

**MEMORANDUM OF AGREEMENT
THE BOSTON FIREFIGHTERS ASSOCIATION, IAFF, Local 718, AFL-CIO-CLC
AND CITY OF BOSTON
SUCCESSOR CONTRACT NEGOTIATIONS**

On April 11, 2014, the parties reached a tentative agreement subject to ratification by the Boston Firefighters Association, IAFF, Local 718, AFL-CIO-CLC (Units A and B)(hereinafter, "the Union") of both the July 1, 2011 through June 30, 2014 and the July 1, 2014 through June 30, 2017 agreements, and approval by the Mayor and Boston City Council. This three (3) year agreement shall not take effect unless and until the Union has ratified and the Mayor and Boston City Council have approved the prior three (3) year agreement. This three (3) year agreement is the product of successor collective bargaining to the July 1, 2011 to June 30, 2014 agreement between the City of Boston and the Union. This agreement is effective July 1, 2014 through June 30, 2017.

This Memorandum of Agreement ("Agreement") is made pursuant to Massachusetts General Laws Chapter 150E between the City of Boston ("City") and the Boston Firefighters Association, IAFF, Local 718, AFL-CIO-CLC (Units A and B)(hereinafter, "the Union").

This Memorandum of Agreement supplements and amends the Collective Bargaining Agreement effective July 1, 2011 through June 30, 2014. Except as expressly provided below, the parties agree that the terms and provisions of their Collective Bargaining Agreement effective July 1, 2011 through June 30, 2014 shall be extended without modification for the period commencing on July 1, 2014 and ending on June 30, 2017.

1. **Article VII** ("*Hours of Work and Overtime*")

Add a new Section 8 to read as follows:

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

2. **Article VIII** ("*Paid Details*")

In Section 2, D, increase the paid details rates as follows:

D. Effective January 1, 2015, the hourly detail rate for employees shall be:

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

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

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

3. **Article IX(A) Extra Duty Pay for Vacation Fill-ins** (*“Officers Absence/Vacancy Coverage Eight (8) Rank for Rank Overtime Tours will be changed from Injured/Sick Coverage to Vacation Coverage. These overtime tours cannot occur during the D vacation period and the non scheduled vacation period.”*)

Delete Appendix D **Vacation Coverage** provisions. Amend Article IX (A) to read as follows:

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

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

prorated based upon actual time in service as Senior Firefighter during the calendar year.

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

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

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

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

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

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

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

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

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

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

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

Section 10. If at any time there is no member on the Civil Service list to cover the absence of a Lieutenant, Captain, District Fire Chief, or Deputy Fire Chief on the group involved the coverage will revert to the seniority coverage for the rank involved on the group involved up to the thirteenth (13th) tour for Injured, and seventeenth (17th) tour for sick.

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

4. **Article IX (B) Temporary Service in Higher Rank**

Delete Appendix D **Injured Coverage** provisions. Amend Article IX (B) to read as follows:

Add a new Section 2: Whenever there is a temporary absence of an Officer (Lieutenant, Captain, District Chief, Deputy Chief) due to injury, the Department will cover the first four (4) tours with Officer Rank for Rank Overtime Opportunities pursuant to Article XIX Section 9 (E) (“Officer Rank or Equivalent Overtime Opportunities”).

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

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

- b) Fire Lieutenant: The highest eligible Firefighter from the Civil Service list among those assigned within the *Company on the Group involved* where the vacancy exists shall be selected to perform temporary service out of rank in the position of Fire Lieutenant. In the event there is no Firefighter eligible within the *Company* where the vacancy exists, the highest eligible Firefighter from the Civil Service list within the *House/District* where the vacancy exists shall be selected. In the event there is no eligible Firefighter within the *District* where the vacancy exists, the highest eligible Firefighter from the Civil Service list within the *Division* shall be selected. In the event there is no eligible Firefighter within the *Division* where the vacancy exists, the highest eligible firefighter from the *City-wide* Civil Service list shall be selected.
- c) Fire Captain: The highest eligible Fire Lieutenant from the Civil Service list among those assigned within the *District on the Group involved* where the vacancy exists shall be selected to perform temporary service out of rank in the position of Fire Captain on the *Company* involved. In the event there is no eligible Fire Lieutenant within the *House/District* where the vacancy exists, the highest eligible Fire Lieutenant from the Civil Service list within the *Division* shall be selected. In the event there is no eligible Fire Lieutenant within the *Division* where the vacancy exists, the highest eligible Fire Lieutenant from the *City-wide* Civil Service list shall be selected.
- d) District Fire Chief: The highest eligible Fire Captain from the Civil Service list among those assigned within the *District on the Group involved* where the vacancy exists shall be selected to perform temporary service out of rank in the position of District Fire Chief in the *District* involved. In the event there is no eligible Fire Captain within the *District* where the vacancy exists, the highest eligible Fire Captain from the Civil Service list within the *Division* shall be selected. In the event there is no eligible Fire Captain within the *Division* where the vacancy exists, the highest eligible Fire Captain from the *City-wide* Civil Service list shall be selected.
- e) Deputy Fire Chief: The highest eligible District Fire Chief from the Civil Service list among those assigned to the *Division on the Group involved* where the vacancy exists shall be selected to perform the temporary service out of rank in the position of Deputy Fire Chief in the *Division* involved. In the event there is no eligible District Fire Chief within the *Division* where the vacancy exists, the highest eligible District Fire Chief from the *City-wide* Civil Service list shall be selected.
- f) The provisions of Sections 2(a), 2(b), 2(c), and 2(d) shall be applied in all cases where the absence causing the temporary service in higher rank is of a duration of twelve (12) or less scheduled consecutive work tours of the absent employee.

