

MEMORANDUM OF AGREEMENT

between

CITY OF BOSTON

AND

NATIONAL CONFERENCE OF FIREMEN AND OILERS, LOCAL 3, AFL-CIO

July 1, 2003 – June 30, 2006

This Memorandum of Agreement (“Agreement”) entered into by and between the City of Boston (“City”) and the National Conference of Firemen and Oilers, Local 3, AFL-CIO (“Union” or “NCFO”), is the product of collective bargaining conducted pursuant to Chapter 150E of the Massachusetts General Laws for the purpose of reaching a successor collective bargaining agreement to the July 1, 1999 – June 30, 2002 collective bargaining agreement

Except as expressly provided herein, this Memorandum of Agreement carries forward and preserves the terms and provisions of the July 1, 1999 – June 30, 2002 collective bargaining agreement (as amended by the July 1, 2002 to June 30, 2003 Memorandum of Agreement) The parties hereby certify that the provisions of this Memorandum of Agreement were ratified by an affirmative vote of the Union membership on September 29, 2004, and are effective upon execution by the Mayor of the City of Boston unless specifically stated otherwise

1. Duration:

The parties’ collective bargaining agreement shall be extended for three (3) years, commencing on July 1, 2003 and ending on June 30, 2006

2. Agreement:

Amend to read as follows:

“THIS AGREEMENT made under Chapter 150E of the general Laws, by and between the City of Boston, hereinafter called “the City” or the “Municipal Employer”, acting by and through its Mayor or its Office of Labor Relations ”

3. **Article VI – Discharge and Discipline:**

Amend Section 1, Paragraph 1 to read as follows:

Section 1 No employee either Civil Service or non-Civil Service, who has completed six (6) months of actual work shall be disciplined, suspended, demoted, or discharged except for just cause. Any period or periods during the first six (6) months of service for which an employee is not paid (including as little as one (1) day) shall extend the probationary period by that amount of time. For the purpose of treating employees equitably who are working at less than a full-time capacity, the probationary period for such employees shall be considered complete after the employee has actually worked 910 hours (35 hours per week for 26 weeks). Any employee's probationary period may be extended at the discretion of the City up to a maximum of three (3) months of actual work. The employee will be notified in writing of the length and reason for the extension.

4. **Article VIII – No-Strike Clause:**

Add the following to the first sentence of section 2:

“ . . . in connection therewith, and failure to comply will result in waiver of the just cause provision of the Agreement.”

5. **Article IX – Stability of Agreement:**

Amend section 1, paragraph 1 by deleting “parties hereto ” New section 1 shall read as follows:

“No agreement, understanding, alteration or variation of the Agreement's terms or provisions herein shall bind the parties hereto unless made and executed in writing by the City's Office of Labor Relations and the Union.”

6. **Article XIII – Vacation Leave:**

Amend section 3 to read as follows:

“For the purposes of determining vacation leave under Section 2(c) of this Article, service within the Commonwealth of Massachusetts, the City of Boston, or the County of Suffolk shall be included in computing length of service. However, the number of years computed and credited shall be capped at nine (9) years.” All members of the bargaining unit who are on the payroll as of the effective date of this Agreement, which shall be complete upon execution by the Mayor, shall be exempt from the terms of this provision¹

¹ The current NCFO members are: James Kearns, Dennis Sholes, Peter Millerick, Mark Mulkern, Charles P. Leahy, Michael Keogh, John Hickey, and John A. Gleeson

7. **Article XIV – Sick Leave:**

Modify Section 9, sentence two as follows:

“The City shall redeem no more than **thirty percent (30%)** of the total accumulative sick leave at a rate of pay which is the average of the employee’s rate of pay for the last three (3) years of service ”

8. **Article XIX – Compensation:**

Modify section 1 as follows:

FY 04

Effective July 5, 2003 2% base wage increase

FY 05

Effective October 2, 2004 2.5% base wage increase

FY 06

Effective October 1, 2005 2.5% base wage increase
Effective June 30, 2006 1% base wage increase

Add the following sentence to the end of section 9 (Health Insurance):

“The City expressly reserves its right to add to or subtract from the health insurance plans offered to its employees, in accordance with M G L c 32B.”

9. **Article XXI – Duration of Agreement:**

Amend as follows:

The parties’ collective bargaining agreement shall be extended for three (3) years, commencing on July 1, 2003 and ending on June 30, 2006. Accordingly, delete current dates as reflected in Article XXI and replace with “June 30, 2006”, “July 1, 2006”, and “March 15, 2006,” respectively.

(continued on the next page)

In witness whereof, the City of Boston and NCFO Local 3, have caused this Agreement to be signed, executed and delivered on the 4th day of October, 2004

For the City:

Thomas M. Menino 10-4-04
Thomas M. Menino,
Mayor

For the Union:

Edmund Gabriel
Edmund Gabriel, Assistant Business
Agent

Dennis A. DiMarzio 10/1/04
Dennis A. DiMarzio,
Chief Operating Officer

Michael Keogh
Michael Keogh,
Bargaining Committee

Lisa C. Signori 9/30/04
Lisa C. Signori,
Chief Financial Officer

Joseph A. Sarno, Jr. 9/29/04
Joseph A. Sarno, Jr., Esq., Acting Director
Office of Labor Relations

Vivian Leonard 9-30-04
Vivian Leonard, Director
Office of Human Resources

Michael Galvin 9-30-04
Michael Galvin,
Chief of Basic Services

Approved as to Form:

Merita A. Hopkins 9-29-04
Merita A. Hopkins, Esq.
Corporation Counsel