

AGREEMENT

between

CITY OF BOSTON

and

BOSTON FIRE FIGHTERS LOCAL NO. 718  
INTERNATIONAL ASSOCIATION  
OF FIRE FIGHTERS  
AFL-CIO, CLCC

Effective July 1, 2003 through June 30, 2006

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

The document marked BK/F on each page is a true copy of the consolidated contract draft presented by Joseph Sarno for review. With the noted typos the document is fine

On page iii Change

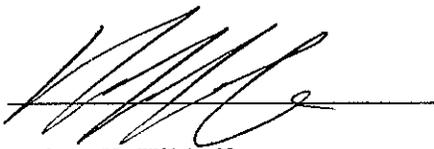
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Add page numbers to pages 85 to 95

Page 17 change App. B to App. A as noted

Page 61, 67, 72, 78 change typo as noted

Appendix D Absence/Vacancy Page 93 typo as noted



Robert T. Kilduff



Joseph Sarno

5/8/06

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**Bob Kilduff**

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**From:** Sarno, Joseph (Labor Relations) [Joseph.Sarno@cityofboston.gov]  
**Sent:** Tuesday, April 25, 2006 8:55 AM  
**To:** bk@local718.org  
**Subject:** CBA - Final DRAFT

<<IAFFcba0006.doc>>

Bob,

Here is what I think is the final draft of the 06 CBA. Please review it. I changed the Aide title to Incident Command Technician as we discussed, also, according to the BFD's records, the Master of Fire Boats gets Lieutenants pay, the Engineer in Charge of Motor Squad gets \$1,000 and the FF inspector of Apparatus gets \$5,696.06

I will also send the apendicies in pdf format.

Thanks for your patience

Joe

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**The substance of this message, including any attachments, may be confidential, legally privileged and/or exempt from disclosure pursuant to Massachusetts law. It is intended solely for the addressee. If you received this in error, please contact the sender and delete the material from any computer.**

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B - ~~Medical~~ → ~~Medical~~ ~~Insurance~~ ~~Program~~  
C - Medical ~~Insurance~~  
D - Absence/Vacancy Coverage  
E - Side Letters of Agreement

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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, 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

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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 monthly basis (on or about the tenth of each month) such dues directly to the Treasurer of Local 718, all in conformance with Massachusetts General Laws, Chapter 160, 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

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City will deduct each week such fee from the earned wages of each employee and transmit on a monthly basis (on or about the tenth of each month) 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.

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## 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 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 hours, as follows:

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GPS	SAT	SUN	MON	TUE	WED	THU	FRI
1	N				D	N	
2		D	N				D
3	D	N		D	N		
4			D	N		D	N

2

GPS	SAT	SUN	MON	TUE	WED	THU	FRI
1	D	N				D	N
2	N		D	N			
3		D	N		D	N	
4				D	N		D

3

GPS	SAT	SUN	MON	TUE	WED	THU	FRI
1		D	N				D
2	D	N		D	N		
3			D	N		D	N
4	N				D	N	

4

GPS	SAT	SUN	MON	TUE	WED	THU	FRI
1	N		D	N			
2		D	N		D	N	
3				D	N		D
4	D	N				D	N

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GPS	SAT	SUN	MON	TUE	WED	THU	FRI
1	D	N		D	N		
2			D	N		D	N
3	N				D	N	
4		D	N				D

6

GPS	SAT	SUN	MON	TUE	WED	THU	FRI
1		D	N		D	N	
2				D	N		D
3	D	N				D	N
4	N		D	N			

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GPS	SAT	SUN	MON	TUE	WED	THU	FRI
1			D	N		D	N
2	N				D	N	
3		D	N				D
4	D	N		D	N		

8							
GPS	SAT	SUN	MON	TUE	WED	THU	FRI
1				D	N		D
2	D	N				D	N
3	N		D	N			
4		D	N		D	N	

Key: D = 8 a.m. - 6 p.m. (10 hrs.)

N = 6 p.m. - 8 a.m. (14 hrs.)

Determination of average:

14 D's = 140 hrs.

14 N's = 196 hrs.

TOTAL = 336 hrs.

336/8 = 42 hour average workweek

Maximum time off: 72 consecutive hours

Minimum time off: 24 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, Sec. 58C, as amended. Employees shall not be required to accept compensatory time off in lieu of monetary compensation for overtime service.

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

<u>Holdover time at the end of a tour:</u>	<u>Compensation Schedule:</u>
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.

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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 twenty-four (24) consecutive hours; and, further provided that such twenty-four (24) consecutive hour limit shall not be applicable to tour (work shift)

combinations that include overtime tours (work shifts) opportunities for the involved employee.

Notwithstanding the foregoing twenty-four (24) hour limit, the Fire Commissioner or his/her designee can waive it in the event of a public safety emergency.

## 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 fire fighting 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) Citywide 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) Citywide list of employees holding officer ranks. The transition to a Citywide list(s) for allocation of and distribution of paid detail opportunities shall be implemented fully no later than forty-five (45) calendar days after execution of the Agreement.
- 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 Citywide list. If an officer accepts said detail, he/she shall be paid at the Firefighter's detail rate.