- g) After the expiration of the four (4) Officer Rank for Rank Overtime Opportunities pursuant to Article XIX Section 9(E), a Pool Officer, if available, shall fill the temporary absence. If no Pool Officer is available, and if the temporary service in higher rank pursuant to paragraphs (b) through (d) of this Article is of a duration longer than twelve (12) scheduled consecutive work tours of the absent employee, then the employee assigned to serve temporarily in the higher rank shall be selected in order of position from the *City-wide* Civil Service list.
- h) A firefighter must have three (3) years of service in the Department to be qualified to serve as "Senior Firefighter."
- i) If at any time there is no member on the Civil Service list to cover the absence of a Lieutenant, Captain, District Fire Chief, or Deputy Fire Chief on the group involved the coverage will revert to the seniority coverage for the rank involved on the group involved up to the thirteenth (13th) tour for Injured, and seventeenth (17th) tour for sick.
- j) If at any time a member wishes to remove his/her name from the Civil Service acting list he/she must notify the Personnel Division in writing on a form 5 one (1) week prior, and the removal must be a minimum of two (2) weeks.

Delete Appendix D Sick Coverage provisions. Add a new Section 3 to read as follows:

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

the *District*, the most senior Fire Captain within the *Division/City* shall cover the first (1st) tour.

iv. Deputy Fire Chief: The first (1st) tour shall be covered by the Senior District Fire Chief within the *Division* on the Group involved.

- b) Upon the expiration of the first (1st) tour, a Pool Officer (if available) shall cover the Officer's absence.
- c) In the event no Pool Officer is available, the second (2nd) through sixteenth (16th) tours shall be covered as follows:

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

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

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

- iv. Deputy Fire Chief: The highest eligible District Fire Chief from the Civil Service list among those assigned to the *Division* where the vacancy exists shall be selected to perform the temporary service out of rank in the position of Deputy Fire Chief in the *Division* involved. In the event there is no eligible District Fire Chief within the *Division* where the vacancy exists, the highest eligible District Fire Chief from the *City-wide* Civil Service list shall be selected.
- d) If at any time during this coverage a Pool Officer becomes available, said Pool Officer shall fill the temporary absence.
- (e) The seventeenth (17th) and subsequent tours shall be covered as follows:
 - i. Fire Lieutenant: The highest eligible Firefighter from the City-wide Civil Service list shall be selected to perform temporary service out of rank in the position of Fire Lieutenant.
 - ii. Fire Captain: The highest eligible Fire Lieutenant from the City-wide Civil Service list shall be selected to perform temporary service out of rank in the position of Fire Captain.
 - iii. District Fire Chief: The highest eligible Fire Captain from the City-wide Civil Service list shall be selected to perform temporary service out of rank in the position of District Fire Chief.
 - iv. Deputy Fire Chief: The highest eligible District Fire Chief from the City-wide Civil Service list shall be selected to perform temporary service out of rank in the position of Deputy Fire Chief.
- f) In the event that the existing Civil Service list has been exhausted for the aforementioned ranks, the selection for the seventeenth and (17th) and subsequent tours shall be based upon seniority.
- g) A firefighter must have three (3) years of service in the Department to be qualified to serve as "Senior Firefighter."
- h) If at any time there is no member on the Civil Service list to cover the absence of a Lieutenant, Captain, District Fire Chief, or Deputy Fire Chief on the group involved the coverage will revert to the seniority coverage for the rank involved on the group involved up to the thirteenth (13th) tour for Injured, and seventeenth (17th) tour for sick.
- i) If at any time a member wishes to remove his/her name from the Civil Service acting list he/she must notify the Personnel Division in writing on a form 5 one (1) week prior, and the removal must be a minimum of two (2) weeks.

