

MEMORANDUM OF AGREEMENT
CITY OF BOSTON
AND
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (IAFF), LOCAL 718
2017-18 & 2018-2021

On October 17, 2018, the parties reached a tentative agreement on both the July 1, 2017 through June 30, 2018 and the July 1, 2018 through June 30, 2021 agreements, subject to ratification by IAFF, Local 718, approval by the Mayor, and funding by the Boston City Council. This three (3) year agreement shall not take effect unless and until IAFF, Local 718 has ratified and the Mayor has approved and the Boston City Council has funded the prior one (1) year agreement. This three (3) year agreement is the product of successor collective bargaining to the July 1, 2014 through June 30, 2017 between the City of Boston and IAFF, Local 718. This agreement is effective July 1, 2018 through June 30, 2021.

This Memorandum of Agreement (“Agreement”) is made pursuant to Massachusetts General Laws Chapter 150E between the City of Boston (“City”) and the International Association of Fire Fighters, Local 718.

This Memorandum of Agreement supplements and amends the Collective Bargaining Agreement effective July 1, 2014 through June 30, 2017. Except as expressly provided below, the parties agree that the terms and provisions of their Collective Bargaining Agreement effective July 1, 2014 through June 30, 2017 shall be extended without modification for the period commencing on July 1, 2018 through June 30, 2021.

1. Article XX – Compensation, Section 1: Increase base wages as follows:

Effective First Pay Period (FPP) July 2018 – 2%

Effective FPP July 2019 – 2%

Effective FPP July 2020 – 2%

2. Article XX – Compensation, Section 2 - Night Differential:

- Effective FPP July 2018 increase night differential by one percentage point from 10.5% to 11.5%
- Effective FPP July 2019 increase night differential by one percentage point from 11.5% to 12.5%

To incorporate into CBA amend Section 2 to read as follows:

...

Effective FPP July 2018 the night differential shall be increased by 1 percentage point to be computed as eleven and five tenths percent (11.5%) of the base weekly compensation in effect as of FPP July 18 pursuant to the following schedule:

...

Effective FPP July 2019 the night differential shall be increased by 1 percentage point to be computed as twelve and five tenths percent (12.5%) of the base weekly compensation in effect as of FPP July 19 pursuant to the following schedule:

3. Article XX. Compensation, Section 3 – Hazardous Duty

- Effective FPP July 2018 increase Hazardous Duty differential by one percentage point from 8.75% to 9.75%.
- Effective FPP July 2019 increase Hazardous Duty differential by one percentage point from 9.75% to 10.75%.

To incorporate into CBA amend Section 3 to read as follows:

...

Effective FPP July 2018, the hazardous duty/specialist compensation is computed as nine and three-quarters percent (9.75%) of the base weekly compensation in effect as of FPP July 2018 pursuant to the following schedule:

...

Effective FPP July 2019, the hazardous duty/specialist compensation is computed as ten and three-quarters percent (10.75%) of the base weekly compensation in effect as of FPP July 2019 pursuant to the following schedule:

...

4. Article XX. Compensation, Section 11 – EMT Specialist Pay

- Effective FPP July 2018 increase EMT Specialist Pay differential by one and one-half percentage points from 2% to 3.5% of the weekly compensation of a firefighter in the third year of service.

- Effective FPP July 2019 increase EMT Specialist Pay differential by one and two-tenths percentage points from 3.5% to 4.7% of the weekly compensation of a firefighter in the third year of service.

To incorporate into CBA amend Section 11 to read as follows:

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 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.

Effective FPP July 2018, all EMT certified members shall receive three and five tenths percent (3.5%) of the weekly compensation of a Firefighter in the third (3rd) year of service.

Effective FPP July 2019, all EMT certified members shall receive four and seven-tenths percent (4.7%) of the weekly compensation of a Firefighter in the third (3rd) year of service.

5. Article X. Holidays

Amend Section 2 as follows:

Section 2. When any of the aforementioned holidays falls on an employee's scheduled workday or on an employee's scheduled day off or during his vacation or during any period of an employee's paid injured leave, he shall receive, for each such holiday, in addition to his regular weekly compensation, an additional day's pay, computed as one-fourth (1/4) of his regular weekly compensation. Effective thirty (30) days from City Council funding of this Agreement, the additional day's pay shall be computed as .27% of his regular weekly compensation.

6. Article XX, Section 10 Wellness

Add the following new paragraph:

Effective FPP July 2019, all members meeting the requirements outlined in the first paragraph of this provision, regardless of start date, shall receive one percent (1%) of the weekly compensation of a Firefighter in the third (3rd) year of service. This payment will be made weekly and become part of base pay solely 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.

7. Article VIII. Paid Details:

Amend Section 2D as follows:

Effective thirty (30) days from funding increase the paid detail rates by \$2.

