or greater, or a verified positive drug test, at levels specified by the Substance Abuse and Mental Health Services Administration (SAMHSA), for an unauthorized controlled substance or an illegally-used drug.
- 5.10 Medical Review Officer (MRO) - The Department's Medical Examiner, or his properly certified designee, shall serve as the Medical Review Officer under this policy.
- 5.11 Member – Any and all Individuals represented by the Boston Fire Fighters Local 718 International Association of Fire Fighters.
- 5.12 The Contractor(s) - A third party contractor(s) that is responsible for administering the Fire Department Alcohol and Drug Testing Program, or any portion thereof. Duties of a contractor may include randomly selecting the Testing groups, collecting specimen at testing sites or other collection locations designated by the Department, storing specimens, and/or performing testing of specimens.
- 5.13 SAMHSA -The Substance Abuse and Mental Health Services Administration

#### VI. AUTHORIZED USE OF PRESCRIPTION MEDICINE

- 6.1 Members undergoing prescribed medical treatment with any drug must inquire of their medical provider whether such drug can potentially affect the member's ability to perform the job safely. If advised that such drug can potentially affect the member's ability to perform the job safely, or if the medical provider is uncertain about the drug's potential impact on the member's ability to perform the job safely, the member must immediately report the drug prescribed to the Fire Department's Medical Office and a determination will be made as to the Member's ability to perform his duty.

#### VII. PROHIBITED CONDUCT

The following conduct by Members is prohibited:

- 7.1 Unauthorized use, possession, manufacture, distribution, dispensation or sale of a controlled substance, illegally-used drug, drug paraphernalia, or alcohol on Department property, on Department business, in Department supplied vehicles, or vehicles being used for Department purposes, or during working hours;
- 7.2 Use of alcohol at any time while in the Department Uniform, except for special events for which the Chief of the Department has designated an exemption to this rule;

- 7.3 **Unauthorized storage** in a desk, locker, or other repository on Department property of any illegally-used drug, controlled substance, drug paraphernalia, or alcohol;
- 7.4 Possession of any illegally-used drug, controlled substance, drug paraphernalia, or an open container of alcohol in a vehicle used by a Member when such vehicle is located on Department property;
- 7.5 Being under the influence of an unauthorized controlled substance, illegally-used drug or alcohol on Department property, on Department business, in Department supplied vehicles or vehicles being used for Department business or during working hours;
- 7.6 Possession, use, manufacture, distribution, dispensation or sale of illegally-used drugs or controlled substances while off duty;
- 7.7 Intentionally diluting a urine or breath sample;
- 7.8 Refusing consent to testing or refusing to submit a breath or urine sample for testing;
- 7.9 Failing to adhere to the terms of the Boston Fire Department Rehabilitation Agreement appended hereto which the Member has signed;
- 7.10 Arrest or conviction under any drug or alcohol statute;
- 7.11 Failure to immediately notify the Department of any arrest or conviction under any drug or alcohol statute;
- 7.12 Failure to comply with Section 6.1.
- 7.13 Refusing to sign a) a receipt for the Department's Substance Abuse Policy, b) the Consent and Release Form, c) the Chain of Custody Form, or d) the Boston Fire Department Rehabilitation Agreement appended hereto.

## VIII. REHABILITATION

- 8.1 **Rehabilitation Program** - A Member may be directed to participate in a mandatory rehabilitation program by the Commissioner, the Department's Medical Examiner, or the Department's EAP Coordinator. Members may also self-refer to the Rehabilitation program. This section applies to both circumstances. Members who enter an inpatient drug or alcohol rehabilitation program must sign the Boston Fire Department Rehabilitation Agreement appended hereto. The member will be required to attend meetings of the EAP sponsored by the Boston Fire Department and Local 718 and will be required to follow the directives established by the Coordinator of this Program for a period of one (1) year following the date of his entrance into the Rehabilitation Program. Members who are participating in the Rehabilitation Program may be tested for the presence of drugs or alcohol at any time while enrolled in the program. Additionally, the Department Medical Examiner may require that a Member complete a medical evaluation during this rehabilitation period.
- 8.2 If a member cannot make a meeting for emergency reasons only, he or she must call in by telephone (773-5529 or 343-3784). If a Member attends any rehabilitation meetings other than those at the EAP quarters, the Member must get prior written approval from the EAP program coordinator. The Member must catalog all substance abuse meetings that he attended, including the name of the group conducting the meeting and the meeting place. The Member shall provide such information to the EAP Program

Coordinator.

- 8.3 Leave of Absence - As part of a rehabilitation program, the Department may grant a Member a leave of absence for the purpose of participating in a rehabilitation program that has been approved by the Boston Fire Department's EAP Coordinator. The Member shall authorize his treatment provider to communicate with the EAP Coordinator for the purpose of confirming that the Member is participating in the program and has adhered to all of the program's requirements. The member will be responsible for any costs associated with his rehabilitation program that are not covered by his health insurance provider. The Member will be allowed to use his available leave balances in order to receive pay during this leave of absence. In the event that the Member does not have sufficient leave then he will be placed on unpaid leave of absence. Prior to the Member's return to the Department, the Member must submit to Department administered drug and alcohol testing, and test negative for drugs and alcohol in accordance with the standards in this Policy. Additionally, the Member must be cleared to return to duty by the Department's Medical Examiner.

## IX. TYPES OF TESTING

- 9.1 Drug tests will consist of determinations of the presence of controlled substances, illegally used drugs and alcohol as defined in Section II. Members of the Boston Fire Department will be tested for drugs and/or alcohol under the following circumstances:
- (a) Random Testing – In a joint desire to achieve and maintain a work force that is 100% drug and alcohol free and in further recognition that the Department has not yet achieved such goal, the Parties agree that the Department will implement and maintain a random drug and alcohol testing program. This program will include urinalysis and breath alcohol testing.
  - (b) Reasonable Suspicion of Drug/or Alcohol Use – A Member will be tested for drugs and/or alcohol when a supervisor makes a determination based on reasonable suspicion. Referrals for reasonable suspicion testing will be made using the procedures set forth in XI, 11.1.
  - (c) Medical Clinical Observation – A Member will be tested for drugs and/or alcohol when the Department's Medical Examiner makes a determination, based on his direct observation, that the Member may be under the influence of alcohol or drugs in violation of this policy.
  - (d) Follow-up Testing – Any Member who has tested positive for alcohol or drugs in violation of this policy will be subject to unannounced follow-up testing for thirty-six months following the date of return to duty.
  - (e) Probation Period Testing – All Probationary personnel are subject to drug and alcohol testing during their probation period without prior warning and at random intervals. Members who test positive for drugs or alcohol during their probationary period will be subject to termination.
  - (f) Condition of Permanent Promotion/Appointment – Members who are offered and accept a promotion/appointment to the permanent positions of Lieutenant, Captain, District Chief and Deputy Chief in the uniform division of the Department, or to the positions of Senior Fire Alarm Operator, Principal Fire Alarm Operator, Assistant Superintendent of Fire Alarm and Superintendent of

Fire Alarm in the Fire Alarm division of the Department will be required to submit to alcohol and drug testing. A negative test result shall be a condition of such promotion. An employee can decline to be tested and, upon an employee's exercising such option, the employee shall forego the promotion in issue; however, such employee shall not be regarded as having refused to be tested for any other purpose or provision of this Policy, nor shall such declining constitute a basis for reasonable suspicion drug or alcohol testing.

- (g) Return from Suspension – Members, who have been suspended for a violation of this Policy, will be required to submit to Department administered drug and alcohol testing, and must test negative for drugs and alcohol in accordance with the standards in this Policy, prior to his return to the Department. Additionally, prior to returning to work the Member must be cleared to return to duty by the Department's Medical Examiner.
- (h) Motor Vehicle Collision – Members who are driving fire apparatus or any Department owned vehicle which is involved in a motor vehicle collision, as defined in V, § 5.5, supra, will be required to submit to alcohol and drug testing.