5. **Article XVIII (“Injury Leave”)**

Subsection B1 of Part C (“Limited Duty”) currently states that no employee shall be placed on limited duty for the first six (6) weeks of injury leave. Amend Subsection B1 by substituting “four (4) weeks” for “six (6) weeks” so that the Subsection reads as follows:

“An employee on injury leave shall not be assigned to limited duty during the first four (4) consecutive calendar weeks after his/her injury. In any event, during such 4-week period, the resolution of any issue as to employee’s performance of limited duty may be undertaken.”

6. **Article XIX Section 9 (B) (“Personal Leave Program and Benefit”)**

Amend Article XIX Section 9 (B) to provide for eligible Captains to work personal leave overtime tours for Lieutenants on their company, and eligible Lieutenants to work Captains’ personal leave tours on their company.

Amend Article XIX (Miscellaneous), Section 9 (E) (Officer Rank or Equivalent Overtime Opportunities), Paragraph 1 to read as follows:

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

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

Captain Rank: First to the Lieutenants on the *Company* involved, then to the *District* involved, then 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.

7. **Article XIX Section 9 (C) (“Firefighters Rank Overtime Fill-In for Firefighter Absences Caused by Injured On Duty Leave”)**

Article XIX Section 9 (C) currently provides Firefighters three (3) overtime tours to be used when another Firefighter is out injured. The Union proposes to change

this to four (4) guaranteed overtime tours: two (2) day tours, two (2) night tours, to be used when other Firefighters are on vacation. These overtime tours cannot occur during the "D" vacation period and the non scheduled vacation period. Therefore, substitute the following for the current Article XIX Section 9 (C):

"Section 9C. Firefighter Rank Overtime Fill-In for Firefighter Absences Caused by Vacation.

Effective January 1, 2015, the Fire Department's overtime obligation hereunder is to provide each employee holding the rank of Firefighter or its equivalent with the opportunity during each calendar year to work four (4) overtime tours of duty, two (2) day and two (2) night tours, when other Firefighters are on vacation. These overtime tours cannot occur during the 'D' vacation period and the non scheduled vacation period. Due to the transition period needed for the implementation of this provision all firefighter injured overtime shall cease effective July 1 2014.

8. Article XX ("Compensation")

Section 1. Provide base wage increases as follows:

Effective FPP July 2014 – 3 % base wage increase.

Effective FPP July 2015 – 3 % base wage increase.

Effective FPP July 2016 – 2 % base wage increase.

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

Amend Section 2 "Night Shift Differential," Section 3, "Hazardous Duty/Specialist Compensation," and Section 4 "Transitional Career Awards Program," to reflect the

recalculation of each such benefit based upon the periodic increase to the Section 1 base wages, with each recalculation effective on the same dates as the respective increases to the base wages.

Section 9. Special Operations Division: Hazardous Materials / Technical Rescue.¹

Effective January 1, 2015:

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

For Specialists: Convert the \$ 1,000 yearly stipend to (4 %) of the weekly compensation of a Firefighter in the third (3rd) year of service.

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

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

Add a new Section 10 for EMT Certifications

Section 10. Effective June 30, 2017, all EMT certified members shall receive two percent (2%) of the weekly compensation of a Firefighter in the third (3rd) year of service. This payment will be made weekly and will become part of base pay for the purpose of computing overtime, sick pay, injured leave pay, holiday pay, vacation pay, and shall be considered regular compensation for pension and retirement purposes. Employees shall no longer be entitled to any other benefit or compensation for obtaining EMT certification. Without limitation, members shall no longer be eligible for the payment of thirty-seven and one half (37.5) hours of overtime every two (2) years, as was the former practice.

¹ Section 9 originally added in the 4/20/10 Arbitrator Eischen Award.

9. **Article XXI** (“*Duration*”)

Amend the dates contained in Article XXI, § 1 to reflect a three (3) year contract with a duration from July 1, 2014 through June 30, 2017.

In witness hereof, the City of Boston and the Boston Firefighters Association, IAFF, Local 718, AFL-CIO-CLC (Units A and B), have caused the Agreement to be signed on April 11, 2014.

CITY OF BOSTON

BOSTON FIREFIGHTERS ASSOC.,
IAFF, Local 718, AFL-CIO-CLC
















