

**CONTRACT  
BETWEEN**

**THE CITY OF REVERE**

**AND**

**REVERE FIREFIGHTERS LOCAL 926  
INTERNATIONAL ASSOCIATION  
PROFESSIONAL FIREFIGHTERS OF MASSACHUSETTS AFL-CIO**

**JULY 1, 2024**

**TO**

**JUNE 30, 2027**

## TABLE OF CONTENTS

		PAGE
ARTICLE 1	RECOGNITION AND BARGAINING UNIT	3
ARTICLE 2	UNION SECURITY	3
ARTICLE 3	MANAGEMENT RIGHTS	3
ARTICLE 4	24 HOUR WORK SCHEDULE	3
ARTICLE 4A	PAYROLL, TIME AND ATTENDENCE	5
ARTICLE 5	OVERTIME	5
ARTICLE 5A	COURT TIME	6
ARTICLE 6	VACANCY IN SUPERIOR OFFICER RANK	6
ARTICLE 7	FIRE WATCH DUTY	8
ARTICLE 8	HOLIDAYS	8
ARTICLE 9	VACATIONS	9
ARTICLE 10	SICK LEAVE	10
ARTICLE 10A	LIGHT DUTY	11
ARTICLE 11	SUBSTITUTION OF TOURS OF DUTY	12
ARTICLE 12	FUNERAL LEAVE	13
ARTICLE 13	BUSINESS LEAVE	13
ARTICLE 14	CLOTHING ALLOWANCE	13
ARTICLE 15	INDEMNIFICATION	14
ARTICLE 16	WAGES	14
ARTICLE 17	EDUCATION INCENTIVE/CAREER AWARDS	16
ARTICLE 18	EMPLOYEES COMMUNICATION OBLIGATION	17
ARTICLE 19	PAYROLL DEDUCTION OF DUES AND AGENCY FEE	18
ARTICLE 20	SAVINGS CLAUSE	18
ARTICLE 21	MUTUAL CONSENT RE-OPENER	18
ARTICLE 22	GRIEVANCE PROCEDURE	18
ARTICLE 23	HAZARDOUS DUTY	20
ARTICLE 24	HEALTH AND INSURANCE PLAN	20
ARTICLE 25	PERSONNEL FILES	21
ARTICLE 26	PERSONAL LEAVE	21
ARTICLE 27	E.M.T. & DEFIBRILLATOR CERTIFICATIONS	21
ARTICLE 28	ALCOHOL AND DRUG TESTING	22
ARTICLE 29	CIVILIAN FLEET MECHANIC	23
ARTICLE 30	DURATION OF AGREEMENT	24

***THIS AGREEMENT*** - by and between the City of Revere, hereinafter referred to as "City", and Revere Firefighters, Local 926, International Association of Firefighters, hereinafter referred to as "Union", is designed to maintain and promote a harmonious relationship between the City and such of its employees who are within the provisions of this Agreement, in order that more efficient and progressive public service may be rendered and a more equitable employment relationship established.

***THEREFORE***, - in consideration of the mutual promises and agreements herein contained, the parties hereto mutually agree as follows:

#### **ARTICLE 1. - RECOGNITION AND BARGAINING UNIT**

1.1 The City hereby recognizes the Union as the sole and exclusive representative bargaining agent for the bargaining unit of all uniformed employees of the Fire Department, employed by the City, including the Fleet Mechanic but excluding the Chief of the Department.

1.2 Bargaining unit work shall not be assigned to or performed by persons not of the bargaining unit.

1.3 The term "employee", as used herein, refers to each person in the bargaining unit.

#### **ARTICLE 2. - UNION SECURITY**

2.1 The City agrees not to discharge, discriminate, interfere, restrain, or coerce in any way against employees covered by this Agreement on account of Union membership or lawful Union activities as provided for under Section 10 of Chapter 150E of the Massachusetts General Laws.

#### **ARTICLE 3. - MANAGEMENT RIGHTS**

3.1 The City reserves the exclusive right to issue reasonable department rules and regulations governing the conduct of the Department, provided they are not and shall not be in conflict or inconsistent with the terms or provisions of this Agreement and provided further that nothing shall preclude the Union from challenging the reasonableness of the rules in themselves or as applied. The rules and regulations of the Department are, by this reference, incorporated herein and made part of this Agreement; and such rules, regulations, and orders may be applied when not inconsistent or in conflict with this Agreement.

3.2 The City retains all rights it had prior to the signing of this Agreement except as such rights are modified by this Agreement.

#### **ARTICLE 4. - 24 HOUR WORK SCHEDULE**

The regular work week for all employees who perform firefighting duties shall not be more than forty-two (42) hours per week - averaged.

4.1.01 The Union agrees to waive all claims due to work in excess of 42 hours, over an eight-day cycle to facilitate the schedule change.

##### **SCHEDULE:**

4.2.01 The schedule for all personnel assigned to firefighting operations will consist of two (2) twenty-four (24) hour periods every eight (8) calendar days.