## X. POLICY ENFORCEMENT

10.1 The following section applies only to those Members of the Department who have not tested positive for drugs or alcohol in violation of this Policy at any point in his or her career and who are participating in the Department's Rehabilitation Program ("the Program") either on a mandatory basis or as a matter of self-referral:

- (a) A Member who has been directed by the Department to participate in the Program or has self-referred to the Program but has not violated any provision of this Policy shall not be subject to disciplinary action.
- (b) If a Member, who is participating in the Program, fails to follow the guidelines of his rehabilitation program he or she shall be suspended for a period of five (5) days. Additionally, the Member will be required to participate in the Program for one (1) year from the date of his return from the five (5) day suspension.
- (c) If a Member, who is participating in the Program, fails to follow the directives of his rehabilitation program for a second time he or she shall be suspended for a period not less than thirty (30) days. Additionally, the Member will be required to participate in the Program for one-year from the date of his return from the thirty (30) days suspension.
- (d) If a Member, who is participating in the Program, fails to follow the directives of his Rehabilitation Program for a third time, the Member shall be terminated.

10.2 The following section applies to those Members of the department who have tested positive for drugs or alcohol in violation of this Policy at any point in his or her career:

- (a) If a Member tests positive for drugs or alcohol for the first time, but has not violated any other provision of this Policy, the Member shall be suspended for a period of thirty (30) days.
- (b) If a Member tests positive for drugs or alcohol for the first time, he or she shall be required to participate in the Department's Rehabilitation Program.

- (c) If a Member has violated other provisions of this policy, in addition to testing positive for drugs or alcohol, he or she may be subject to disciplinary action in excess of thirty (30) days and which may, depending upon the severity of the violation, include termination.
  - (d) If a Member tests positive for drugs or alcohol a second time the Member shall be terminated.
  - (e) If a Member, who has tested positive for drugs or alcohol, fails to follow the terms and conditions of his or her rehabilitation agreement the member may be terminated.
  - (f) If a Member, who tested positive for drugs or alcohol in violation of this Policy, tests positive for either drugs or alcohol a second time, regardless of whether the second positive test corresponds to the substance that gave rise to the first positive test, the Member shall be terminated.
- 10.3 If a Member switches or adulterates a urine or breath sample during the testing process, the Member shall be treated as if s/he tested positive.
- 10.4 If a Member is on the tour report for a work location that has been selected for testing, and the Member leaves the worksite, without authorization, and without complying with the requirement to be tested, the Member shall be treated as if he tested positive.
- 10.5 Nothing in this Policy will limit the Commissioner's authority to impose discipline for violation of the Rules and Regulations of the Department not included in this Policy.

## XI. PROCEDURES FOR DRUG TESTING

### 11.1 Referral Procedures for Supervisors for Reasonable Suspicion

The Department's supervisors are responsible for being alert to declining job performance, erratic behavior or other indicators of possible illegal drug use, controlled substance abuse or alcohol use or abuse. Whenever a supervisor makes a determination of reasonable suspicion of drug and/or alcohol use (as defined in Section II of these procedures) the following steps will be taken:

- (a) The supervisor will immediately document in writing all circumstances, information and facts leading to and supporting his/her suspicion. At a minimum, the report will include appropriate dates and times of suspect behavior, reliable/credible sources of information, rationale leading to referral for testing and the action(s) taken.
- (b) Prior to referring a Member for testing, the supervisor will discuss the problem with the Member in a private location with one (1) witness, preferably another supervisor, present. Caution will be taken not to accuse the Member of substance abuse, but the Member will be presented with instance(s) of questionable behavior or other indicator(s). If the Member does not have an acceptable explanation for his questioned behavior or the presented indicator(s), the supervisor will continue with the procedures set forth in this section. The Member may request the presence of a union representative during this meeting; however, the inability to secure a union representative shall not

unduly delay the meeting.

- (c) The supervisor shall consult with a second supervisor of a higher rank and they shall jointly decide whether to refer a Member for testing. The on-duty Deputy Chief will make the final determination.
- (d) Once a determination has been made to refer a Member for testing, the Deputy Chief will advise the Member of such decision and notify the on call EAP Coordinator, who will respond to that location and escort the Member to a collection site. The EAP Coordinator should remain with the Member at the collection site until testing is concluded. In the event that leaving the scene and/or remaining with the Member is not feasible, the EAP Coordinator will 1) arrange transportation to the collection site (the Member will be instructed not to drive a vehicle), 2) notify the collection site that the Member is being sent for testing, 3) request that the collection site notify the supervisor when collection procedures are completed, 4) arrange transportation for the Member following the collection process, and 5) notify the Member that he or she is not to return to work pending receipt of the test results by the Medical Review Officer.
- (e) Upon conclusion of the testing the EAP Coordinator will ensure that the Member is escorted to his destination. The EAP Coordinator will direct the Member not to drive himself to his destination. The Member will be relieved from duty and placed on administrative leave with pay pending receipt by the Office of the Medical Examiner of the test results and the Member will be notified of this change in status.
- (f) In those cases where the supervisor has reasonable suspicion to believe the Member is impaired, the Member will be immediately removed from the work site and shall be placed on administrative leave with pay pending the outcome of the test. If the Member tests negative for drugs and alcohol, the Member will be restored to full duty.
- (g) In those cases where the supervisor discovers a Member who possesses what appears to be a controlled substance, illegally-used drug or alcohol, or drug paraphernalia, he or she will proceed as described above for instances where reasonable suspicion exists, and, if the substance in question appears to be a controlled substance or illegally-used drug, will report the matter to the Boston Police Department immediately and to the Deputy Chief for disciplinary action.

#### 11.2 Procedures for Random Testing

- (a) Random on-duty testing will be conducted throughout the year, although the days of the week and the times of the day when testing is conducted and the number of Members tested in any given week will vary.
- (b) The Department shall create a list of work locations and work groups that will be subject to random testing. Each member will be assigned to one testing group based on his her work location or work group. Each identified group will be known as a "Testing Group." For example, the Department may create a Testing Group by identifying particular fire houses, pieces of equipment, or combinations thereof, together with a particular work group assigned to that house or equipment. The Department may combine locations or pieces of equipment to create a Testing Group. The Department shall determine the site of testing in circumstances where

a Testing Group combines Members from more than one location. The Department shall attempt to create Testing Groups of relatively the same number of Members, but the actual composition of each Testing Group shall be at the Department's discretion. The Department may create Testing Groups at Fire Department Headquarters at its discretion. Members on modified duty shall be included in Testing Groups.

- (c) The Department will give the Union thirty (30) days notice of the creation the testing initial testing groups, with an opportunity for the Union to comment on the groups. The Department may change or modify Testing Groups at its discretion, provided it gives the Union thirty (30) days notice of such change.
- (d) The Department shall use an established independent third-party contractor(s) which has clients subject to USDOT-regulated testing ("Contractor") to select the Testing Groups subject to testing and administer the testing process. The Department shall give the Contractor a list of the Testing Groups and a schedule indicating when the work groups for each Testing Group are on duty. The Contractor shall independently determine the dates and times of testing. The Contractor shall design the testing program such that number of drug and alcohol tests each year is, in the case of each type of test, at least equal to 50% of the total number of Members, as of July 1. Weekly, the Contractor shall generate a list ("list") of Testing Groups, using a scientifically valid, tamper-resistant, computer-generated random number selection method. This list will be in effect for a seven (7) day period from Monday through Sunday. During the week for which it is generated, the Contractor shall not provide the Department with a copy of the list.
- (e) The following process shall be repeated on each day in which the Department conducts random testing:

The Contractor shall advise the Department's EAP Coordinator of the Testing Group(s) selected for random testing and the dates and times of such testing. Subject to the operating needs of the Department, all of the Members of the selected Testing Group shall be tested. If a Testing Group is not on duty on a particular day, the Testing Group will remain on the list for the duration of the seven (7) day period that the list is effective, and may be tested the next time that Testing Group is on duty.
- (f) Once the EAP Coordinator has been informed by the Contractor that testing will be conducted on a given day the EAP Coordinator will inform the Deputy Chief of Personnel. The Deputy Chief of Personnel will then inform the Division Commander. In the event that the EAP Coordinator is unable to contact the Deputy Chief of Personnel, he shall directly contact the Division Commander.
- (g) The EAP Coordinator will obtain copies of the tour reports for the Testing Groups to be tested, in the following manner:
  - (i) During office hours Monday through Friday, he will contact the Chief of Personnel or his designee for the tour report(s) for the location(s) to be tested.
  - (ii) During evening hours, weekends and holidays, he will contact the District Chief for the location to be tested and obtain copies of all the



tour reports for that district.