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D. Effective forty-five (45) calendar days after execution of this Agreement by the Mayor, the hourly detail rate for employees shall be:

	<u>Hourly Inside</u>	<u>Hourly Outside</u>
Firefighter	\$32.00	\$33.00
Fire Lieutenant	\$36.00	\$37.00
Fire Captain	\$38.00	\$39.00
District Fire Chief	\$41.00	\$42.00
Deputy Fire Chief	\$46.00	\$47.00

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.

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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 is on vacation, a firefighter (senior man) 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 of duty of such assignment.

Section 2. The firefighter who is senior in the working group on duty will be designated as firefighter (senior man) for the purpose of such vacation fill-ins upon the approval of the Chief of the Department. Any dispute in connection with the designation of firefighter (senior man) will be subject to the grievance and arbitration procedures.

In the event the regular, designated senior man is absent for any reason, the most senior employee on the company and group involved will be designated the senior man for all purposes.

Section 3. The duties and prerequisites of the firefighter (senior man) are spelled out in Rule 14 (to be modified in relation to this Article).

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Section 4. For the purpose of this Article, seniority is computed as time in rank from date of promotion or appointment for each position listed therein.

Section 5. When a lieutenant in a single company is on vacation and in the event that another lieutenant is detailed into such single company, the firefighter (senior man) from the single company who is detailed into the company from which the lieutenant was detailed shall receive the extra duties differential described above.

Section 6. The designated firefighter-senior man 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 firefighter-senior man 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

## **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

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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.

## **ARTICLE IX (C)**

### **Special Provisions**

The provisions of Article IX (A) shall become effective the first Wednesday after the date of the execution of this Agreement. The provisions of Article IX (B) will be retroactive to March 7, 1973, even as to vacation fill-ins, and will remain in effect until Article IX (A) becomes effective under the preceding sentence. If the provisions of Article IX (A) should be litigated, the Union will defend the provisions of Article IX (A) in principle but will not be required to incur a financial obligation in defending such case. If the provisions of Article IX (A) should ultimately be rendered invalid by a court of competent jurisdiction, or in the event of an appeal to the highest such court, the terms of Article IX

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(B) shall become effective as to vacation fill-ins prospectively thereafter within further negotiations, and Civil Service eligibility shall apply along Division lines to the extent permitted by law.

#### **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.

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## ARTICLE X

### Holidays

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

New Years 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

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additional day's pay, computed as one-fifth (1/5) of his regular weekly compensation, and, commencing July 1, 1978, 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's 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 vacation in addition to the vacation leave set forth in Section 1.

Effective on and after January 1, 1986, an employee who prior to January 1st (as referred to in Section 1) has completed twenty-one (21) years or more of service shall receive three (3) 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.

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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 B.

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

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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

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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

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## **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 proceeding 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 proceeding Christmas.

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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 proceeding 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.

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## 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

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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.

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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 or 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 (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.

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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

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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.

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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) 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 a sick leave absence or 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. An employee's return to duty status shall be determined by the employee's medical provider.

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.

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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 them 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
142	up to and including 36	24 hours
130	up to and including 48	12 hours
118	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 January 1, 2002 - December 31, 2002.

## **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.

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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.

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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.

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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 six (6) consecutive calendar weeks after his/her injury. In any event, during such 6-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 a weekly payroll basis all compensation provided by

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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 Departments' entire limited duty schedule and assignment plan, then the employee shall be obligated to perform such limited duty plan in its entirety.

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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 6-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

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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 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 appointment 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

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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

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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

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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

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the provisions of General Laws, Chapter 258. The City agrees to be bound by the provisions of General Laws Chapter 41, Section 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 5A" 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.

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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.

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

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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 person 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.

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- 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 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.

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- 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 of the 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

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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".

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Section 9C. Firefighters Rank Overtime Fill-In for Firefighter Absences Caused by Injured On Duty Leave

Effective July 1, 1997, firefighters rank absences caused by injured on duty leave shall be filled by firefighter or equivalent rank overtime pursuant to the following provisions. Overtime shall be allocated within each company and unit pursuant to rotation of a roster established in each company and unit by departmental seniority (date of provisional or permanent appointment, whichever is earlier).

Effective July 1, 1997, and continuing through June 30, 1998, the Fire Department's overtime obligation hereunder is to provide each employee holding the rank of firefighter or its equivalent with the opportunity during the July 1, 1997 - June 30, 1998 time period to work two (2) overtime tours of duty, day or night tours dependent upon employee placement on the rotation of the roster, pursuant to the roster rotation system specified herein. Effective July 1, 1998, and continuing through each subsequent fiscal year, 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 such fiscal year to work three (3) overtime tours of duty, day or night tours dependent upon employee placement on the rotation of the roster, pursuant to the roster rotation system specified herein. Each tour of firefighter or equivalent rank injured on duty 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 fiscal 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 fiscal year, refuses such opportunity, his/her name shall be placed at the bottom of such roster. If, in that same fiscal year, the firefighter rank or its equivalent absences

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caused by injured on duty 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. The foregoing system of employee entitlement and refusal of overtime tour opportunities shall apply to the second overtime opportunity during fiscal year 1998 and to all three (3) such tour opportunities in fiscal year 1999 and during all fiscal years thereafter. Employee entitlement to each of the overtime tour opportunities and to each refusal for each such opportunity is dependent upon the number of firefighters and equivalent rank injured leave absences during each fiscal year.