Effective the FPP July 2019 increase the paid detail rates by \$2.

Effective the FPP July 2020 increase the paid detail rates by \$4.

Amend Section 12 as follows:

Section 12. There shall be a four (4) hour minimum on all paid details. Effective thirty (30) days after funding, details that exceed four (4) hours shall be paid as eight (8) hours to the eighth (8th) hour.

8. Article XIX. Miscellaneous, Section 23. Maternity Leave:

Add new Subsection 23a. Paid Parental Leave:

Every employee covered by this Agreement shall be granted medical and/or parental leave consistent with the Department's Leave Policies and the Collective Bargaining Agreement. Concurrent with these policies and provisions in the CBA, effective upon funding by the City Council of this Agreement, [DATE], employees covered by this Agreement may also be granted paid parental leave consistent with the City's Paid Parental Leave Policy. Such Paid Parental Leave shall run concurrent with the Department's Leave Policies, the Maternity Leave Policy in Section XIX. 23 of this Agreement, and any other applicable approved leaves of absence, including those covered by the Family and Medical Leave Act and the Massachusetts Parental Leave Act. The Union waives its right to bargain over the City's decision and any impacts associated with such decision to change or eliminate the Paid Parental Leave Policy. Employees utilizing Paid Parental Leave cannot work overtime or details while on that Leave. The City will provide thirty (30) day notice to the Union of any change to or elimination of the Paid Parental Leave Policy.

9. Article XIX. Miscellaneous, Section 9A and 9B. Personal Leave:

Amend Section 9A as follows:

In each fiscal year, all employees of both units shall be entitled to three (3) twenty-four (24) hour personal leave work shifts off from their regular schedule without loss of compensation. Personal leave shifts shall be taken in twenty-four (24) hour increments.

Amend Section 9B as follows:

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~~FPP July 2019, and in each contract year thereafter, an employee participant will be entitled to take ~~three (32)~~ twenty-four (24) hour personal leave work shifts as paid, rank for rank tours, that is, as tours to be filled-in on an overtime basis.

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

3. Conditions for Program Participation:

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

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

(1) to participate in the Program or Benefit as to all three (3) annual personal leave shifts;
or

(2) to not participate at all in such Program or Benefit.

C. Notwithstanding the provisions of subparts 3A and 3B, above, employees who have indicated on or before a given June 1st their intended participation in the Program or Benefit for the next contract year can, on or before the immediately following January 1st, indicate to the Department their intention to carry over to the immediately following

contract year all or any portion of their unused personal leave or entitlement for the current contract year. Upon such carry over declaration, the number of personal leave shifts 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 three (3) personal leave shifts 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 six (6) personal leave rank for rank overtime shift opportunities in said following year.) Such carry over declaration on or before January 1st is to be made pursuant to a system agreed upon by Local 718 and the Fire Commissioner.

D. Notwithstanding the provisions of subparts 2, 3A and 3B, above, employees who have indicated on or before a given June 1st their intended participation in the Program or Benefit for the following contract year and who, during that year, are prevented from full or partial participation in the Program or Benefit because of injured on duty leave or sick leave, automatically will carry over such personal leave as is unused because of such injured on duty leave or sick leave to the following contract year and such carried over amount of personal leave will be included for such employee in the Program or Benefit in such following contract year.

E. Rank for rank personal leave shifts can be taken at any time except on contractual paid holidays.

F. The Fire Commissioner and the Local 718 President agree to meet and to confer regarding the details of the implementation and on-going administration of the Program and Benefit.

G. Uniformed members of the Headquarters Division of the Fire Department who do not work on the four (4) group rotating shift system are ineligible for participation in the Program.

H. Allocation of overtime for members of the officer ranks and their equivalents who participate in the Benefit shall be in accordance with Section 9E of this Article.

4. Provisions Regarding Personal Leave Shifts 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 shift entitlement on any shift, with the exception of a contractual holiday; provided, however, that such shifts do not require an overtime fill-in.

B. On and after July 1, 1986, the scheduling of such non-Program, non-Benefit personal leave shifts 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 shifts 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 shifts 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-half (1/2) of the employee's regular weekly compensation at the time of such death or retirement for each accumulated personal leave shift to a maximum of sixteen (16) such shifts. 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 sixteen (16) accumulated personal leave shifts will be allowed to use all such shifts to excess of the sixteen (16) shifts to be compensated as leave in the year prior to the employee's retirement. (The current two (2) for three (3) accumulation shall be deleted and replaced by said full accumulation and usage prior to retirement of all unused personal leave.) Any portion of an employee's FY79 annual personal leave entitlement not used by the employee in FY79 shall be accumulated for use prior to retirement in accordance with the foregoing.