- 4.2.02 - An 8-day cycle will be broken down as follows:  
- a 24-hour shift to commence at 0800 hrs. to 0800 hrs. the following day,  
- off 0800 hrs. to 0800 hrs. - work 0800 hrs. to 0800 hrs. - off for 120 hrs.

**VACATION:**

4.3.01 A week's vacation shall consist of two 24-hour periods and commence on the first tour following 120-hour time off period.

4.3.02 Members may select 2 weeks' vacation (4-24-hour periods) non-consecutive, after all annual vacation is selected.

**HOLIDAY TIME:**

4.4.01 If a member chooses time off, in lieu of holiday pay, he/she will be granted ten (10), 24-hour periods off. Periods cannot be broken down to less than 24-hour periods.

**SICK LEAVE:**

4.5.01 Members reporting sick prior to 0800 on a scheduled tour will be charged with two (2) sick days.

4.5.02 Members leaving work because of illness prior to 1200 hours will be charged two (2) days.

4.5.03 Members leaving after 1800 hours will be charged one (1) day.

4.5.04 Members leaving after 2100 hours will not be charged sick leave.

4.5.05 Members calling in sick shall do so prior to 0645 hours on the day of tour.

**EXCHANGE OF DUTY:**

4.6.01 Exchange of duty will be limited to thirty (30) tours per calendar year. Each 24-hour period will be considered two (2) tours.

4.6.02 A tour is defined as 0800-1800 and 1800 to 0800 for purposes of exchange of duty. Each period will be considered one (1) exchange of duty.

**OVERTIME:**

4.7.01 Overtime opportunities will be offered for 0800-1800 and 1800-0800 periods.

**UNION OFFICERS AND DELEGATES:**

4.8.01 Convention Time: All scheduled tours during the dates of the convention will be granted off.

**JURY DUTY:**

4.9.01 Members will be dismissed from duty at 2000 hours on the evening before the day of jury duty, and will return to work within three (3) hours after completion of jury duty if the completion of jury duty occurs on a scheduled workday.

**DURATION:**

4.10.01 This article (Article 4) - shall continue to prevail during the operation of the 24-hour schedule. It is expected that negotiations will be held between the parties to formally amend all contract articles which conflict so as to produce a more concise agreement at some future date.

#### **ARTICLE 4A. – PAYROLL, TIME AND ATTENDENCE**

The City and Union agree to work collaboratively towards a new system of payroll upgrades and improvements, specifically a new digitized time and attendance program to be used to manage and monitor the processing of payroll and keeping track of attendance and paid time off.

#### **ARTICLE 5.- OVERTIME**

5.1 Whenever any employee shall be required to remain on duty or is requested to work for any period in excess of his regular hours of duty, as from time to time established, he shall be given time off equal to such period of overtime duty or at the employee's option, he shall be paid for such period of overtime duty at such an hourly rate as may be determined by the appointing authority in charge of the Fire Department, which rate shall in no event be less than one and one-half of the basic hourly rate of his regular compensation for his average hours of regular duty. If an employee is held over beyond the end of his scheduled shift for more than fifteen (15) minutes but less than sixty-one (61) minutes, he shall be paid for one (1) hour at the above rate. If held over for more than one (1) hour he shall be paid at the above rate for the amount of time held over rounded up to the next full hour. An employee who selects equivalent time off may designate a first and second choice as to when such time off will be taken, and the Chief shall decide which of the two designated choices shall be granted.

5.2 Employees, if required to work in excess of the hours set forth in ARTICLE 4 above, will do so on a voluntary basis.

5.3 The employees recognize the lawful exception of ARTICLE 4 above, in that members may be summoned and kept on duty because of a conflagration and general alarm fire within the City limits, which incidents will not be subject to additional compensation payment for such additional hours worked by off-duty employees. However, similar incidents in other communities requiring additional duty time of the employee will be subject to compensation as provided for in this Article.

5.4 Call Back – An employee who is off-duty and who is called back into service shall receive a minimum of four (4) hours at a rate no less than time and one-half of the basic hourly rate of his regular compensation for his average hours of regular duty. Said four (4) hours shall include the time of receipt of the call at his place of abode, and he, the employee, will be permitted not more than one (1) hour to arrive at the place of abode.

5.5 Each member of the Department who is called back shall be given an option of taking time-off, rather than pay, for the call-back period of time. He shall give to the Chief two (2) designated days on which he wishes to take his equivalent time off. If neither day is acceptable to the Chief, he may then submit a third day to the Chief. If this is not acceptable to the Chief, he then may take his pay for the equivalent time, computed as in 5.4 above.

5.6 Scheduled overtime work shall be distributed equally to employees working within the same job classification.

5.7 On each occasion the opportunity to work overtime shall be offered to the employee, within the job classification, who has the least number of overtime hours to his credit at that time. If this employee does not accept the assignment, the employee with the next fewest number of overtime hours to his credit shall be offered the assignment. This procedure shall be followed until the required employees have been selected for the overtime work.

5.8 At the beginning of each calendar year, the Chief of the Department shall be responsible for the preparation and posting of the schedule, listing all employees who have indicated their desire for overtime opportunities if and when they may occur during such calendar year. Such schedule shall list the names of each

employee in order of their departmental seniority and by grouping of job classification, such as Deputy, Captain, Lieutenant and Firefighter.