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 injured 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 fiscal year involved. If, prior to such transfer or assignment in a fiscal 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 fiscal year involved regardless of the number of firefighter or equivalent rank injured leave absences in such fiscal 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

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unit to another chance to work his/her first opportunity as specified herein. Such process shall be applicable to the second and third opportunity and refusals as provided in this section.

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 line of duty injury.

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.

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.

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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.

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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 Appendix D 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, then to the house involved, then to the district involved, then to the division involved, then on a city-wide basis.

Captain Rank: First to the district involved, then on 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.

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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

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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 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 death 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

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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. The City's contribution to all group hospitalization insurance premiums shall be as follows:

- a. 75% of the total monthly premiums for the indemnity plan selected by the employer, including Master Medical or the equivalent coverage and benefits;
- b. 90% of the total monthly premium for all approved and authorized health maintenance organizations.

Should the City develop an RFP for an indemnity plan other than BC/BS Master Medical, it shall meet with the Union in advance of the advertisement of said RFP. The meetings shall be for the purpose of soliciting comments and suggestions from the Union prior to finalizing the RFP. The Union shall be furnished a copy of the finalized RFP.

The parties agree to meet and negotiate over the impact, if any, of national health care reform should legislation pass during the life of this Agreement.

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

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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 even 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

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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.

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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 he 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.

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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 shall be subject to the City of Boston Residency Ordinance (Ord. 1976, C 9, as amended). All members of the bargaining units who are on the payroll as of November 30, 1994 shall be exempt for their tenure with the Boston Fire Department.

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

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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 of appointment shall be made forthwith upon the occurrence of such vacancy

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**ARTICLE XX**

**Compensation**

Section 1. (Increase base wages by 2.5% effective July 5, 2003)

Effective July 5, 2003, employees shall be compensated pursuant to the following weekly salary schedule:

<u>RANK</u>	<u>1</u>	<u>2</u>	<u>3</u>
Firefighter	743.43	832.94	922.63
Fire Lieutenant			1,134.83
Fire Captain			1,322.10
District Chief			1,540.25
Deputy Chief			1,794.93

<u>POSITION</u>	<u>1</u>	<u>2</u>	<u>3</u>
Fire Alarm Operator	743.43	832.94	922.64
Radio Repairman			
Machinist			
Cable Splicer			
Lineman			
Motor Equipment Operator			
Fire Alarm Batteryman			
Electrical Equipment Repairman			
Senior Fire Alarm Operator			1,134.83
Radio Operator			
Working Foreman Machinist			
Working Foreman Lineman and Cable Splicer			
Inside Wireman			
Inspector of Internal Systems			
Principal Fire Alarm Operator			1,322.10
Foreman of Inside Wiremen			
Foreman of Lineman and Cable Splicer			
General Foreman of Fire Alarm Construction			1,431.18
Radio Supervisor			
Chief Fire Alarm Operator			1,540.25

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Assistant Superintendent  
Fire Alarm Division  
Chemist

Superintendent of Fire Alarm 1,794.39

Section 2. Night Differential:

Effective July 5, 2003, 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 July 5, 2003 pursuant to the following schedule:

Effective July 5, 2003

<u>RANK</u>	<u>1</u>	<u>2</u>	<u>3</u>
Firefighter	70.90	79.40	87.92
Fire Lieutenant			107.81
Fire Captain			125.60
District Chief			146.33
Deputy Chief			170.47

<u>POSITION</u>	<u>1</u>	<u>2</u>	<u>3</u>
Fire Alarm Operator	70.63	79.13	87.66
Radio Repairman			
Machinist			
Cable Splicer			
Lineman			
Motor Equipment Operator			
Fire Alarm Batteryman			
Electrical Equipment Repairman			

Senior Fire Alarm Operator	107.81
Radio Operator	
Working Foreman Machinist	

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Working Foreman Lineman  
and Cable Splicer  
Inside Wireman  
Inspector of Internal Systems

Principal Fire Alarm Operator 125 60  
Foreman of Inside Wiremen  
Foreman of Linemen  
and Cable Splicers

General Foreman of  
Fire Alarm Construction 135 97  
Radio Supervisor

Chief Fire Alarm Operator 146 33  
Assistant Superintendent  
Fire Alarm Division  
Chemist

Superintendent of Fire Alarm 170 47

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-dire 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

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compensation for each of the respective contract years is computed as four and three-quarters percent (4.75%) of the base weekly compensation in effect as of July 5, 2003 pursuant to the following schedule:

Effective July 5, 2003

<b>RANK</b>	<b>1</b>	<b>2</b>	<b>3</b>
Firefighter	35.45	39.70	43.96
Fire Lieutenant			53.91
Fire Captain			62.80
District Chief			73.17
Deputy Chief			85.24
<b>POSITION</b>	<b>1</b>	<b>2</b>	<b>3</b>
Fire Alarm Operator	35.32	39.57	43.83
Radio Repairman			
Machinist			
Cable Splicer			
Lineman			
Motor Equipment Operator			
Fire Alarm Batteryman			
Electrical Equipment Repairman			
Senior Fire Alarm Operator			53.91
Radio Operator			
Working Foreman Machinist			
Working Foreman Lineman and Cable Splicer			
Inside Wireman			
Inspector of Internal Systems			
Principal Fire Alarm Operator			62.80
Foreman of Inside Wiremen			
Foreman of Linemen and Cable Splicers			
General Foreman of Fire Alarm Construction			67.99
Radio Supervisor			
Chief Fire Alarm Operator			73.17
Assistant Superintendent Fire Alarm Division			
Chemist			

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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:

<u>Commencing With The Start Of</u>	<u>July 5, 2003</u>
Five (5) Years	122.37
Ten (10) Years	128.11
Fifteen (15) Years	131.95
Twenty (20) Years	135.78
Twenty-five (25) Years	139.61

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.

<u>Commencing With The Start Of</u>	<u>July 5, 2003</u>
Five (5) Years	122.33
Ten (10) Years	128.07
Fifteen (15) Years	131.91
Twenty (20) Years	135.74
Twenty-five (25) Years	139.57

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:

<u>RANK</u>	<u>July 5, 2003</u>				
	5 Years	10 Years	15 Years	20 Years	25 Years
Fire Lieutenant	122.34	128.08	131.92	135.75	139.58
Fire Captain					
District Chief					
Deputy Chief					

<u>POSITION</u>
Senior Fire Alarm Operator
Radio Operator

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Working Foreman Machinist  
Working Foreman Lineman  
and Cable Splicer  
Inside Wireman

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 2.5% effective July 3, 2004)

Effective July 3, 2004, employees shall be compensated pursuant to the following weekly salary

schedule:

<b>RANK</b>	<b>1</b>	<b>2</b>	<b>3</b>
Firefighter	762.02	853.76	945.70
Fire Lieutenant			1,163.21
Fire Captain			1,355.16
District Chief			1,578.76
Deputy Chief			1,839.25
<b>POSITION</b>	<b>1</b>	<b>2</b>	<b>3</b>
Fire Alarm Operator	762.03	853.77	945.71
Radio Repairman			
Machinist			
Cable Splicer			
Lineman			
Motor Equipment Operator			
Fire Alarm Batteryman			
Electrical Equipment Repairman			

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Senior Fire Alarm Operator Radio Operator	1,163.21
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 Lineman and Cable Splicer	1,355.16
General Foreman of Fire Alarm Construction Radio Supervisor	1,466.95
Chief Fire Alarm Operator Assistant Superintendent Fire Alarm Division Chemist	1,578.76
Superintendent of Fire Alarm	1,839.25

Section 2A. Night Differential:

Effective July 3, 2004, 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 July 3, 2004 pursuant to the following schedule:

Effective July 3, 2004

<u>RANK</u>	<u>1</u>	<u>2</u>	<u>3</u>
Firefighter	72.67	81.38	90.12
Fire Lieutenant			110.51

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Fire Captain			128.75
District Chief			149.99
Deputy Chief			174.73
<u>POSITION</u>	<u>1</u>	<u>2</u>	<u>3</u>
Fire Alarm Operator	72.40	81.11	89.85
Radio Repairman			
Machinist			
Cable Splicer			
Lineman			
Motor Equipment Operator			
Fire Alarm Batteryman			
Electrical Equipment Repairman			
Senior Fire Alarm Operator			110.51
Radio Operator			
Working Foreman Machinist			
Working Foreman Lineman and Cable Splicer			
Inside Wireman			
Inspector of Internal Systems			
Principal Fire Alarm Operator			128.75
Foreman of Inside Wiremen			
Foreman of Linemen and Cable Splicers			
General Foreman of Fire Alarm Construction			139.36
Radio Supervisor			
Chief Fire Alarm Operator			149.99
Assistant Superintendent Fire Alarm Division			
Chemist			
Superintendent of Fire Alarm			174.73

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

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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 four and three-quarters percent (4 75%) of the base weekly compensation in effect as of July 3, 2004 pursuant to the following schedule:

Effective July 3, 2004

<b>RANK</b>	<b>1</b>	<b>2</b>	<b>3</b>
Firefighter	36.33	40.69	45.06
Fire Lieutenant			55.26
Fire Captain			64.38
District Chief			75.00
Deputy Chief			87.37
<b>POSITION</b>	<b>1</b>	<b>2</b>	<b>3</b>
Fire Alarm Operator	30.20	40.56	44.93
Radio Repairman			
Machinist			
Cable Splicer			
Lineman			
Motor Equipment Operator			
Fire Alarm Batteryman			
Electrical Equipment Repairman			
Senior Fire Alarm Operator			55.26
Radio Operator			
Working Foreman Machinist			
Working Foreman Lineman and Cable Splicer			
Inside Wireman			

