MEMORANDUM OF AGREEMENT <u>CITY OF BOSTON</u> AND

<u>INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (IAFF), LOCAL 718</u> 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 one (1) 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 subsequent three (3) year agreement. This one (1) 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, 2017 through June 30, 2018.

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, 2017 through June 30, 2018.

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

Effective First Pay Period (FPP) July 2017 - 2%

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

• Effective FPP July 2017 increase night differential by one percentage point from 9.5% to 10.5%.

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

Effective FPP July 2017 the night differential shall be increased by 1 percentage point to be computed as ten and five tenths percent (10.5%) of the base weekly compensation in effective as FPP July 2017 pursuant to the following schedule:

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

• Effective FPP July 2017 increase Hazardous Duty differential by one percentage point from 7.75% to 8.75%.

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

Effective FPP July 2017, the hazardous duty/specialist compensation is computed as eight and threequarters percent (8.75%) of the base weekly compensation in effect as of FPP July 2017 pursuant to the following schedule:

4. Amend ARTICLE VII - Hours of Work and Overtime as follows:

Section 1. The parties agree to adopt a twenty-four (24) hour shift schedule appended hereto with a 1/2/1/4 configuration, meaning one (1) twenty-four (24) hour work shift followed by two (2) twenty-four (24) hour off-work periods, followed by one (1) twenty-four (24) hour work shift, followed by four (4) twenty-four (24) hour off-work periods. A twenty-four (24) hour work shift shall consist of a ten (10) hour day tour followed by a fourteen (14) hour night tour, always in the aforementioned order, and beginning at 0800 hours of one calendar day and terminating at 0800 hours on the next calendar day. A tour is defined as a part of a work shift to include: a ten (10) hour day tour commencing at 0800 hours and extending to 1800 hours and a fourteen (14) hour night tour commencing at 1800 hours and extending to 0800 hours of the next calendar day. The regular workweek for all employees covered by this agreement shall be as follows:

5. Amend Article XVII: Injury Leave as follows:

PART C (B) - Limited Duty:

3. [T]he Union shall submit a list of ten (10) board certified physicians both in orthopedics, psychiatrists and as internists to serve as IME's (20 30 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.

6. Amend Article XIX, Section 19 as follows:

The Fire Commissioner shall submit a requisition for the permanent promotional appointment of an officer or rank equivalent of the Fire Alarm Division forthwith but in no event later than three (3) working days immediately following the occurrence of a vacancy in an officer rank or rank equivalent of the Fire Alarm Division or upon a member's completion of the 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.

7. Appendix E (Drug and Alcohol Policy), Section XI:

Pursuant to subsection 11.3 (Collection, Testing and Storage of Specimen)(d), BFD shall include the following among the opiate category of "drugs, classes of drugs, or their metabolites," randomly tested: hydrocodone, oxycodone, hydromorphone and oxymorphone.

8. Amend Article II Union Security/Anti-Discrimination as follows:

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, color, religion, creed, national original, ancestry, military status, sex, sexual orientation, gender identity, age, disability, citizenship, genetic information or membership in any other protected class protected under federal or state law.

9. Fire Inspections

All inspections shall be conducted by bargaining unit personnel except that the Department's engineers may also conduct inspections.

For the City of Boston:

International Association of Firefighters,

John F. Walsh Sean F. Willy