10. Article XI – Vacations

Amend Section 6 as follows:

Effective ~~January 1, 2002~~ January 1, 2019, ~~for all~~ employees entitled to five two (52) or more weeks of annual vacation weeks may take, at such employee's annual option, ~~such fifth (5th) one week (two 24-hour work shifts), and the equivalent of such vacation measure for employees not on a rotating tour schedule) can be taken as single vacation work shifts (two 24-hour work shifts)~~ as follows:

1. Employees seeking to utilize a single work shift shall notify his/her immediate supervisor prior to 8:00 am on the day prior to the work shift that he/she seeks off.
2. ~~Such single vacation work shifts may be taken only during the non-scheduled vacation period as well as the D and E vacation periods.~~

~~3.2. Such single vacation work shifts may not be taken in the work shift on the night before or on the day/night of~~ shall not be taken on Christmas, Thanksgiving and/or New Years any contractual holidays.

4.3. Such single vacation work shifts shall be covered in each rank in accordance with the relevant provisions set forth in Article IX(A), Extra Duty Pay for Vacation Fill-Ins, and Appendix D for Officers and Article XIX, Section 9(C) for Firefighters, with the sole exception that overtime tours can occur during the "D" vacation period and the non-scheduled vacation period to cover these single tour vacations. There will be no change in the number of guaranteed overtime hours.

5.4. Such single vacation work shifts shall be taken in 24 hour increments.

6.5. The provisions of this article do not apply to Headquarters personnel.

11. **Amend Article XIX, Section 9E(2) – Acting/Overtime** - to allow:

- members on a Civil Service list acting out of grade shall be allowed to return to their Company to work Personal Tour of Vacation overtime at their permanent rank. *(Specific language to be discussed.)*
- when the Civil Service Acting Captain List has been exhausted with nobody accepting the vacant position, the position shall be offered to the Senior Lieutenant in the District/Division/Citywide; If at any time a member wishes to remove his/her name from the Seniority 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. If all members of a District have removed their names from the Seniority List, the junior Lieutenant in the District shall be forced to fill the vacancy.

12. **Article IX(A), Section 1**

Add the following provision to subsection 1:

Effective upon funding of this Agreement, 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 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.

13. **Amend ARTICLE IX (B) – Temporary Service in a Higher Rank as follows:**

Section 3. Vacancy Coverage Due to Officer Sick Leave:

- a) Whenever there is a temporary absence of an Officer due to the use of Sick Leave, the vacancy for the 1st shift, in whole or in part, up to 24 hours, and any coverage resulting from the vacancy, shall be covered as follows:

- i. Fire Lieutenant: The first (1st) 24 hour shift or the balance thereof 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) 24 hour shift or the balance thereof. In the event no qualified Senior Firefighter is available on the Company and Group, the senior qualified Firefighter in the House/District/Division/City-wide on the Group involved shall cover the first (1st) 24 hour shift or the balance thereof.
- ii. Fire Captain: The first (1st) 24 hour shift or the balance thereof shall be covered by the senior Fire Lieutenant in the District on the Group involved. In the event that no Fire Lieutenant is available within the District, the most senior Fire Lieutenant within the Division/City-wide shall cover the first (1st) 24 hour shift or the balance thereof.
- iii. District Fire Chief: The first (1st) 24 hour shift or the balance thereof shall be covered by the senior Fire Captain in the District on the Group involved. In the event that no Fire Captain is available within the District, the most senior Fire Captain within the Division/City-wide shall cover the first (1st) 24 hour shift or the balance thereof.
- iv. Deputy Fire Chief: The first (1st) 24 hour shift or the balance thereof shall be covered by the senior District Fire Chief within the Division on the Group involved. In the event there is no District Fire Chief available within the Division, the most senior District Fire Chief City-wide shall cover the first (1st) 24 hour shift or the balance thereof.

b) Upon the expiration of the first (1st) 24 hour shift, a Pool Officer, if available, shall cover the Officer's absence.

c) In the event no Pool Officer is available, the second (2nd) through eighth (8th) 24 hour shifts shall be covered as follows:

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

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

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

d) If at any time during this coverage a Pool Officer becomes available, said Pool Officer shall fill the temporary absence.

e) The ninth (9th) and subsequent 24 hour shifts 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 Citywide 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 ninth (9th) and subsequent 24 hour shifts shall be based upon seniority.

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

h) If at any time there is no member on the Civil Service list to cover the absence of a Lieutenant, Captain, District Fire Chief, or Deputy Fire Chief on the Group involved, the

coverage will revert to seniority coverage for the rank involved on the Group involved up to, and including, the twelfth tour for Injury Leave, and the sixteenth (16th) tour for sick.

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

For the City of Boston:

International Association of Firefighters,
Local 718