- (h) The EAP Coordinator will meet the Contractor at the first selected Testing Group site with the tour reports for the Testing Group to be tested. The EAP Coordinator will contact the District Chief for the selected Testing Group and request that the District Chief meet him at the testing site. The EAP Coordinator will be present at all testing sites to serve as the Department liaison to the Contractor.
- (i) As soon as possible after the Contractor arrives at the site, but not before the Members on the tour report for duty, the District Chief shall inform the company officer(s) that the Member(s) on duty will be tested on that tour. The officer(s) shall then inform the Member(s) that the Member(s) will be tested on that tour. Where a Testing Group consists of Members from more than one location, the District Chief shall inform the company officer(s) of the location that is not the testing site that the Member(s) on duty will be tested on that tour and must immediately travel to the test site. The officer(s) shall then inform the member(s) that the Member(s) will be tested on that tour, and the officer(s) shall accompany the Member(s) to the test site. All Members of a Testing Group on duty, regardless whether a Member in another Testing Group has swapped into that group for the shift and regardless of whether a Member from another Testing Group has been detailed into that Testing Group or is otherwise working in that Testing Group that day, shall be tested when a Testing Group is selected for testing. The fact that a Member from one Testing Group was subject to testing while swapping into, being detailed into or otherwise working in another Testing Group on the day such other Testing Group was tested will not excuse the Member from random testing in that Member's own or any other Testing Group when his/her own group, or any Group into which s/he swapped or was detailed or otherwise assigned, is tested.
- (j) If a Testing Group consists of Members assigned to fire suppression equipment, the particular fire house(s) subject to testing will be placed out of service for the duration of the testing process.
- (k) A Member who is on the tour report working that tour whose Testing Group is selected for testing on the date designated by the Contractor will not be excused from testing, will not be allowed to reschedule testing, nor will the Member be allowed to take sick time or leave work to avoid testing. If such a Member leaves the worksite, without authorization, without complying with the requirement to be tested, the Member shall be treated as if he tested positive for a controlled substance in accordance with Article X of this policy.
- (l) If a selected location is at an active incident, the Department will delay testing until the incident is cleared and the unit(s) has returned to its assigned work location. All random testing shall be scheduled with due consideration for the operational needs of the Department.
- (m) The Contractor will collect specimens at the test site, or, where it deems appropriate, at any other test site designated by the Department.

### 11.3 Collection, Testing and Storage of Specimen

- (a) When conducting testing for prohibited drugs the Department will use urine

screening. When conducting testing for alcohol use the Department will use breath alcohol testing. The designated collector shall collect one urine sample from the Member at the time he collects the breath sample for alcohol testing. The designated collector shall take reasonable measures to provide the Member with privacy while maintaining the integrity of the testing.

- (b) The designated collector shall divide the urine sample into two (2) containers, one for testing and the other for potential re-testing. The Member will place a signed and dated seal over the cap of the specimen containers, place the sealed containers in an envelope, seal the envelope and sign across the seal. In the event the Member cannot produce sufficient urine for a split sample (a total of 45 milliliters, 30 for the tested sample, 15 for the untested sample) the specimen collector shall document the inability or produce a sufficient sample. An attempt should be made to have the Member produce a sufficient specimen in accordance with the procedures defined by the Contractor. A Member who has not produced a sufficient specimen after three hours shall be referred to the Department's Medical Review Officer for evaluation in accordance with Section 11.5.
- (c) The designated collector shall retain the samples to ensure chain of custody from the collection site to the location where the Contractor will conduct the actual test.
- (d) In the case of random testing, the Contractor shall test the sample for the presence of these five drugs, classes of drugs, or their metabolites: marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines. In the course of testing for Reasonable Suspicion of Drug and/or Alcohol Use, other drugs or their metabolites may be tested for if their particular use is suspected. The Contractor shall conduct an initial test on the urine sample, as well as a confirmatory test on each urine sample that yields a positive result.
- (e) The Department will direct the Contractor to store all confirmatory positive urine samples in an appropriate, properly secured location.
- (f) Breath Alcohol tests will be conducted by a properly qualified test operator using an Evidential Breath Testing device (EBT). A positive test will be followed by a second confirmatory EBT test. The Department will direct the Contractor to store breath alcohol results at a level of .04 or greater, in an appropriate, properly secured location.
- (g) The Contractor shall utilize a laboratory certified by SAMHSA and using SAMHSA standards to conduct the test on the urine sample.

#### 11.4 Testing of Divided Sample

- (a) A Member who tested positive for a controlled substance(s)/illegal drug(s) may, within seventy-two (72) hours of being informed of the test result, make a written request to have the untested sample submitted for testing. The Member may have the untested sample tested by the same laboratory as the initial sample, or the Member may select an alternative laboratory. The alternative laboratory must be certified by SAMHSA and must apply the same testing levels. The untested specimen must be transported directly from the Contractor to the alternative laboratory and the Member must pay any associated costs for this

additional test. The Member must authorize the alternative laboratory to provide the test results directly to the Department's Medical Review Officer.

11.5 Diluted Sample or Inability to Provide a Sample

- (a) In the event that a Member does not provide a sufficient breath sample for alcohol testing, or a sufficient urine sample for drug testing, the designated collector will refer the Member to the Medical Review Officer. If the Medical Review Officer determines the Member has a valid reason for his inability to provide a sufficient sample, then the Medical Review Officer shall have the discretion to order additional testing to secure a valid sample. If, after consulting with the Member's medical care provider, the Medical Review Officer finds no valid reason for the Member's inability to provide a sufficient sample, then the Member shall be treated as if he tested positive.
- (b) If the Contractor informs the Medical Review Officer that a Member provided a diluted sample, then the Medical Review Officer shall have the discretion to order additional testing to secure a valid sample.

11.6 Procedure Upon a Positive Test Result

Upon a final positive test result, after either reasonable suspicion or random testing, the MRO shall meet with the involved Member. Such meeting shall provide the member with the opportunity to discuss alternative causes for the positive test. The final decision about the test result shall be made by the MRO.

XII. UNION REPRESENTATION

- 12.1 Any Member ordered to undergo alcohol and drug tests under this Policy may request the presence of a union representative during the test. However, the inability to secure a union representative shall not unduly delay administration of the test, and the union representative shall not interfere with the privacy and integrity of the testing process as prescribed by the Contractor.
- 12.2 At any time, the Union, upon request, will have the right to inspect and observe any aspect of the drug and alcohol testing program with the exception of individual test results, so long as such inspection and observation do not interfere with the drug and alcohol testing program. The Union may inspect individual test results if the release of this information is authorized by the Member involved.

## **Boston Fire Department Rehabilitation Agreement**

I, \_\_\_\_\_, enter into this Rehabilitation Agreement with the Boston Fire Department and agree to comply with the terms and conditions listed herein:

I agree to remain substance free for the duration of this agreement. This includes refraining from the use of controlled substances, illegally-used or improperly used prescription drugs, or alcohol.

I agree that I will comply with all of the terms of the Boston Fire Department's Drug and Alcohol Free Workplace Policy (The Policy).

I agree that I may be tested for the presence of drugs or alcohol at any time for the duration of this agreement. I understand that this testing is in addition to the regular random drug testing program for all Members.

I agree that if I have ever tested positive, or if I ever do test positive, for the presence of drugs or alcohol in violation of the Policy, I will be subject to unannounced drug and alcohol testing for thirty-six months from the date of my return to duty.