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Inspector of Internal Systems	
Principal Fire Alarm Operator	64.38
Foreman of Inside Wiremen	
Foreman of Linemen and Cable Splicers	
General Foreman of Fire Alarm Construction	69.68
Radio Supervisor	
Chief Fire Alarm Operator	75.00
Assistant Superintendent Fire Alarm Division	
Chemist	
Superintendent of Fire Alarm	87.37

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:

<u>Commencing With The Start Of</u>	<u>July 3, 2004</u>
Five (5) Years	133.18
Ten (10) Years	138.92
Fifteen (15) Years	142.76
Twenty (20) Years	146.59
Twenty-five (25) Years	150.42

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.

<u>Commencing With The Start Of</u>	<u>July 3, 2004</u>
Five (5) Years	133.14
Ten (10) Years	138.88

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Fifteen (15) Years	142.72
Twenty (20) Years	146.55
Twenty-five (25) Years	150.38

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:

<u>RANK</u>	<u>July 3, 2004</u>				
	5 Years	10 Years	15 Years	20 Years	25 Years
Fire Lieutenant	133.15	138.89	142.73	146.56	150.39
Fire Captain					
District Chief					
Deputy Chief					

POSITION

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

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

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Section 1B. (Increase base wages by 3.5% effective July 2, 2005)

Effective July 2, 2005, employees shall be compensated pursuant to the following weekly salary

schedule:

<u>RANK</u>	<u>1</u>	<u>2</u>	<u>3</u>
Firefighter	788.69	883.64	978.80
Fire Lieutenant			1,203.93
Fire Captain			1,402.60
District Chief			1,634.02
Deputy Chief			1,903.63
<u>POSITION</u>	<u>1</u>	<u>2</u>	<u>3</u>
Fire Alarm Operator	788.71	883.66	978.81
Radio Repairman			
Machinist			
Cable Splicer			
Lineman			
Motor Equipment Operator			
Fire Alarm Batteryman			
Electrical Equipment Repairman			
Senior Fire Alarm Operator			1,203.93
Radio Operator			
Working Foreman Machinist			
Working Foreman Lineman and Cable Splicer			
Inside Wireman			
Inspector of Internal Systems			
Principal Fire Alarm Operator			1,402.60
Foreman of Inside Wiremen			
Foreman of Lineman and Cable Splicer			
General Foreman of Fire Alarm Construction			1,518.30
Radio Supervisor			
Chief Fire Alarm Operator			1,634.02
Assistant Superintendent Fire Alarm Division			

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Chemist

Superintendent of Fire Alarm

1,903.63

Section 2B. Night Differential:

Effective July 2, 2005, 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 July 2, 2005 pursuant to the following schedule:

Effective July 2, 2005

<u>RANK</u>	<u>1</u>	<u>2</u>	<u>3</u>
Firefighter	75.20	84.22	93.26
Fire Lieutenant			114.38
Fire Captain			133.25
District Chief			155.24
Deputy Chief			180.85
<u>POSITION</u>	<u>1</u>	<u>2</u>	<u>3</u>
Fire Alarm Operator	74.93	83.95	92.99
Radio Repairman			
Machinist			
Cable Splicer			
Lineman			
Motor Equipment Operator			
Fire Alarm Batteryman			
Electrical Equipment Repairman			
Senior Fire Alarm Operator			114.38
Radio Operator			
Working Foreman Machinist			
Working Foreman Lineman and Cable Splicer			
Inside Wireman			

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Inspector of Internal Systems

Principal Fire Alarm Operator 133.25  
Foreman of Inside Wiremen  
Foreman of Linemen  
and Cable Splicers

General Foreman of 144.24  
Fire Alarm Construction  
Radio Supervisor

Chief Fire Alarm Operator 155.24  
Assistant Superintendent  
Fire Alarm Division  
Chemist

Superintendent of Fire Alarm 180.85

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-dire 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 four and three-quarters percent (4.75%) of the base weekly compensation in effect as of July 2, 2005 pursuant to the following schedule:

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Effective July 2, 2005

<b>RANK</b>	<b>1</b>	<b>2</b>	<b>3</b>
Firefighter	37.60	42.11	46.63
Fire Lieutenant			57.19
Fire Captain			66.63
District Chief			77.62
Deputy Chief			90.43
<b>POSITION</b>	<b>1</b>	<b>2</b>	<b>3</b>
Fire Alarm Operator	37.47	41.98	46.50
Radio Repairman			
Machinist			
Cable Splicer			
Lineman			
Motor Equipment Operator			
Fire Alarm Batteryman			
Electrical Equipment Repairman			
Senior Fire Alarm Operator			57.19
Radio Operator			
Working Foreman Machinist			
Working Foreman Lineman and Cable Splicer			
Inside Wireman			
Inspector of Internal Systems			
Principal Fire Alarm Operator			66.63
Foreman of Inside Wiremen			
Foreman of Linemen and Cable Splicers			
General Foreman of Fire Alarm Construction			72.12
Radio Supervisor			
Chief Fire Alarm Operator			77.62
Assistant Superintendent Fire Alarm Division			
Chemist			
Superintendent of Fire Alarm			90.43

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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:

<u>Commencing With The Start Of</u>	<u>July 2, 2005</u>
Five (5) Years	144.37
Ten (10) Years	150.11
Fifteen (15) Years	153.95
Twenty (20) Years	157.78
Twenty-five (25) Years	161.61

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.

