

96-99

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE CITY OF BOSTON  
and  
THE NATIONAL CONFERENCE OF FIREMEN  
AND OILERS, SEIU, AFL-CIO**

The City of Boston and the National Conference of Firemen and Oilers, SEIU, AFL-CIO hereby agree to the following modifications to the 1993-1996 Collective Bargaining Agreement between the parties. Except as amended herein, this Memorandum of Agreement carries forward and preserves the terms and conditions contained in the Agreement effective July 1, 1993 and except as otherwise stated herein, these amendments shall be effective as of the date of execution of the Memorandum by the Mayor of the City of Boston.

**Article XI  
Temporary Service in a Lower or Higher Position**

Section 4.

Delete the word "relatively" in the first sentence and substitute the word "substantially".

Section 5 (a).

Change Union address to 402 Rutherford Avenue, Charlestown, MA 02129.

**Article XIII  
Vacation Leave**

Section 2 (c).

Delete existing language and replace with the following, effective January 1, 1998:

For all employees not in their first calendar year of employment, vacation leave shall be calculated pursuant to the following schedule:

Length of Service Completed  
as of January 1

Vacation Entitlement  
in Next Calendar Year

Less than six (6) months .....	one (1) week
More than six (6) months, but less than four (4) years .....	two (2) weeks
More than four (4) years, but less than nine (9) years .....	three (3) weeks
More than nine (9) years, but less than fourteen (14) years .....	four (4) weeks
More than fourteen (14) years, but less than thirty (30) years .....	five (5) weeks
More than thirty (30) years .....	six (6) weeks

**Article XIV  
Sick Leave**

Section 8.  
Effective January 1, 1998, increase number of personal days from three (3) to four (4)

**Article XVII  
Miscellaneous**

Section 12.  
Add a new section with the following language:

The City agrees to reimburse employees for the fees for any license which is a requirement for the employee's position.

**Article XIX  
Compensation**

Section 1.  
Delete the existing pay schedules and insert new pay schedules reflecting the following increases, on the following dates to the existing schedule:

A three (3%) percent salary increase effective the first Wednesday in July 1996;  
A three (3%) percent salary increase effective the first Wednesday in July 1997;  
A three (3%) percent salary increase effective the first Wednesday in July 1998.  
Effective June 30, 1999, add a new Step 6 to the salary scale computed as of two (2%) of Step 5. Employees will advance to the new Step if, as of June 30, 1999 they had been on Step 5 for over one year. All other employees would advance to that step pursuant to the existing procedure on their step increase date.

#### Section 10.

Effective July 1, 1998 increase the existing longevity rates by fifteen (\$15) dollars per category.

#### Section 13.

Effective upon execution of the Agreement, increase weekend differential by \$0.10 from \$0.50 to \$0.60.

### **Article XX**

#### **Drug Testing Policy**

Renumber existing Article XX to Article XXI and create new Article XX with following language:

The City of Boston and the International Brotherhood of Firemen & Oilers recognize that the illegal use of drugs, the abuse of prescription medication, and the abuse of alcohol by members of the Department pose serious threats to the public welfare as well as to the employees of the Department

*The goal of this rule is to detect and to prevent substance abuse whenever possible and to assist in the rehabilitation of employees rather than to terminate the employment of members who are abusing drugs and/or alcohol.*

### **TESTING FOR PRESENCE OF SUBSTANCE(S) ABUSE:**

#### *A. Standard for Testing*

The Department's Commissioner, or his/her designee, based upon reasonable suspicion may require that a union member submit to substance screening by urinalysis which shall be administered by a competent testing laboratory. This testing laboratory shall be a member of the National Institute for Drug Abuse.

"Reasonable suspicion" is a belief based on objective and articulable facts sufficient to lead a prudent member to suspect that an employee is using, is in possession of, or control of, or is under the influence of, drugs or alcohol while on duty.