5.9 Firefighters, who have been qualified as Apparatus Drivers, Tiller men, Ambulance Drivers, Fire Alarm Operators, shall be credited by identity as to their qualifications on the schedule alongside their name.

5.10 The Chief shall forward to the Union, a copy of the schedule of employees listed for overtime opportunities, ten days prior to posting in each fire station.

#### **ARTICLE 5A. - COURT TIME**

5.A.1 Whenever an employee is required by the Department to testify on his off-duty time in court (or on a deposition) in a legal proceeding that arises from his employment with the Revere Fire Department the employee will be compensated for such time at a rate no less than time and one-half of the basic hourly rate of his regular compensation for his average hours of regular duty. The employee shall be compensated for a minimum of four (4) hours at such rate.

#### **ARTICLE 6. - VACANCY IN SUPERIOR OFFICER RANK**

6.1 The parties agree that the City may, but shall not be required to, appoint additional officers until the Department shall have a budgeted complement, exclusive of the Chief and Fleet Mechanic, 36% of which shall consist of employees in the officer rank, as further defined below, notwithstanding City Ordinance Chapter 2.51.010. It is further agreed that in determining whether the Department is maintaining the ratio of officers to the total complement, a fraction shall be rounded to the next highest whole number.

6.1.1 By way of example only, the Department complement as of April 1995, exclusive of the Chief was 103, and had these percentages been in effect, the City would have been required to maintain an officer complement of 38.

6.2 The officer complement provided in section 6.1 shall conform as closely as possible to no less than the following percentages: a minimum of 52.6% of the officers shall be lieutenants, 31.6% shall be captains, and the balance deputy chiefs. Whenever the total complement of the Department increases or decreases, the Department shall maintain the agreed upon ratio of lieutenants and captains to the total officer complement, i.e., the minimum overall complement of lieutenants and captains shall be 84.2% of the total officer complement, provided that the City shall not be in violation of the ratio of lieutenants and captains required by this section during periods where the total complement of the Department has not increased nor decreased sufficiently to warrant the appointment of three or more additional officers. In the event of a decrease in the total complement, the number of officers shall be reduced only by attrition.

6.2.1 By way of example only, in a 103 employee complement, consisting of 38 officers, exclusive of the Chief, and 65 privates, there shall be a minimum of 12 captains and 20 lieutenants. If the total employee complement increased to 106, then there shall be a minimum of either 12 captains and 21 lieutenants or 13 captains and 20 lieutenants. If the total complement increased to 114, the City shall maintain at least 13 captains and 23 lieutenants.

6.3 Whenever the rate as above in 6.1 is reduced to under 36%, the City agrees to make an appointment from an established Civil Service List or make a provisional appointment if allowed by Civil Service Rules. In either event, the City agrees to act as authorized within ninety (90) days of the rate discrepancy being reported in writing by the Union to the City Personnel Director. The Mayor agrees to seek annually and on other occasions, if necessary, an appropriation sufficient to maintain the officer complement required by this Article.

6.4 Subject to sections 6.1, 6.2 and 6.3, if any permanent vacancy occurs and/or exists for a period of ninety (90) days, in any present superior officer rank (Lieutenant, Captain, Deputy Chief), then the following shall apply:

6.4.A. In the event there is no official Civil Service list established, and permanent vacancies in any of the superior officer ranks exist and/or are anticipated, the appointing authority shall initiate the appropriate request to the Director of Civil Service for an examination forthwith to be called in order that a list may be established for the position and/or positions.

6.4.B. Upon the establishment of and/or the existence of a Certified Civil Service Promotional List for any of the Superior Officer positions, the appointing authority shall initiate the appropriate requisitions to Civil Service for certification from the existing Civil Service Lists of those employees eligible to be promoted to the respective vacant position and/or positions. If employees have the same mark, due to the rounding out of marks by the Department of Personnel Administration, the Mayor agrees to request the percentage breakdown of such marks, but reserves the right, however, to promote employees in accordance with the discretion granted him by Civil Service Law, Rules and/or Regulations.

6.4.C. Within a reasonable period of time after receipt of the eligibility list of employees, the appointing authority shall make his selection from the list of eligible employees and so promote to the permanent superior officer vacant position and/or positions, his choice of employee and/or employees to the vacant position and/or positions, provided that the obligation to promote is subject to sections 6.1, 6.2 and 6.3 above.

6.5 In the absence of any official Civil Service List for any superior officer position, and temporary vacancies occur for any reason, such vacancies shall be covered by employees in the following manner:

6.5.1 The appointing authority shall request the Director of Civil Service for the right to, and he shall, establish a Temporary Provisional Intermittent List, in the absence of any superior officer Civil Service List. Such temporary Provisional Intermittent List shall have a sufficient number of employees to cover existing vacancies designated from the position immediately below the promotional position to be temporarily covered.