I understand that I must attend regular meetings, administered by the Boston Fire Department Employee Assistance Program (EAP), in accordance with the schedule outlined below:

### **1. Months One, Two and Three**

- a) attend a minimum of three (3) substance abuse meetings per week for the first three (3) months; and
- b) visit the EAP office twice per week
- c) If a member attends the substance abuse meeting that is held at EAP quarters, it will constitute one (1) meeting per month.

### **2. Months Four, Five and Six**

- a) attend a minimum of three (3) substance abuse meetings per week; and
- b) visit the EAP office once per week

### **3. Months Seven, Eight and Nine**

- a) attend a minimum of three (3) substance abuse meetings per week; and
- b) visit the EAP office once every other week

### **4. Months Ten, Eleven and Twelve**

- a) attend a minimum of three (3) substance abuse meetings per week; and
- b) visit the EAP office once per month

I agree that in the event I cannot attend a meeting for emergency reasons only, I will contact the EAP by telephone at (617) 773-5529 or (617) 343-3784. If I attend any rehabilitation meetings other than those at the EAP quarters, I will get prior approval from the EAP program coordinator. I will maintain a catalog of all substance abuse meetings that I attend, including the name of the group conducting the meeting and the meeting place. I will provide this information to the EAP Program Coordinator.

I understand that if I have been granted a leave of absence for the purpose of participating in a rehabilitation program, then prior to my return, I must submit to a Department administered drug and alcohol test, and test negative for drugs or alcohol in accordance with the standards in this

Policy. Additionally, I must be cleared by the Department's Medical Examiner to return to duty.

I understand that if I am suspended for any reason during the length of this agreement (separate from any initial thirty day suspension if I have tested positive for drugs or alcohol for the first time), a new twelve (12) month rehabilitation agreement will start upon my return from the suspension.

I understand that failure to follow the terms and conditions of this Rehabilitation Agreement will result in disciplinary action in accordance with Article X of the Department's Drug and Alcohol Free Workplace Policy.

By affixing my signature below, I hereby agree to the terms of this Agreement and state that I have freely, knowingly, intelligently and voluntarily entered into this Agreement. I also acknowledge that I was given and exercised a full opportunity to consult with my Union representatives, to review the terms and conditions of this Agreement, and was fairly represented by the Union at all times during the negotiation of this Agreement and its terms.

\_\_\_\_\_ DATED: \_\_\_\_\_

**APPENDIX F**  
***Annual Physical Exam Guidelines***

RECOMMENDATIONS FOR FIREFIGHTER PHYSICAL EXAMS AND  
SCREENING TESTS

To: Primary Care Physicians  
Re: Comprehensive Annual Physical Exams for Firefighters

Chronic exposure to heat, smoke and toxins cause numerous adverse physiological changes in firefighters. Boston firefighters have nearly three times the risk of developing coronary artery disease and cancer than other Boston residents. Eleven active Boston firefighters have died in the past year and most of these deaths were caused by either cancer or cardiovascular disease. Comprehensive firefighter physical exams and screening tests focusing on primary prevention of cardiovascular disease and cancer should be done annually. Firefighters should also participate in an aerobic and core muscle conditioning program for at least forty-five minutes per shift to help prevent these occupational related diseases.

The following list contains the recommendations for annual firefighter physicals that are necessary given the extraordinary health risks associated with firefighting.

- 1) Specific risk factors and screenings for heart disease should include:
  - Family history of coronary artery disease
  - Diabetes
  - Smoking
  - Hypertension
  - Elevated cholesterol
  - Obesity
  - Sedentary Lifestyle
  - Alcohol and Substance Abuse
  
- 2) Prevalent cancers in firefighters that need to be screened for ten years earlier than the general population, where applicable, include:

- Skin	- Kidney	- Brain
- Lung	- Prostate	- Leukemia
- Colon	- Bladder	- Lymphoma
  
- 3) Annual Exam should include:
  - Blood pressure, pulse, respiratory rate and temperature
  - Oxygen saturation
  - Weight and body fat index
  - Thorough skin exam
  - Eye exam and hearing test
  - Oral exam
  - Heart and lung exam
  - Abdominal and testicular exam
  - Prostate and rectal exam with fecal occult blood testing
  - Pelvic and Pap exam for female firefighters
  - Vascular neurological and mental status exams

4) Annual lab and screening tests should include:

- Comprehensive metabolic and chemistry panel
- Liver function tests
- Hepatitis profile
- Complete blood count
- Thyroid panel
- Hemoglobin A1c (for diabetes testing)
- Fasting lipid profile and blood glucose
- Urinalysis
- EKG
- PSA (Prostate specific antigen begin at age 40 for prostate cancer screening)
- Pulmonary function test every three years
- Chest x-ray every three years
- Colonoscopy (begin at age 40 every five years)
- Exercise stress test (begin at age 40 and every three years)
- Mammograms for female firefighters (begin at age 35 and then every year)

The Boston Fire Department greatly appreciates the time and energy of the primary care physicians performing these comprehensive exams. These efforts will play a vital role in improving the health and fitness of all Boston firefighters.

Respectfully,

Department Medical Examiner  
Boston Fire Department  
(617) 343-3305

**APPENDIX G**  
***Side Letters of Agreement***

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15. Contract Integration Agreement (FY 2004-2006)	Page S21
16. Temporary Alteration to Grievance & Arbitration Procedure	Page S22
17. Officers of the Professional Fire Fighters of Massachusetts	Page S24
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## SIDE LETTERS

A. Michael Mullane, President  
Local 718, I.A.F.F.  
55 Hallet Street  
Dorchester, MA 02124

RE: City of Boston and Local 718  
I.A.F.F. - Side Letter of  
Agreement Regarding Fire-  
Fighter Aides

Dear President Mullane:

The purpose of this Side Letter of Agreement negotiated by and between the City of Boston and Local 718, International Association of Firefighters, AFL-CIO, CLC, is to memorialize an agreement as to the restoration and maintenance of Firefighter Aides assigned to District Fire Chiefs.

The agreement is as follows: The City of Boston agrees to restore and maintain twenty-four (24) Firefighter-Aides to be assigned to District Fire Chiefs. The assignment of such Firefighter-Aides among the Fire Districts shall be at the discretion of the Fire Commissioner.

The City of Boston and Local 718, I.A.F.F. further agree that this Side Letter of Agreement is to be incorporated into and is to be made a part of the collective bargaining agreement between the City and Local 718 and shall be enforceable pursuant to the procedures of Article XVI, (Grievance Procedure), of said collective agreement and shall carry the same conditions of duration as set forth in Article XIX, (Duration), of said collective agreement.

S/  
\_\_\_\_\_  
Kevin H. White  
Mayor, City of Boston

Agreed To: S/  
\_\_\_\_\_  
George H. Paul  
Fire Commissioner

\_\_\_\_\_  
Dated

\_\_\_\_\_  
A. Michael Mullane  
President, Local 718  
I.A.F.F.

\_\_\_\_\_  
Dated

SIDE LETTER OF AGREEMENT BY AND BETWEEN  
LOCAL 718, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS  
AND  
THE CITY OF BOSTON

Local 718, I.A.F.F. and the City of Boston agree that the unit employee incumbent of the Office of District Vice President, International Association of Firefighters, will be granted leave, with full direct and fringe benefit compensation, full seniority accumulation and full contract coverage as is required by the employee for performance of the duties and functions of that office.

This side letter of agreement is to be incorporated into and to be made a part of the Local 718 - City of Boston collective bargaining agreement for purposes of contract enforcement.

CITY OF BOSTON

RAYMOND L. FLYNN, MAYOR

LOCAL 718, I.A.F.F.

NEAL SANTANGELO, PRESIDENT

DATED: 9-17-86



**Boston Fire Fighters Local No. 718**  
**International Association of Firefighters**

A.F.L. - C.I.O.