<u>Commencing With The Start Of</u>	<u>July 2, 2005</u>
Five (5) Years	144.32
Ten (10) Years	150.06
Fifteen (15) Years	153.90
Twenty (20) Years	157.73
Twenty-five (25) Years	161.56

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:

<u>RANK</u>	<u>July 2, 2005</u>				
	5 Years	10 Years	15 Years	20 Years	25 Years
Fire Lieutenant	144.33	150.07	153.91	157.74	161.57
Fire Captain					
District Chief					
Deputy Chief					

<u>POSITION</u>
Senior Fire Alarm Operator
Radio Operator
Working Foreman Machinist

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Working Foreman Lineman  
and Cable Splicer  
Inside Wireman

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 1C. (Increase base wages by 2% effective January 7, 2006)

Effective January 7, 2006, employees shall be compensated pursuant to the following weekly

salary schedule:

<b>RANK</b>	<b>1</b>	<b>2</b>	<b>3</b>
Firefighter	804.46	901.31	998.38
Fire Lieutenant			1,228.01
Fire Captain			1,430.66
District Chief			1,666.71
Deputy Chief			1,941.71
<b>POSITION</b>	<b>1</b>	<b>2</b>	<b>3</b>
Fire Alarm Operator	804.49	901.34	998.39
Radio Repairman			
Machinist			
Cable Splicer			
Lineman			
Motor Equipment Operator			
Fire Alarm Batteryman			
Electrical Equipment Repairman			
Senior Fire Alarm Operator			1,228.01

Radio Operator  
Working Foreman Machinist  
Working Foreman Lineman  
and Cable Splicer  
Inside Wireman  
Inspector of Internal Systems

Principal Fire Alarm Operator 1,430.66  
Foreman of Inside Wiremen  
Foreman of Lineman  
and Cable Splicer

General Foreman of  
Fire Alarm Construction 1,548.66  
Radio Supervisor

Chief Fire Alarm Operator 1,666.71  
Assistant Superintendent  
Fire Alarm Division  
Chemist

Superintendent of Fire Alarm 1,941.71

Section 2C. Night Differential:

Effective January 7, 2006, 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 January 7, 2006 pursuant to the following schedule:

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Effective January 7, 2006

<u>RANK</u>	<u>1</u>	<u>2</u>	<u>3</u>
Firefighter	76.70	85.90	95.12
Fire Lieutenant			116.67
Fire Captain			135.92
District Chief			158.34
Deputy Chief			184.47
<u>POSITION</u>	<u>1</u>	<u>2</u>	<u>3</u>
Fire Alarm Operator	76.43	85.63	94.85
Radio Repairman			
Machinist			
Cable Splicer			
Lineman			
Motor Equipment Operator			
Fire Alarm Batteryman			
Electrical Equipment Repairman			
Senior Fire Alarm Operator			116.67
Radio Operator			
Working Foreman Machinist			
Working Foreman Lineman and Cable Splicer			
Inside Wireman			
Inspector of Internal Systems			
Principal Fire Alarm Operator			135.92
Foreman of Inside Wiremen			
Foreman of Linemen and Cable Splicers			
General Foreman of Fire Alarm Construction			147.13
Radio Supervisor			
Chief Fire Alarm Operator			158.34
Assistant Superintendent Fire Alarm Division			
Chemist			
Superintendent of Fire Alarm			184.47

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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 3C. 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 four and three-quarters percent (4 75%) of the base weekly compensation in effect as of January 7, 2006 pursuant to the following schedule:

Effective January 7, 2006

<u>RANK</u>	<u>1</u>	<u>2</u>	<u>3</u>
Firefighter	38.35	42.95	47.56
Fire Lieutenant			58.34
Fire Captain			67.96
District Chief			79.17
Deputy Chief			92.24
<u>POSITION</u>	<u>1</u>	<u>2</u>	<u>3</u>
Fire Alarm Operator	38.22	42.82	47.43
Radio Repairman			
Machinist			
Cable Splicer			
Lineman			
Motor Equipment Operator			
Fire Alarm Batteryman			
Electrical Equipment Repairman			

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Senior Fire Alarm Operator Radio Operator Working Foreman Machinist Working Foreman Lineman and Cable Splicer Inside Wireman Inspector of Internal Systems	58.34
Principal Fire Alarm Operator Foreman of Inside Wiremen Foreman of Linemen and Cable Splicers	67.96
General Foreman of Fire Alarm Construction Radio Supervisor	73.57
Chief Fire Alarm Operator Assistant Superintendent Fire Alarm Division Chemist	79.17
Superintendent of Fire Alarm	92.24

Section 4C. 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:

<u>Commencing With The Start Of</u>	<u>January 7, 2006</u>
Five (5) Years	155.78
Ten (10) Years	161.52
Fifteen (15) Years	165.36
Twenty (20) Years	169.19
Twenty-five (25) Years	173.02

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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.