6.5.2 The Employer agrees that:

- a) The selection and designation of employees to cover temporary vacancies shall be made on basis of adherence to the principle of qualifications and seniority.
- b) The designation of such employees shall be "Acting" Lieutenants, Captains, and/or Deputy Chief. Such employees when "Acting" shall receive the compensation normally paid for that position in which he is "Acting".
- c) When such lists are established, the Employer will forward a true copy to the Union.

6.5.3 It is understood and agreed that Section 6.5 of this Article is not intended to be inconsistent with Civil Service Laws, Rules or Regulations.

6.6 The Employer agrees that if any person shall work in the position of a higher officer, for any tour of duty, he shall be compensated at an additional rate of sixteen (16) percent of his basic salary for such tour, exclusive of increments. This section does not include lateral transfers of officers to cover temporary vacancies within their own group.

6.6.1 The intent of this section 6.6 is to compensate employees for out of rank service requiring substantial increases in responsibilities.

## **ARTICLE 7. - FIRE WATCH DUTY**

7.1 Whenever any private person or organization is required to, or shall seek the services of an employee of the Fire Department for fire watch duty, such work shall be rotated by the Chief of the Fire Department, or his designee, amongst those employees who volunteer for such work during their off-duty hours.

7.2 Effective September 1, 2024, the rate shall be sixty-three dollars (\$63.00) per hour; effective July 1, 2025 the rate shall be sixty-eight dollars (\$68.00) per hour; effective July 1, 2026, the rate shall be seventy-three dollars (\$73.00) per hour. (increased by fifty (.50) cents per hour for each increase in rank (when such rank is required) and may be increased from time to time by the Employer with the mutual consent of the Union. Amendments to such rates may be proposed by the Union to the Fire Chief and the Employer. A minimum of four (4) hours per detail is hereby established. Any portion of an hour worked beyond four hours shall be considered a full hour.

7.2A The following fire watch duties which exceed four (4) hours shall be compensated as eight (8) hours of regular detail pay: (1) oil farms details; (2) any hot work details (burning/ welding); (3) demolition details; (4) blasting details; (5) fire watch details for buildings with faulty alarm systems; and (6) any Firewatch Duty ordered at the chief of the department's discretion. This article shall exclude designated assigned details with specific hour assignment for fire watch duty.

7.3 Any fire watch duty over eight (8) hours shall be compensated at the rate of one and one-half times the regular hourly rate as hereby established.

7.4 In accordance with past practice, a fee has been established in the amount often (10) percent, which fee shall be added to the amount of each paid detail invoice and/or payment, and shall be credited as general funds of the City.

7.5 The City agrees to request for an appropriation to establish a Fire-Paid Detail Fund in the amount of \$25,000.00. Upon appropriation, such fund will be established and be operative with such procedures as mutually agreed to by the Union, the Department and the City Treasurer.

## **ARTICLE 8. - HOLIDAYS**

8.1 The following Holidays shall be declared "Legal Holidays":

Independence Day	New Year's Day
Labor Day	Martin Luther King Day
Columbus Day	Washington's Birthday
Veteran's Day	Evacuation Day
Thanksgiving Day	Patriots Day
Juneteenth	Memorial Day
Christmas Day	Bunker Hill Day

8.2 Each employee shall receive, in addition to his then regular weekly compensation, an additional day and one-half's pay, computed as three tenths (3/10) of his then regular weekly compensation, for each holiday set out in 8.1 hereof. Each employee shall receive a check for six (6) such holidays in one lump sum on the first pay in December and for the remaining eight (8) such holidays in one lump sum on the last pay day in June. Employees will be granted, upon request, equivalent time off in lieu of holiday pay, except that the specific day selected may be denied by the Chief for equitable and reasonable cause.



## **ARTICLE 9. - VACATIONS**

9.1 The vacation policy is set as follows:

Requisite Years Continuous Service	Vacation Entitlement
After one (1) year	Two (2) weeks
Five (5) or more years	Three (3) weeks
Ten (10) or more years	Four (4) weeks
Twenty (20) or more years	Five (5) weeks

9.1A A week of vacation shall consist of four tours of duty.

9.2 An employee shall not lose his vacation pay if incapacitated because of an injury or illness incurred in the line of duty. In such cases, his vacation pay shall be transmitted to him or to his estate with his last paycheck due in any calendar year.

9.2A In no event shall an employee receive more than fifty-two (52) weeks of pay in any calendar year under this Section 9. If an employee is incapacitated because of injury or illness incurred in the line of duty and is unable to take the vacation time to which he is entitled in a given calendar year, his vacation time may be carried forward to the next calendar year after he returns to duty and taken at a time mutually agreed to by the Chief of the Department and said employee.

9.3 The annual vacation periods shall be so arranged and established by the Fire Chief so as to permit such periods to be extended through December 31<sup>st</sup> on which date all vacations shall be terminated, except as provided in Section 9.2 above.

9.3A The selection of such vacation periods as established by the Fire Chief shall be made in the following order:

9.3A.1 Deputies by seniority in the positions in the grade shall select their choice of vacation periods.

9.3A.2 Captains by seniority in the positions in the grade shall select their choice of vacation periods.

9.3A.3 Lieutenants by seniority in the positions in the grade shall select their choice of vacation periods.