Circumstances which may constitute a basis for reasonable suspicion included, but are not limited to, the following:

- Direct observation of drug/alcohol use while on duty
- Member found to be in possession of alcohol/drugs while on duty
- Spontaneous unusual, abnormal, erratic, or unacceptable behavior or behavior which otherwise indicates that the member is under the influence of an intoxication substance (e.g.) the presence of bloodshot eyes, glassy eyes, slurred speech, lack of coordination or other indications of intoxication or substance abuse
- Documented pattern of unusual, erratic, or unacceptable behavior
- Extended or patterned sick leave use which indicates that the member is unable to work due to substance abuse
- An on-duty accident in which safety precaution were violated or careless acts were performed
- Reporting for work unfit for duty

#### *B Prohibited Conduct*

The following conduct related to the use of drugs and alcohol is prohibited. Any employee who engages in prohibited conduct will be disciplined, up to and including, termination:

- Prohibited Use of Alcohol:  
Consumption, possession, manufacture, distribution, dispensation, sale or storage (including in a desk, a locker, a motor vehicle, of an other repository) of alcohol on City property, on City business, in City supplied vehicles, in vehicles being used for City purposes, or during work hours, or during any break is prohibited.

Further, the City of Boston prohibits employees who leave City property during work hours to consume alcohol if they will be returning to work, e.g. drinking during lunch, is prohibited.

Any alcohol misuse that could affect the safe performance of an employee's duties is prohibited.

Specifically, an employee is prohibited from:

- Having any detectable amounts of alcohol in his/her system during, just before, or just after performing their duties;
- Having a blood alcohol concentration of .02% or greater, upon reporting for work, before, during or just after performing his/her duties, is in violation of

the City's policy and the employee will be subject to discipline, up to an including termination;

- Prohibited Use of Drugs:

All use of drugs is prohibited at any time. Having any detectable amount of drugs in an employee's system is a violation of the City's policy. The following conduct is prohibited:

- Use, possession, manufacture, distribution, dispensation, sale or storage (including in a desk, a locker, a motor vehicle, or an other repository) of a controlled substance, illegally used drug or drug paraphernalia on City property, on City business, in City supplied vehicles, in vehicles being used for City purposes, or during working hours;
- Failure to notify a supervisor of the legitimate use of a drug (i.e. prescription medication) that may adversely effect the employee's performance of his/her duties.

- Prohibited Conduct Related to Drugs and Alcohol:

The following conduct related to drugs and alcohol is prohibited:

- Switching, adulterating, or committing any other misconduct pertaining to any breath, urine or blood sample;
- Refusing to submit to an inspection when required under this Policy;
- Refusing to submit to a new hire probationary, reasonable suspicion, or follow-up drug or alcohol test when required;

A refusal to submit to such test is treated as a positive test result

- Disclosing to individuals, other than a need to know basis of information pertaining to alcohol and/or drug testing referrals, results of such testing or treatment referrals;
- Failing to adhere to any of the requirements of a mandatory referral to EAP.

### *C. Procedures for Testing*

All Departmental members initiating testing action on the basis of reasonable suspicion will be required to detail in writing, the specific facts, symptoms, or observations which formed the basis for their conclusion that reasonable suspicion existed to warrant testing of the member.

The results of the test shall be provided by the Laboratory only to the Commissioner and/or his/her designee, who shall provide a copy of the results to the member.

A member who fails to undergo a test as ordered, or who fails to provide a test sample as directed by the testing laboratory, will be subject to disciplinary action including possible termination.

A member may also be tested as part of a routine testing program instituted as a result of a prior drug or alcohol related disciplinary proceeding for a period of one (1) year

Members returning from suspension will be tested if such is required by the Commissioner.

Probationary employees will be subject to testing at any time during their probationary period. A confirmed positive test result will be grounds for termination, without recourse.

#### *D. Consequences of a Positive Alcohol and/or Drug Test:*

The following will result when an employee has a positive alcohol and/or drug test:

- Any probationary employee who has a positive alcohol and/or drug test will be terminated, without recourse;
- An employee with more than six (6) months of service who has a positive alcohol and/or drug test will be suspended for twenty (20) days without pay, and will be given a mandatory referral to EAP. If said employee fails to abide by the rules of the EAP or refuses to complete the EAP, he/she will be terminated; and
- An employee who has a second positive alcohol and/or drug test will be terminated from his/her position immediately.