**Commencing With The Start Of January 7, 2006**

Five (5) Years	155.73
Ten (10) Years	161.47
Fifteen (15) Years	165.31
Twenty (20) Years	169.14
Twenty-five (25) Years	172.97

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><u>RANK</u></b>	<b><u>January 7, 2006</u></b>				
	5 Years	10 Years	15 Years	20 Years	25 Years
Fire Lieutenant	155.74	161.48	165.32	169.15	172.98
Fire Captain					
District Chief					
Deputy Chief					

**POSITION**

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

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Superintendent of Fire Alarm

Section 5. Payments under Sections 4-4C 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 of 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
Assistant Supt. 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.

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- 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-

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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.

**ARTICLE XXI**

**Duration and Agreement**

This Agreement shall be effective July 1, 2003, unless otherwise indicated, and shall continue in force, pursuant to its terms, through June 30, 2006.

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 proposal 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.

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APPENDIX A

<u>Vacation Periods</u>	<u>98</u>	<u>99</u>	<u>00</u>	<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>
<u>D</u>										
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
<u>B</u>										
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
<u>A</u>										
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
<u>C</u>										
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
<u>E</u>										
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

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APPENDIX B

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

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APPENDIX C

RELEASE

I hereby authorize the release of any and all medical records relating 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 any 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

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APPENDIX D

Absence/Vacancy Coverage  
Draft Revision – September 10, 2001

General

Effective January 1, 2002.

This agreement supercedes and replaces Article IX A (second sentence), Article IX B, section 2 and Article IX B, section 3.

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

For the purposes of this section, "seniority" is computed s time in rank from date of promotion or appointment for each of the permanent positions listed therein. The provision 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 section 10.E Officer Rank or Equivalent Overtime Opportunities for all ranks and equivalent FAO ranks.

The eight tours 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 an Acting Fire Lieutenant.

The eight-tour R4R overtime coverage policy is offered annually. Members may receive up to eight overtime opportunities per year for vacancy coverage. There is no carry over of overtime opportunities from year to year. An officer's eight tour R4R

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overtime opportunities are cumulative regardless of assignment. The eight tour R4R opportunities are exclusive of Unit B minimums manning R4R opportunities.

The method of coverage reverts to the initial reason for the vacancy (Vacation, Injured, Sick, etc )

Vacancies created by officers covering a higher grade shall be covered by vacation coverage rules with the exception of Captains vacation coverage. (See Fire Captain Section.)

Vacancies will be covered by pool officers available. In the event a pool officer is unavailable, vacancies will be covered by seniority.

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.

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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 on duty

Officer's 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 Officer's Pool will operate as its own company for all overtime opportunities unless a pool officer has been assigned to a vacancy for more than 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.

Fire Lieutenant

Vacation

Covered by Senior Firefighter on group (per current policy)

Injured Leave

First four tours by company officers on overtime (per current policy).

Fifth and subsequent tours:

- a. Pool Lieutenant (if available)
- b. R4R up to eight tours (per company officer)
- c. Senior Firefighter on Group (when company overtimes have been exhausted)

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If a company officer having R4R eligibility becomes available during said coverage (part b ), that company officer will replace the Senior Firefighter for the remainder of the coverage on a R4R basis. After the overtimes have been exhausted, the Senior Firefighter will assume the coverage (part c ).

If at any time during this coverage a Pool Lieutenant becomes available, said Pool Lieutenant shall fill the vacancy regardless of the number of overtimes worked by company officers.

Sick Leave

- a. Pool Lieutenant (if available)
- b. R4R up to eight tours (per company officer)
- c. Senior Firefighter on Group (when company overtimes have been exhausted)

If a company officer having R4R eligibility becomes available during said coverage (part b ), that company officer will replace the Senior Firefighter for the remainder of the coverage on a R4R basis. After the overtimes have been exhausted, the Senior Firefighter will assume the coverage (part c .)

If at any time during this coverage a Pool Lieutenant becomes available, said Pool Lieutenant shall fill the vacancy regardless of the number of overtimes worked by company officers.

**Fire Captain**

Vacation

The Senior Firefighter on the Captain's group shall cover the Captain's vacation.

Whenever the Senior Firefighter on the Captain's group is covering a Captain's vacation, the Senior Firefighter will be paid as a Fire Lieutenant. The Senior Fire

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Lieutenant on the company assumes the responsibility of the Captain he/she shall remain on his/her own work group and be paid as a Captain for the same number of tours as the vacation generates

Injured Leave

First four tours by Captains in the District (per current policy).