9.3A.4 Privates by seniority in the positions in the grade shall select their choice of vacation periods.

9.3A.5 It is fully understood that the vacation period will run through December 31<sup>st</sup> however, all employees are encouraged to take their vacations during the school vacation period - summer months. It is further fully understood that, at all times, the Chiefs priority orders as to tours and stations and quantity of personnel must be complied with. All vacations must consist of weeks (not necessarily consecutive) except if no two (2) week period in the summer period is available, each man at that time may select a one (1) week period in the summer months, followed by another week when and if it is available, on the next round of vacation pick according to seniority.

9.4 An employee shall lose his vacation pay and/or his eligibility for vacation periods in the following calendar year if he is absent from duty for any reason other than injury or illness incurred in the line of duty and/or vacation leave for more than 91 tours of duty in any calendar year.

## **ARTICLE 10. - SICK LEAVE**

10.1 Each employee shall be, when entitled thereto, granted sick leave aggregating not more than fifteen (15) days in any year, without loss of pay. Sick days shall accrue to each employee on the basis of one and one quarter (1¼) days for every month of continuous service. Sick leave allowances not used in any particular year may be accumulated up to three hundred (300) days. The term "days" as used in this section shall be defined as work days selected from each employee's regularly scheduled tour of duty.

### **10.2 Sick Leave Incentive Program:**

10.2 A Annual "Buy Back" Program - The program commences with the first tracking year April 1, through December 31, 1996, thereafter the tracking will be calendar year. The following parameters will apply:

- 0-2 sick days he/she may buy back one regular weeks' salary= 4 tours
- 0-3 sick days he/she may buy back 80% or 3 tours, whichever applies, of a regular week's salary
- 0-4 sick days he/she may buy back 60% or 2 tours, whichever applies, of a regular week's salary
- To be eligible to participate in the program, employees must have a minimum of thirty (30) sick days accumulated.
- This incentive is available only to those employees who use 4 or fewer sick days in a calendar year.

10.2B Retirement "Buy Back" Program - If an employee has a minimum of fifty (50) sick days accrued as of his/her retirement date, he/she may receive a cash payment in accordance with the following:

- 100 or less accumulated sick days buy back rate is \$40.00 per day
- 100-200 accumulated sick days buy back rate is \$ 40.00 per day for first 100 days and \$60.00 per day for accumulated time between 101 and 200
- More than 200 accumulated sick days buy back first 100 at \$40.00 per day, 101-200 at \$60.00 per day and \$75.00 per day for accumulated time between 201 and 300.

10.3 In the event of an employee's death, payment for such accumulated sick leave shall be made to a beneficiary designated by the employee in writing to the Fire Department, or in the absence thereof, to his estate.

## **ARTICLE 10A. - LIGHT DUTY**

10A.1 Notwithstanding General Laws Chapter 41, Section 111F, each employee, otherwise entitled to the benefits of such law, shall, after a total absence of 150 calendar days relative to a specific entitlement, be eligible for Light Duty assignment in accordance with the terms of this article.

10A.2 At the direction of the Chief and the needs of the Department, Light Duty may be required until such time as such member is certified to perform full firefighting duties or is retired.

10A.3 Light Duty shall be limited to the duties such employee is capable of performing, such as: 1) Fire Prevention Inspections, 2) Fire Alarm, 3) Clerical Duties, 4) Coordination and Conduct of Training Seminars and the like, and 5) Fire Safety Instructions to School Children both in and out of schools. Light Duty may not include Fire suppression activities. Fire Alarm/Call Taking shall conform to the regular Fire Alarm schedule, whereas all other activities will be limited to 0800 to 1600 hours Monday through Friday.

10A.4 After an employee is receiving the benefits of said Section 111F for a specific entitlement for a period of 120 calendar days, the Chief may request an evaluation of the employee by the employee's treating physician, relative to his continued entitlement and whether he qualifies for Light Duty as described herein.

10A.5 If such treating physician determines that the entitlement is no longer valid, then the employee shall report for full duty within seven days of such report.

10A.6 If such treating physician determines that such entitlement should continue, and that Light Duty, as described herein, is appropriate for the employee, then after the full 150 calendar days, the employee shall report to the Chief for any available Light Duty.

10A.7 If such treating physician determines that such entitlement should continue, and that Light Duty, as described herein, is not appropriate for the employee, then the Chief may accept such opinion or, upon request of the Chief, the employee shall give a release of his medical information, relating to the injury, to the City and request copies be sent to a physician selected by the City, (City Doctor) for his determination as to whether Light Duty is appropriate. A request for reexamination by the City Doctor may not be required more often than every two months. If Light Duty becomes inappropriate, reassignment to firefighting duties will be made within ten (10) days of such determination.

10A.8 If, at any time, the opinions, relative to the appropriateness of Light Duty, of the treating physician and the City Doctor are opposite, then the Chief may require the employee to be examined, at the expense of the City, by a third physician, mutually selected by the Union and the City, for an opinion relative to the appropriateness of Light Duty.

10A.9 The opinion of the third physician as above will be final and accepted by all parties and may not be requested more than every three months.