55 HALLET STREET, BOSTON, MASS. 02124

Telephone: 288-2100

*President*

Neal Santangelo

*Vice President*

James Fitzgerald

*Treasurer*

David Johnson

*Recording Secretary*

Richard Kelleher

December 17, 1987

Honorable Raymond L. Flynn, Mayor  
City of Boston  
Boston City Hall  
Boston, MA 02201

RE: FY1988-FY1990 Collective Bargaining Agreement  
Local 718, IAFF and the City of Boston  
Side Letter of Agreement  
Regarding Hepatitis B Vaccination

Dear Mr. Mayor:

In the negotiations resulting in the FY1988-FY1990 collective bargaining agreement between Local 718, IAFF and the City of Boston, agreement was reached as to the City's providing Hepatitis B vaccination to employees of the bargaining units covered by said agreement in the following terms:

The City will provide to any employee in the bargaining units represented by Local 718 a hepatitis B vaccination program. The program will be administered by the Boston City hospital at no cost to participating employees. The details of the program will be discussed and agreed upon by Local 718 and the City.

This side letter of agreement memorializes the foregoing agreement and is to be regarded as incorporated into and made a part of the FY1988-FY1990 collective bargaining agreement for all purposes of contract interpretation and enforcement.

AGREED TO:

*Raymond L. Flynn*

Raymond L. Flynn, Mayor  
City of Boston

*Neal Santangelo*  
Neal Santangelo, President  
Local 718 IAFF

*12-16-87*  
DATED

*Cynthia S. Denton 12/17/87*  
Cynthia S. Denton, Supervisor  
Office of Labor Relations



**Boston Fire Fighters Local No. 718**  
**International Association of Firefighters**  
A.F.L. - C.I.O.

55 HALLET STREET, BOSTON, MASS. 02124

Telephone: 288-2100

*President*  
Neal Santangelo  
*Vice President*  
James Fitzgerald  
*Treasurer*  
David Johnson  
*Recording Secretary*  
Richard Kelleher

December 17, 1987

Honorable Raymond L. Flynn, Mayor  
City of Boston  
Boston City Hall  
Boston, MA 02201

RE: FY1988-1990 Collective Bargaining Agreement  
Local 718, I.A.F.F. and the City of Boston  
Side Letter of Agreement Regarding  
Interpretation of Article XVIII, Section 4  
(Transitional Career Awards Program)

Dear Mr. Mayor:

In the negotiations resulting in the FY1988-FY1990 collective bargaining agreement between Local 718, IAFF and the City of Boston, agreement was reached on the method of calculating the annual Transitional Career Awards Program benefit and the method of paying such benefit in the following terms:

Effective July 1, 1987, the Transitional Career Awards Program weekly entitlement for every employee in the rank of firefighter or its equivalent upon such employee's commencement of five (5), ten (10), fifteen (15), twenty (20) and twenty-five (25) years of service, measured from date of provisional or permanent appointment, whichever is earlier, shall be computed pursuant to the following formula: One percent (1%) of the combined total of firefighter rank maximum weekly salary, firefighter rank maximum weekly night differential and firefighter rank maximum weekly hazardous duty pay, with the product of such one percent (1%) calculation added to the weekly Transitional Career Award Program benefit level in effect as of the last pay period of the immediately prior fiscal year.

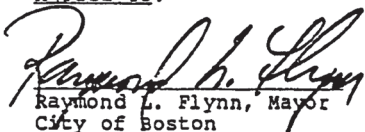
Honorable Raymond L. Flynn  
December 17, 1987  
page 2

The Transitional Career Award Program benefit, as calculated above, shall be paid to eligible employees, as provided above, on a weekly basis and shall be considered and calculated as part of regular compensation for computation of the overtime rate and the holiday compensation rate, for computation of compensation for purposes of sick, injured, vacation and all other authorized leave, and for computation of pension contributions.

This side letter of agreement memorializes the foregoing agreement and is to be regarded as incorporated into and made a part of the FY1988-FY1990 collective bargaining agreement for all purposes of contract interpretation and enforcement.

  
\_\_\_\_\_  
Neal Santángelo, President  
Local 718, IAPP

Agreed To:

  
\_\_\_\_\_  
Raymond L. Flynn, Mayor  
City of Boston

12-16-87  
\_\_\_\_\_  
Dated

Cynthia S. Denton 12/17/87  
\_\_\_\_\_  
Cynthia S. Denton, Supervisor  
Office of Labor Relations



# Boston Fire Fighters Local No. 718

International Association of Firefighters

A.F.L. - C.I.O.

55 HALLET STREET, BOSTON, MASS. 02124

Telephone: 288-2100

*President*  
Neal Santangelo

*Vice President*  
James Fitzgerald

*Treasurer*  
David Johnson

*Recording Secretary*  
Richard Kelleher

December 17, 1987

Honorable Raymond L. Flynn, Mayor  
City of Boston  
Boston City Hall  
Boston, MA 02201

RE: FY1988-FY1990 Collective Bargaining Agreement  
Local 718 IAFF and the City of Boston  
Side Letter of Agreement Regarding Calculation  
of the July 4th Holiday Compensation For All  
Employees Covered By Said Collective  
Bargaining Agreement

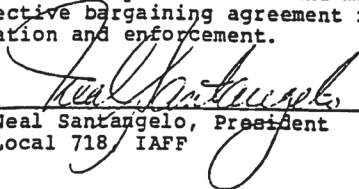
Dear Mr. Mayor:

In the negotiations resulting in the FY1988-FY1990 collective bargaining agreement between Local 718, IAFF and the City of Boston, agreement was reached as to calculation of the July 4th Holiday compensation for all employees covered by such collective bargaining agreement as follows:

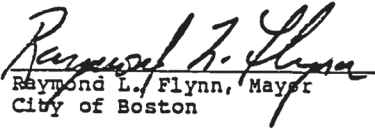
Notwithstanding the July 6, 1988 and July 5, 1989 commencement dates for the FY1989 and FY1990 respective compensation rate increments as provided in Article XVIII of the collective bargaining agreement, the Article I holiday pay calculations for the July 4, 1988 and the July 4, 1989 contractual holidays shall be based respectively upon the compensation rates in effect as of such July 6, 1988 and July 5, 1989 commencement dates.

Raymond L. Flynn  
December 17, 1987  
page 2

This side letter of agreement memorializes the foregoing agreement and is to be regarded as incorporated into and made a part of the FY1988-FY1990 collective bargaining agreement for all purposes of contract interpretation and enforcement.


  
\_\_\_\_\_  
Neal Santangelo, President  
Local 718 IAFF

Agreed To:

  
\_\_\_\_\_  
Raymond L. Flynn, Mayor  
City of Boston

12-16-87

Dated

  
\_\_\_\_\_  
Cynthia S. Denton, Supervisor  
Office of Labor Relations

Honorable Thomas M. Menino, Mayor  
City of Boston  
Boston City Hall  
Boston, MA 02201

RE: FY1997-1999 Collective Bargaining Agreement  
Local 718, I.A.F.F. and the City of Boston:  
Side Letter of Agreement Regarding  
Interpretation of Article XVIII, Section 4  
(Transitional Career Awards Program)

Dear Mr. Mayor:

In the negotiations resulting in the FY1997-FY1999 collective bargaining agreement between Local 718, IAFF and the City of Boston, agreement was reached on the method of calculating the annual Transitional Career Awards Program benefit and the method of paying such benefit in the following terms:

Effective July 1, 1996, the Transitional Career Awards Program weekly entitlement for every employee in the rank of firefighter or its equivalent upon such employee's commencement of five (5), ten (10), fifteen (15), twenty (20) and twenty-five (25) years of service, measured from date of provisional or permanent appointment, whichever is earlier, and for every employee in the rank of Lieutenant and Captain, or their equivalents, shall be computed pursuant to the following formula: One percent (1%) of the combined total of firefighter rank maximum weekly salary, firefighter rank maximum weekly night differential and firefighter rank maximum weekly hazardous duty pay, with the product of such one percent (1%) calculation added to the weekly Transitional Career Award Program benefit level in effect for every employee in the rank

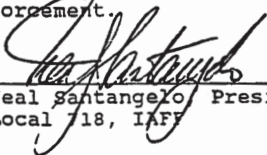


Mayor Thomas M. Menino  
Page 2

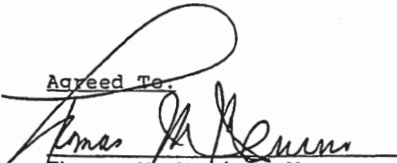
of Firefighter or its equivalent as of the last pay period of the immediately prior fiscal year; and, for every employee in the ranks of Lieutenant and Captain or their equivalents, for FY1997, such product of the foregoing one percent (1%) calculation shall be added to the weekly add-on in effect as of June 30, 1996, and for FY1998 and each fiscal year thereafter, such product of the foregoing one percent (1%) calculation shall be added to the weekly Transitional Carer Award Program benefit level in effect as of the last pay period of the immediately prior fiscal year.