#### *E. Consequences of a Refusal to Submit to a Required Alcohol and/or Drug Test:*

- Any refusal to a new hire probationary period test, a reasonable suspicion test, a random test, or a follow-up test, is considered a positive verified drug and/or alcohol test and the consequences of a positive test will apply; and
- Failure to provide an adequate sample for testing without a valid medical explanation, or engaging in conduct that clearly obstructs the testing, constitutes a refusal to submit to a test.

*F. Employee Assistance Program*

The City of Boston maintains an Employee Assistance program (EAP) which is available twenty-four hours a day's seven days a week. This Program is for the benefit of all members. Voluntary participation, which is participation because a member believes he/she may benefit by attending meetings of the EAP, is confidential and is at the option of the member.

*G. Mandatory Participation*

There may be occasions when the Commissioner and/or his/her designee, shall require that a member participate in the EAP, such as, for example, when a member has been ordered to participate due to a violation of the Rules and Regulations of the Department. In such circumstances, the requirements for mandatory participation in the EAP require that the employee strictly follow the plan as set out by the EAP Coordinator. The Program Coordinator will advise the Commissioner and/or his/her designee if the member's participation complies with the above. Discipline up to and including termination, for failure to abide by the agreement, will be preferred against a member.

**Article XXI**

**Duration of Agreement**

Delete the existing language and substitute the following:

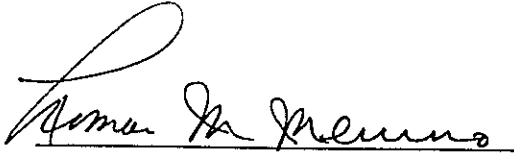
Except as otherwise provided herein, this Agreement shall take effect on the date of execution and continue in full force and effect through June 30, 1999. Should a successor agreement not be executed by July 1, 1999, this agreement shall remain in full force and effect until a successor agreement is executed. On or after March 15, 1999, the Union or the Municipal Employer may notify the other of the terms and provisions it desires in a successor agreement. The parties shall proceed forthwith to negotiate with respect thereto.

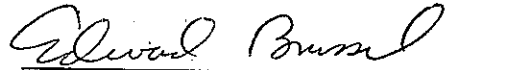
Notification under this Article shall be accomplished by the Union's delivering a copy of its proposals to the Office of Labor Relations, or vice-versa.

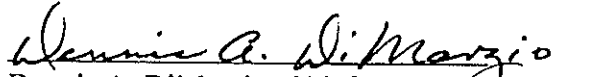
In witness whereof, the City of Boston and National Conference of Firemen and Oilers, SEIU, AFL-CIO have caused the Agreement to be signed, executed and delivered on the 4th day of November, 1998.

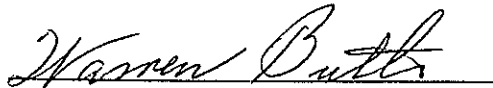
For the City of Boston:

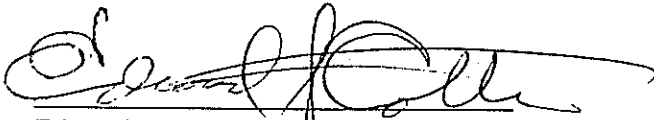
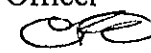
For the National Conference of Firemen and Oilers:


  
Thomas M. Menino, Mayor

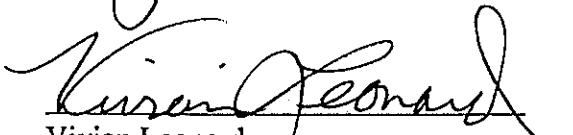
  
Edward Brassil

  
Dennis A. DiMarzio, Chief Operating Officer

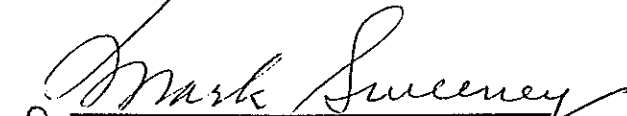
  
Warren Butler, Bargaining Committee

  
Edward J. Collins, Chief Financial Officer  
10/34/98 

  
Virginia Tisei, Director of Labor Relations

  
Vivian Leonard  
Director of Human Resources

Approved as to Form:

  
for Merita A. Hopkins, Corporation Counsel

Dated: 10/27/98