10A.10 Employees on such specific entitlement as above for less than 150 days may request in writing assignment to Light Duty. Such request shall be accompanied by an opinion from the treating physician that such Light Duty as set out herein is appropriate for such employee and shall contain a release of medical records appropriate, relating to the injury, for the use of the City Doctor. If, at that time Light Duty is available, such employee shall be examined by the City Doctor and his opinion as to appropriateness of Light Duty shall govern.

10A.11 Employees on such specific entitlement as above who have applied for Accidental Disability Retirement prior to 150 days of such entitlement shall not be compelled to perform Light Duty prior to a denial of such application by a Regional Medical Panel.

10A.12 Employees on such specific entitlement as above who are on Light Duty and while on such Light Duty have applied for Accidental Disability Retirement shall not be removed from such Light Duty solely for the reason that such application has been filed.

10A.13 Employees on Light Duty shall be granted time off for doctor visits, therapy and other treatments related to their entitlement that are scheduled during the 0800-1600 hours work day. Employees on Light Duty will not incur loss of pay for any benefits while so assigned. Employees not on B-2 status prior to their entitlement will not become eligible for additional pay in accordance with the B-2 schedule while on Light Duty, unless holding the same position.

10A.14 Nothing in this article supersedes the section 111F requirement as to the determination "... that such incapacity no longer exists."

10A.15 In the case of non-111F injury or sickness, a member may petition the Chief, at any time, to be placed in a non-firefighting activity if such a position is available and if a member holding such position is able to perform firefighting duties. The Chief shall make such transfer and assign the petitioner to the non-firefighting activity if such member meets the qualifications of such position. Such assignment will be for a period not exceeding six (6) months in any one injury or sickness.

10A.16 In the event that a member assigned as above in 10A.15 to such a position and another member becomes available under the 111F sections above, then such assignment as in 10A.15 above will be terminated in favor of the 111F member.

#### **ARTICLE 11. - SUBSTITUTION OF TOURS OF DUTY**

11.1 In accordance with General Order #2, issued by the Chief of the Fire Department on November 1, 1970, the substitution of a tour of duty with another firefighter shall be permitted if such request is made in writing in accordance with the provisions of said General Order and with the following exceptions:

11.1.1 Requests for leave from scheduled tours of duty shall be made prior to the proposed workday.

11.1.2 The substitution of a tour of duty - day tour for a day tour or night tour for a night tour - shall be performed within 1 year of original substitution.

11.1.3 Requests for substitution of work tour during periods of company drills, Spring and Fall, are discouraged and, except in emergency cases, shall not be approved.

11.1.4 Requests for substitution of tours may be approved by the Chief not to exceed thirty (30) days in any calendar year.

11.1.5 Requests for exchange of tours shall be properly recorded and a copy thereof, after approval, shall be returned to the company commander, whose duty it shall be to assure that the substituted tour is covered in accordance with these requirements.

11.2 The term "substitution" in this Section 11 shall mean the replacement in a work group by an employee other than the regularly assigned employee.

## **ARTICLE 12. - FUNERAL LEAVE**

12.1 Each employee shall be granted leave with pay for up to two (2) twenty-four-hour shifts. Employees working a regular daily schedule shall be granted leave with pay for five (5) calendar days, in the event of a death in his immediate family, defined as mother, father, spouse, children, brothers, sisters, father-in-law, mother-in-law and any member of his household, blood related or not, residing with said employee.

12.2 Each employee shall be granted leave with pay for one (1) twenty-four-hour shift. Employees working a regular daily schedule shall be granted three (3) calendar days in the event of a death of any other blood relative family member, down to and including first degree cousins and all in-laws.

12.3 No employee shall be permitted to work overtime or a detail during the period that he/she is on funeral leave pursuant to Section 12.1.

## **ARTICLE 13. - BUSINESS LEAVE**

13.1 The members of the Union Negotiating Committee shall be granted leave from duty with no loss of pay or benefits for all meetings between the City and the Union, for the purpose of negotiating the terms of a Contract, when such meetings take place at a time during which such members are scheduled to be on duty.

13.2 Such members of the Union as may be elected or designated as delegates to represent the Union at the Conventions of:

a) International Association of Firefighters,

b) Professional Firefighters of Massachusetts, and

c) Massachusetts State Labor Council, AFL-CIO shall be granted leave from duty with no loss of pay or benefits, provided that the total set forth in this Article 13, shall not exceed fifteen (15) working days for any such member in any calendar year.

13.3 Elected officers of the Union shall be granted leave without loss of pay or benefits to attend the monthly meetings of the Professional Fire Fighters of Massachusetts.

## **ARTICLE 14. - CLOTHING ALLOWANCE**

14.1 Each employee shall receive an annual clothing allowance of One Thousand Two Hundred Dollars (\$1,200.00), in two (2) equal cash installments of Six Hundred Dollars (\$600.00) payable in December and June of each year, to employees of record, on the first day of December and June respectively. It is understood that such clothing allowance is for the purchase or replacement of uniforms, rubber boots, shoes or other outer clothing that is necessary for use as a Firefighter in the employ of the City. Nothing herein contained shall prevent the Chief of the Department from issuing, from time to time, rules and regulations concerning uniforms and dress regulations concerning employees with provisions for suspensions, loss of pay, dismissal or other actions warranted. Notwithstanding the absence of such regulations, employees shall be properly attired at all times while on duty. Only employees who actually work sixteen (16) 24-hour shifts, or sixty (60) calendar days for day staff during the five months preceding each payment shall be eligible for the clothing allowance as set forth in this Article.