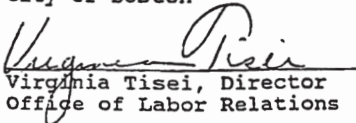
The Transitional Career Award Program benefit, as calculated above, shall be paid to eligible employees, as provided above, on a weekly basis and shall be considered and calculated as part of regular compensation for computation of the overtime rate and the holiday compensation rate, for computation of compensation for purposes of sick, injured, vacation and all other authorized leave, and for computation of pension contributions.

This side letter of agreement memorializes the foregoing agreement and is to be regarded as incorporated into and made a part of the FY1997-FY1999 collective bargaining agreement for all purposes of contract interpretation and enforcement.

  
Neal Santangelo, President  
Local 718, IAFF

Agreed To:

  
Thomas M. Menino, Mayor  
City of Boston

  
Virginia Tisei, Director  
Office of Labor Relations

Date 3-2-98

Honorable Thomas M. Menino, Mayor  
City of Boston  
Boston City Hall  
Boston, MA

Re: FY1997-1999 Collective Bargaining Agreement  
Local 718, IAFF and the City of Boston:  
Side Letter of Agreement Regarding  
Interpretation of Article XVIII, Section 4  
(Transitional Career Awards Program / Add-On)

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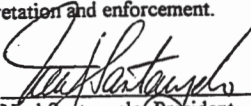
Dear Mr. Mayor:

In the negotiations resulting in the FY1997-FY1999 collective bargaining agreement between Local 718 and the City of Boston, agreement was reached on the method of calculating the annual Transitional Career Awards Program / Add-On benefit and the method of paying such benefit in the following terms:

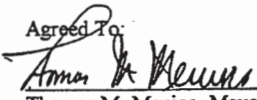
Effective July 1, 1996, the Transitional Career Awards Program / Add-On weekly entitlement for every employee in the rank of District Fire Chief and Deputy Fire Chief, shall be computed pursuant to the following formula: One percent (1%) of the combined total of fire fighter rank maximum weekly salary, fire fighter rank maximum weekly night differential, and fire fighter rank maximum weekly hazardous duty pay, with the product of such one percent (1%) calculation added to the weekly Transitional Career Awards Program / Add-On benefit level in effect for every employee in the ranks of District Fire Chief and Deputy Fire Chief, for FY1997, such product of the foregoing one percent (1%) calculation shall be added to the weekly Add-On in effect as of June 30, 1996, and for FY1998 and each fiscal year thereafter, such product of the foregoing one percent (1%) calculation shall be added to the weekly Transitional Career Awards Program / Ad-On benefit level in effect as of the last pay period of the immediately prior fiscal year.

The Transitional Career Awards Program / Add-On benefit, as calculated above, shall be paid to all eligible employees, as provided above, on a weekly basis and shall be considered and calculated as part of regular compensation for computation of the overtime rate, for computation of compensation for purposes of sick, injured, vacation and all other authorized leave, and for computation of pension contributions.

This side letter of agreement memorializes the foregoing agreement and is to be regarded as incorporated into and made part of the FY1997-FY1999 collective bargaining agreement for all purposes of contract interpretation and enforcement.

  
\_\_\_\_\_  
Neal Santangelo, President  
Local 718 IAFF

Agreed To:

  
\_\_\_\_\_  
Thomas M. Menino, Mayor  
City of Boston

  
\_\_\_\_\_  
Virginia Tisei, Director  
Office of Labor Relations

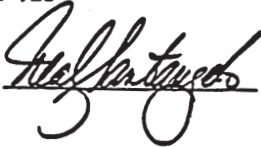
This side letter is signed concurrent with the execution of the collective bargaining agreement between the City of Boston and the IAFF, Local 718 but is not made part of the agreement. The City and the Union desire to establish a state of amicable understanding, cooperation and harmony and agree that it is in their mutual interest to cooperate in the betterment of the Boston Fire Department. Accordingly, the Union agrees to cooperate and participate in good faith in the audit currently be conducted of the Department. Such cooperation and participation shall not be interpreted as limiting the Union in the exercise of its representational rights and responsibilities.

In executing this side letter, neither party is waiving its rights under the collective bargaining agreement or applicable law.

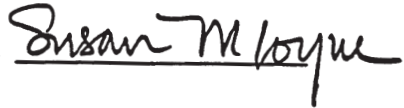
LOCAL 718

CITY OF BOSTON

By:



By:



SIDELETTER OF AGREEMENT

For purposes of interpretation and application of Article XVII, Section 6 (Sick Leave Redemption at Retirement or Death), the parties agree that where an employee submits his voluntary resignation for the purpose of retirement (superannuation), such that the retirement is effective within four (4) calendar weeks of his/her "resignation", the employee shall be covered by the terms of Section 6.

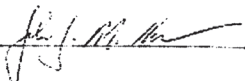
This Sideletter is incorporated and made a part of the collective bargaining agreement for purposes of enforcement.

Dated:

For City of Boston:

For Local 718:

\_\_\_\_\_

\_\_\_\_\_ 

SIDELETTER OF AGREEMENT

For purposes of interpretation and application of Article XVII, Section 8 (initial one-time crediting of sick leave), the parties agree that the term "actual service" shall mean time that the employee was in a paid status on the Department payroll, thereby excluding unpaid leaves, unpaid suspensions, and the like.

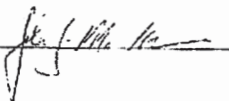
This Sideletter is incorporated and made a part of the collective bargaining agreement for purposes of enforcement.

Dated:

For City of Boston:

For Local 718:

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SIDELETTER OF AGREEMENT

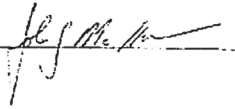
If any other bargaining unit of police officers employed by the City receives a compensation increment associated with certification for and/or assignment to use of defibrillators, then the City shall provide the Union with notice of such and upon Union request, the City shall engage in good faith negotiations with the Union regarding the issue of compensation for certification and/or use of defibrillators. This Sideletter of Agreement is incorporated into and made a part of the collective bargaining agreement for the purpose of enforcement.

Dated:

For City of Boston:

\_\_\_\_\_

For Local 718:

\_\_\_\_\_ 

### SIDELETTER OF AGREEMENT

Whereas the City maintains that only Local 718 members (Unit A and Unit B) on the payroll as of November 30, 1994 are exempt from the residency requirement, as set forth in the collective bargaining agreement (Article XVII, Section 27), for their tenure in the Department.

Whereas the Union maintains that only Local 718 members (Unit A and Unit B) on the payroll as of September 16, 1997 are exempt from the residency requirement, as set forth in the collective bargaining agreement (Article XVII, Section 27), for their tenure in the Department.

In order to resolve this important issue, the parties hereby agree to the following:

1. The parties mutually agree to grievance arbitration pursuant to the collective bargaining agreement conducted by an arbitrator mutually selected under the rules of the American Arbitration Association (AAA).
2. The sole issue in said arbitration shall be whether the grandfather date for exemption from the residency requirement as it applies to Local 718 (Unit A and Unit B) is November 30, 1994 or September 16, 1997. The arbitrator shall be without authority to select any other grandfather date.
3. Nothing in this Sideletter shall be deemed to prejudice the positions of either party in said arbitration. Upon execution of this Sideletter, the City shall withdraw without prejudice to the underlying issues its pending unfair labor practice charge filed against the Union regarding this issue.