Fifth and subsequent tours:

- a Pool Captain (if available)
- b. R4R up to eight tours (per company officer)
- c. Senior Fire Lieutenant on Company (when company overtimes have been exhausted)

Whenever the Senior Fire Lieutenant assumes the responsibility of the Captain, he shall remain on his own work group and be paid as a Captain for the same number of tours as the coverage generates.

If a company officer having R4R eligibility becomes available during said coverage (part b ), that company officer will replace the Senior Fire Lieutenant for the remainder of the coverage on a R4R basis. After the overtimes have been exhausted, the Senior Lieutenant will assume the coverage (part c.)

The vacancy on the Captain's group will be covered by a Pool Lieutenant or the Senior Firefighter on the group in no Pool Lieutenant is available.

If at any time during this coverage a Pool Captain becomes available, said Pool Captain shall fill the vacancy regardless of the number of overtimes worked by company officers

Sick Leave

- a Pool Captain (if available)
- b R4R up to eight tours (per company officer)
- c. Senior Fire Lieutenant on Company (when company overtimes have been exhausted)

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Whenever the Senior Fire Lieutenant assumes the responsibility of the Captain, he shall remain on his own work group and be paid as a Captain for the same number of tours as the vacancy generates.

If a company officer having R4R eligibility becomes available during said coverage (part b.), that company officer will replace the Senior Fire Lieutenant for the remainder of the coverage on a R4R basis. After the overtimes have been exhausted, the Senior Lieutenant will assume the coverage (part c.)

The vacancy on the Captain's group will be covered by a Pool Lieutenant or the Senior Firefighter on the group (if no Pool Lieutenant is available).

If at any time during this coverage a Pool Captain becomes available, said Pool Captain shall fill the vacancy regardless of the number of overtimes worked by company officers.

### District Fire Chief

#### Vacation

- a. Pool District Fire Chief (if available)
- b. Senior Fire Captain by Group/District/Division/City. If at any time during this coverage a Pool District Fire Chief becomes available, said Pool District Fire Chief shall fill the vacancy.

#### Injured Leave

First four tours by District Chiefs in the District (per current policy).

Fifth and subsequent tours:

- a. Pool District Fire Chief (if available)
- b. R4R up to eight tours (per Chief in the District)
- c. Senior Fire Captain by group/district/division/city (when District overtimes have been exhausted)

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If a District Fire Chief having R4R eligibility becomes available during said coverage (part b ), that Chief officer will replace the Senior Fire Captain for the remainder of the coverage on a R4R basis. After the overtimes have been exhausted, the Senior Fire Captain will assume the coverage (part c ).

If at any time during this coverage a Pool District Fire Chief becomes available, said Pool District Fire Chief shall fill the vacancy regardless of the number of overtimes worked by District Chiefs.

Sick Leave

- a. Pool District Fire Chief (if available)
- b. R4R up to eight tours (per Chief in the District)
- c. Senior Fire Captain by group/district/division/city (when District overtimes have been exhausted)

If a District Fire Chief having R4R eligibility becomes available during said coverage (part b.), that Chief officer will replace the Senior Fire Captain for the remainder of the coverage on a R4R basis. After the overtimes have been exhausted, the Senior Fire Captain will assume the coverage (part c.).

If at any time during this coverage a Pool District Fire Chief becomes available, said Pool District shall fill the vacancy regardless of the number of overtimes worked by District Fire Chiefs

Deputy Fire Chief

Vacation

- a. Pool Deputy Fire Chief (if available)
- b. Senior District Fire Chief by Group/ Division/City

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If at any time during this coverage a Pool Deputy Fire Chief becomes available, said Pool Deputy Fire Chief shall fill the vacancy.

Injured Leave

First four tours by Deputy Chiefs in the Division (per current policy).

Fifth and subsequent tours:

- a. Pool Deputy Chief (if available)
- b. R4R up to eight tours (per Deputy Chief in the Division/City)
- c. Senior District Fire Chief by Group/Division/City (when Deputy overtimes have been exhausted)

If a Deputy Fire Chief having R4R eligibility becomes available during said coverage (part b.), that Chief officer will replace the Senior District Fire Chief for the remainder of the coverage on a R4R basis. After the overtimes have been exhausted, the Senior District Fire Chief will assume the coverage (part c.)

If at any time during this coverage a Pool Deputy Fire Chief becomes available, said Pool Deputy Fire Chief shall fill the vacancy regardless of the number of overtimes worked by Deputy Fire Chiefs.

Sick Leave

- a. Pool Deputy Chief (if available)
- b. R4R up to eight tours (per Deputy Chief in the Division)
- c. Senior District Fire Chief by group/division/city (when overtimes have been exhausted)

If a Deputy Fire Chief having R4R eligibility becomes available during said coverage (part b.), that Chief officer will replace the Senior District Fire Chief for the remainder of the coverage on a R4R basis. After the overtimes have been exhausted, the Senior District Fire Chief will assume the coverage (part c.)

If at any time during this coverage a Pool Deputy Fire Chief becomes available, said Pool Deputy Fire Chief shall fill the vacancy regardless of the number of overtimes