14.2 Replacement Items - The City shall, at its sole expense notwithstanding the provisions of 14.1 above, replace helmets, hip boots, rubber coats and fire retarding gloves as same wear out or are damaged or

destroyed in the performance of duty, and this with equivalent items which meet or exceed NFPA or OSHA standards. All such items issued will be on a turn-in basis and returned upon leaving employment.

#### **ARTICLE 15. -INDEMNIFICATION**

15.1 Upon application by an employee, or in the event of the physical or mental incapacity or death of such employee, by someone on his behalf, he the employee shall be indemnified for all reasonable hospital, medical, surgical, nursing, pharmaceutical, prosthetic and related expenses incurred as the natural and proximate result of an accident occurring, or of undergoing a hazard peculiar to his employment, in accordance with the provisions of Section 100 of Chapter 41 of the General Laws

#### **ARTICLE 16. - WAGES**

16.1 The per annum salaries for firefighters and superior officers are set out below:

<b>Effective Date</b>	<b>7/1/2024</b>	<b>7/1/2025</b>	<b>7/1/2026</b>
<b>Firefighter</b>	<b>3%</b>	<b>3%</b>	<b>3%</b>
1st Year Service	\$62,552.10	\$64,428.67	\$66,361.53
2nd Year Service	\$66,653.39	\$68,652.99	\$70,712.58
3rd Year Service	\$70,561.18	\$72,678.02	\$74,858.36
11th Year Service	\$74,091.17	\$76,313.90	\$78,603.32
20th Year Service	\$77,795.72	\$80,129.60	\$82,533.48
26th Year Service	\$78,962.66	\$81,331.54	\$83,771.49
<b>Lieutenant</b>	<b>\$81,856.46</b>	<b>\$84,312.15</b>	<b>\$86,841.52</b>
11th Year Service	\$85,948.89	\$88,527.35	\$91,183.17
20th Year Service	\$90,246.32	\$92,953.71	\$95,742.32
26th Year Service	\$91,600.02	\$94,348.02	\$97,178.46
<b>Captain</b>	<b>\$94,951.31</b>	<b>\$97,799.85</b>	<b>\$100,733.85</b>
11th Year Service	\$99,699.16	\$102,690.13	\$105,770.84
20th Year Service	\$104,684.12	\$107,824.65	\$111,059.39
26th Year Service	\$106,254.38	\$109,442.02	\$112,725.28
<b>Deputy Chief</b>	<b>\$110,142.84</b>	<b>\$113,447.13</b>	<b>\$116,850.54</b>
11th Year Service	\$115,649.31	\$119,118.79	\$122,692.35
20th Year Service	\$121,431.77	\$125,074.72	\$128,826.96
26th Year Service	\$123,253.24	\$126,950.84	\$130,759.37
<b>SR. Deputy Chief</b>	<b>\$115,649.31</b>	<b>\$119,118.79</b>	<b>\$122,692.35</b>
11th Year Service	\$121,431.31	\$125,074.25	\$128,826.48
20th Year Service	\$127,502.89	\$131,327.97	\$135,267.81
26th Year Service	\$129,415.43	\$133,297.89	\$137,296.83
<b>Fleet Mechanic</b>	<b>\$96,197.11</b>	<b>\$99,083.02</b>	<b>\$102,055.51</b>

Note: 26<sup>th</sup> year of service changed to 11<sup>th</sup> year of service effective July 1, 2017.

Effective July 1, 2021 increases from 3% to 5% to the 21<sup>st</sup> Year of Service.

Effective August 30, 2024 a 26<sup>th</sup> year of service award will be 1.50%

Please note these numbers are for illustrative purposes only. The Treasurer's Office will determine actual salary based upon negotiated increases.

In determining "Years of Service" for purposes of the above schedule, only years employed as a permanent full-time member of the Revere Fire Department shall be counted. Notwithstanding the last sentence, up to a maximum of two (2) years of either military service or employment with another City agency may be counted toward eligibility for the "11<sup>th</sup> and 21<sup>st</sup> "years of Service" step. Five (5) years of service in the military reserve or National Guard shall count as one (1) year of military service for purposes of the last sentence.