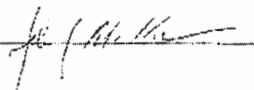
This Sideletter of Agreement is incorporated into and made a part of the collective bargaining agreement for the purpose of enforcement.

Dated:

For City of Boston:

For Local 718:

\_\_\_\_\_

  
\_\_\_\_\_



SIDE LETTER OF AGREEMENT  
(Effective Upon Execution)

between

CITY OF BOSTON

and

INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS, LOCAL 718

This Side Letter of Agreement is made pursuant to chapter 150E of the Massachusetts General Laws, by and between the City of Boston, ("the City") and the International Association of Firefighters, Local 718 ("Local 718").

Whereas the City and Local 718 wish to implement a compensation schedule for employees who occupy bargaining unit positions assigned to Headquarters, the parties agree to the following:

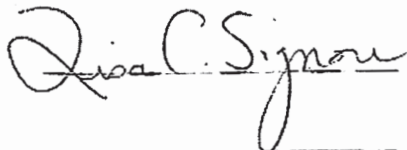
1. Upon execution of this Side Letter of Agreement, the contract provision regarding negotiation as to this issue and all headquarter positions listed in Article XX, section 7 shall be deleted from the contract and replaced by the attached add-on pay schedule (Addendum A).<sup>1</sup>
2. The new add-on pay schedule shall be subject to the following provisions:

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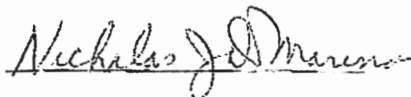
<sup>1</sup> Local 718 and the City agree that certain positions listed in Article XX, Section 7 prior to the signing of this SIDE LETTER OF AGREEMENT are not solely Headquarters Positions and that all such are to be retained in Section 7 in the successor contract at the current premium rates received by the incumbents of such positions.

3. Add-on pay shall apply only to those positions assigned to Headquarters and listed in Addendum A. The parties understand that the add-on pay rate is tied to Headquarters position(s), not individual employee(s);
4. Headquarter employees who currently receive add-on pay shall be red-circled at their current rate if the current rate is greater than the rate set forth in Addendum A. Should the employee vacate the position, the add-on rate for the position shall revert to the rate set forth in Addendum A. Should the employee transfer to another Headquarters position, he shall receive the applicable add-on pay rate tied to such position, if any, as set forth in Addendum A; and
5. Local 718 and the City retain their respective rights as to the subject matter of this SIDE LETTER OF AGREEMENT.
6. This SIDE LETTER OF AGREEMENT is to be incorporated into and to be made a part of the Local 718 – City of Boston collective bargaining agreement for purposes of duration and of contract enforcement.

For the City of Boston:

  
\_\_\_\_\_  
\_\_\_\_\_

For Local 718:

  
\_\_\_\_\_  
\_\_\_\_\_

Addendum A

Deputy Fire Chief Admin. Executive Asst. Commr.	\$14,000	
District Fire Chief Admin. Public Information Officer	\$12,000	
Fire Captain Admin.	\$10,000	
Fire Lieutenant Admin. Asst. Public Information Officer Fire Fighter EMS Coordinator Fire Fighter EMS Instructor Fire Fighter Training Instructor Mask Repair Specialist EAP Coordinator	\$ 8,000	
Fire Fighter FPD Inspector Level 2 Certification Fire Alarm Operations Training Officer Fire Fighter Paid Detail Office Fire Fighter Constituent Liaison Officer Fire Fighter LEPC Title 3 Inspector Fire Fighter Procurement Officer Fire Fighter FPD Plans Examination Unit Fire Fighter FIU Major Case Investigator Fire Fighter Auto Arson Unit Fire Fighter SOC BEST Team Fire Fighter SOC Equipt & Logistics Manager Fire Fighter Computer Training Specialist Fire Fighter NFIRS Program Manager Fire Fighter FPD Night Division Inspector Fire Fighter FPD Special Hazards Inspector Fire Fighter FPD Place of Assembly Inspector Fire Fighter Special Projects Inspector EAP Counselor	\$ 6,000	
Fire Fighter FPD Inspector Level 1 Certification Fire Fighter Female FF Liaison Officer Fire Fighter Liaison To Retirement Board Fire Fighter Juvenile F5 Program FIU Armorer FIU Supervisor Photo Unit FIU Digital Lab Supervisor	\$ 4,000	

As and when the current incumbents of this position voluntarily retire from that position, the position will be removed from the Addendum A grid.

\*\*\*\*\*  
City of Boston, Boston Fire Department \*  
\*  
and \*  
\*  
I.A.F.F., Local 718 \*  
\*\*\*\*\*

Side Letter of Agreement

1. The above-named parties agree to amend their collective bargaining agreement by renaming the "Aide" positions, "Incident Command Specialist". For example, the "District Chief Aide" position shall be renamed "Incident Command Specialist to District Chief".
2. This agreement shall not impact compensation for such positions.


FOR THE CITY:

FOR THE UNION:

  
Kevin MacCurtain  
Acting Commissioner  
BFD

  
Edward Kelly, President  
IAFF, Local 718

  
John Dunlap, Director  
OLR

  
E. David Wanger, Esq.

Dated: 5/09/06

COMMONWEALTH OF MASSACHUSETTS  
SETTLEMENT AGREEMENT

In the Matter of:

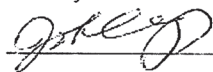
I.A.F.F., Local 718,

and

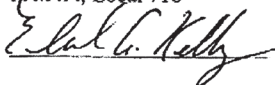
The City of Boston,

WHEREAS, the parties wish to have a mutually acceptable integrated collective bargaining agreement, the parties do hereby agree that the 2003-2006 Integrated Agreement prepared by Joseph Sarno, for the City, and Robert Kilduff, for the Union constitutes the parties' current collective bargaining agreement and as such the Integrated Agreement shall be admissible in evidence in any forum regarding any claims between the parties.

The City of Boston



I.A.F.F., Local 718



Dated: 5/8/06

**MEMORANDUM OF AGREEMENT**  
**Between**  
**THE CITY OF BOSTON**  
**And**  
**THE BOSTON FIREFIGHTERS ASSOCIATION,**  
**IAFF, Local 718**

Temporary Alteration to the Contractual Grievance & Arbitration Procedure.

1. For the duration this Agreement only, the parties agree to modify the time period for demanding arbitration after a Step 3 hearing. For the duration of this Agreement the parties agree to follow the following modified version of Article XVI of the July 1, 2010 to June 30, 2011 collective bargaining agreement:
  - A. There shall be no changes to Sections 1, 2, 3, 5, 6, 7, 8, or 9.
  - B. Section 4 shall be maintained as-is / word-for-word. However, the following shall be added at the end of Section 4.

The parties agree to schedule ‘Grievance Roundtables’ periodically, but not less than once per quarter of the calendar year unless there are no grievances to be heard.

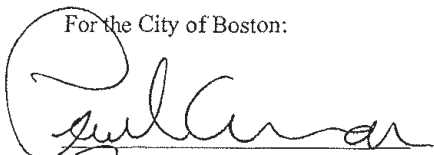
Once the Union files a grievance with the Office of Labor Relations for the purpose of having a Step 3 hearing, the time period for convening the Step 3 hearing shall be extended up to and including the date of the next Grievance Roundtable discussion. The parties will endeavor to meet the last Wednesday of each month.

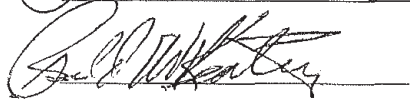
The parties may discuss the same grievance at one or more Grievance Roundtables, but either party may decide that the grievance has been adequately discussed and that a Step 3 answer should issue. The party that decides that a Step 3 answer should issue shall notify the other party of that decision either in writing or verbally at the Grievance Roundtable.

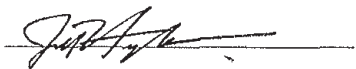
The Union shall not be required to file a demand for arbitration until the City issues its Step 3 answer. However, the Union must file a demand for arbitration with the American Arbitration Association within fifteen (15) calendar days after the City serves its Step 3. A copy of the Step 3 answer shall be served on the President and Vice-President of Local 718 and Local 718’s outside counsel (Angoff, Goldman, Manning, Wanger, Hynes and Dunlap PC).

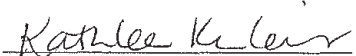
2. Duration. This Agreement shall remain in full force and effect until cancelled by either party with thirty (30) days' written notice to the other party. Following cancellation of this Agreement by either party, the parties shall process grievances in accordance with the terms of the collective bargaining agreement. Any grievance filed prior to cancellation of this Agreement for which a Step 3 Answer has not issued shall be processed in accordance with the terms of the parties' collective bargaining agreement commencing with the Union filing the grievance at Step 3.

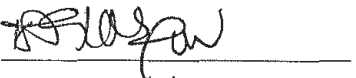
For the City of Boston:

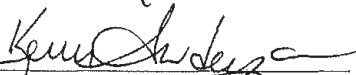
  
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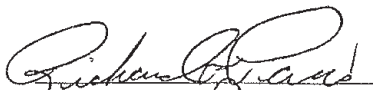
  
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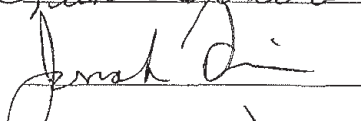
  
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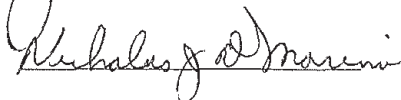
  
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Date: 10/26/11

For the Boston Firefighters Assoc.,  
IAFF, Local 718:

  
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\_\_\_\_\_

Date: 10/26/11

SIDELETTER OF AGREEMENT

City of Boston, Boston Fire Department

And

I.A.F.F. Local 718

And

Professional Fire Fighters of Massachusetts

Local 718, I.A.F.F. ("Local 718"), and the City of Boston, Boston Fire Department ("City"), and the Professional Fire Fighters of Massachusetts ("PFFM"), hereby agree as follows:

1. Members of Local 718 who are employed by the City and who serve as officers of the PFFM, shall be granted leave without loss of pay (and with full direct and fringe benefit compensation), subject to the terms and conditions outlined herein.
2. Any employee who requires leave pursuant to paragraph 1 shall obtain coverage for his/her vacancy prior to taking such leave. An employee covering a vacancy under these circumstances shall be compensated at the paid detail rate in effect at the time he/she covers the vacancy. In the event that the employee taking leave pursuant to paragraph 1 cannot obtain coverage for his/her vacancy, the vacancy shall be filled as if it were a paid detail in accordance with Article VIII, Section 2 of the collective bargaining agreement between Local 718 and the City and all Boston Fire Department rules and regulations.
3. Local 718 shall not file any grievances or other claims relating to an arrangement for coverage and/ or distribution of a paid detail which results from an employee taking leave as described in paragraphs 1 and 2 of this Agreement.
4. The City of Boston shall bill the PFFM monthly for payments made in the prior calendar month to employees who provided coverage voluntarily, or worked a paid detail, as a result of another employee taking leave pursuant to paragraphs 1, 2 and 3 above. The PFFM shall reimburse the City of Boston for all such payments within thirty (30) days of the invoice date. Reimbursement shall be made payable to the City of Boston consistent with the instructions on the City's invoices.
5. In the event the PFFM ceases, for whatever reason, to reimburse the City of Boston for the payments described herein, this Agreement shall be deemed null and void.



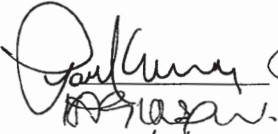
6. This Agreement shall not constitute prejudice or precedent for any and all other matters, pending or future, between the parties. This Agreement shall not be introduced in any other proceeding except to enforce its terms.

7. The signatories below are authorized to bind their principles.

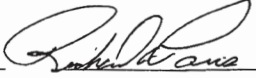
For the City of Boston:

For Local 718:

For the PFFM:



Paul G. Murray



Robert P. Pans



E. Kelly

Date: 11/30/11

Date: 11/29/11

Date: \_\_\_\_\_

SIDELETTER OF AGREEMENT

If any other bargaining unit of first responders employed by the City receives a compensation increment associated with certification for and/or assignment to use of NARCAN, the City shall provide the Union with notice of such and upon Union request, the City shall engage in good faith negotiations with the Union regarding the issue of compensation for certification and/or use of NARCAN. This Sideletter of Agreement is incorporated into and made a part of the collective bargaining agreement for the purpose of enforcement.

Dated:

For City of Boston:



2/28/14

For Local 718:



2-28-14

## MEMORANDUM OF AGREEMENT

Between the  
Boston Fire Fighters Local 718, International Association of Fire Fighters, AFL-CIO-CLC  
And the  
City of Boston

In an effort to address the operational needs of the Boston Fire Department (“The Department”), the parties hereby agree to implement the following provisions notwithstanding any contrary provision in the parties’ current collective bargaining agreement;

1. **Vacations:** Notwithstanding, Article XI, “Vacations”, Section 6, the parties agree to the following:

Effective January 1, 2016, for employees entitled to four (4) annual vacation weeks, at such employee’s annual option, such fourth (4<sup>th</sup>) week (two (2) day tours and two (2) night tours) and equivalent of such vacation measure for employees not on a rotating tour schedule can be taken as single vacation tour (work shifts) as follows:

1. Employees seeking to utilize a single tour shall notify his/her immediate supervisor prior to 8:00 a.m. on the day prior to the day/night that he/she seeks off.
  2. Such single vacation tours may be taken only during the non-scheduled vacation period, as well as, the D and E vacation periods.
  3. Such single vacation tours may not be taken in the tour falling on the night before or on the day/night of Christmas, Thanksgiving and/or New Years.
2. **Limitation of Single Vacation Tours:** This does not alter the language of Article XI in the current Collective Bargaining Agreement and does not allow any employee to utilize more than one (1) week as single vacation tours during the calendar year.
3. **Duration of Agreement:** The parties agree that this agreement shall be in effect for a one (1) year trial period, beginning January 1, 2016, and ending on December 31, 2016. The parties agree to meet one (1) month prior to the expiration of the trial period. The parties may by mutual agreement make the change in the utilization of single vacation tour eligibility a permanent change.
4. **Condition for Implementation:** The implementation or termination of this trial period shall not impose any additional costs on the City.

FOR THE CITY:

FOR THE UNION:

Alexis Tkachuk May 5, 2016

Alexis Tkachuk, Director  
Office of Labor Relations

Date

Richard Paris

Richard Paris, President  
IAFF, Local 718

Date

MM 5<sup>th</sup>  
2016

**MEMORANDUM OF AGREEMENT**

Between the  
Boston Fire Fighters Local 718, International Association of Fire Fighters, AFL-CIO-CLC  
And the  
City of Boston

WHEREAS the parties wish to have a mutually acceptable integrated collective bargaining agreement, the parties do hereby agree that the FY 2015-2017 Integrated Agreement constitutes the parties' current collective bargaining agreement.

This Integrated Agreement incorporates modifications to the 2003-2006 Integrated Agreement made by the parties in various intervening agreements. It also incorporates modifications made during their discussions leading to the execution of this Integrated Agreement.

This Integrated Agreement shall be admissible in evidence in any forum regarding any claims between the parties.

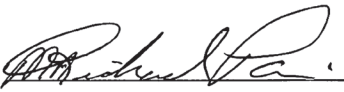
FOR THE CITY:

FOR THE UNION:

 May 5, 2016

Alexis Tkachuk, Director  
Office of Labor Relations

Date



Richard Paris, President  
IAFF, Local 718

Date

MAY 5<sup>th</sup>  
2016