16.2 Employees assigned by the Employer to the following technical titled positions shall receive additional compensation as salary per annum prorated weekly while so assigned as follows:

**FIRE DEPARTMENT- SCHEDULE B2**

<b>TECHNICAL TITLE</b>	<b>SALARY</b>
Chief Fire Inspector	\$2,500.00 per annum
Fire Prevention Director	\$2,000.00 per annum
Fire Prevention Inspector	\$2,000.00 per annum
Emergency Management/Fire Prevention	\$1,500.00 per annum
Fire Radio Technician	\$2,500.00 per annum
Fire Carpenter	\$1,500.00 per annum
Fire Electrician	\$1,500.00 per annum
Fire Training Officer	\$2,000.00 per annum
Support Services Technician	\$5,000.00 per annum
Fire Clerk	\$2,500.00 per annum
House Captain	\$2,000.00 per annum
Fire Detail Officer	\$3,500.00 per annum
Fire Investigator	\$2,000.00 per annum
Fire Plumber	\$1,500.00 per annum
Fire MIS	\$4,000.00 per annum
Fire Groundskeeper	\$1,500.00 per annum
CISM	\$3,500.00 per annum
Employee Assistance Program	\$2,500.00 per annum
Veteran Liaison	\$2,000.00 per annum
Water Training Officer	\$3,000.00 per annum

The Chief will in his discretion issue a Day Staff Stipend to employees who are assigned to Day shift positions and who have held Day shift positions for over three (3) months. The weekly stipend will be five percent (5%) of the applicable employee's regular weekly compensation. For purposes of this paragraph, "regular weekly compensation" shall include the employee's base pay as well as any differentials or other payments that he receives on a weekly basis.

The items contained within this Article (16.2) may be amended at any time upon agreement of the Union and the Chief with the approval of the Mayor to change certain of the titles to more accurately reflect the duties contained therein. Such amendment(s) may not be used to increase the aggregate or total amount paid under this Section.

## **ARTICLE 17. - EDUCATION INCENTIVE PLAN/CAREER AWARDS PROGRAM**

17.1 Education Incentive Plan - Subject to the provisions of this Article 17, an employee employed as a regular fire fighter prior to January 1, 2001 who has earned, or who shall earn an Associate, Baccalaureate or Master's Degree from an accredited institution of higher learning, shall receive an annual payment in the amount of three percent (3%) of his per annum salary (from Section 16.1) for an Associate's Degree or six percent (6%) of his per annum salary for a Baccalaureate Degree or ten percent (10%) of his per annum salary for a Master's Degree. Except for employees on the Reserve list on January 1, 2001, an employee first employed as a regular fire fighter after January 1, 2001 shall be eligible for the above stipend. only if the applicable degree is in one of the following programs: Fire Science, Fire Safety/Protection, Fire Administration or Emergency Management.

17.1.A In order to qualify for the Education Incentive, employees currently holding such degrees or currently in pursuit of such degrees must notify the Chief of the Department, in writing, within thirty (30) days of the date of this Agreement, with a copy to the Mayor, stating the particulars, giving the name of the Institution, the starting and completion or expected completion dates and the degree obtained - with copy thereof- or the degree being pursued followed with a copy of the degree when received. Within thirty (30) days of receipt of a copy of the degree and if found acceptable, the Mayor, through the Chief of the Department, will notify the employee of eligibility for the incentive hereunder. Similarly, future candidates for degrees shall notify the Chief and the Mayor, in writing, at the time of acceptance by an accredited institute of higher learning, for comments as to future acceptability hereunder. No employee will receive payment under the Education Incentive Plan unless he has provided the Chief and the Mayor with written notice of degree attainment (or expectation of degree attainment) on or before April 1 of the fiscal year preceding the fiscal year for which he is seeking payment. No employee will receive payment for a degree unless he has actually received the degree before the first day of the fiscal year for which he is seeking payment.

17.2 Career Awards Program - Employees with the following requisite years of service shall receive a per annum increase in accordance with the following schedule:

<u>DURING</u> <u>YEAR</u>	<u>ANNUAL</u> <u>RATE</u>	<u>DURING</u> <u>YEAR</u>	<u>ANNUAL</u> <u>RATE</u>	<u>DURING</u> <u>YEAR</u>	<u>ANNUAL</u> <u>RATE</u>
10----	\$1,000	19----	\$2,400	28----	\$4,200
11	\$1,100	20	\$2,600	29	\$4,400
12	\$1,200	21	\$2,800	30	\$4,600
13	\$1,300	22	\$3,000	31	\$4,800
14	\$1,400	23	\$3,200	32	\$5,000
15	\$1,600	24	\$3,400	33	\$5,200
16	\$1,800	25	\$3,600	34	\$5,400
17	\$2,000	26	\$3,800	35	\$5,600
18	\$2,200	27	\$4,000		

17.3 All payments determined in 17.1. or 17.2. above as appropriate shall be made in weekly increments commencing with the first full pay period commencing after eligibility.

17.4 Those employees who qualify for payment under both the Plan and the Program shall receive, effective July 1, 1998, the combined payment to which they are entitled.

17.5 All amounts paid under the provisions of 17.1 or 17.2 above shall be considered as regular compensation for retirement and pension purposes, but not for other purposes.



17.6 Employees who hold the following certifications as of July 1 of any fiscal year shall receive an annual stipend in the amount set opposite the certification:

Certification	Stipend Amount
Fire Instructor	\$400
Fire Inspector I	\$400
Fire Inspector II	\$600
Fire Officer I	\$400
Fire Officer II	\$600
Fire Investigator	\$400
HAZ MAT Technician	\$400
Firefighter I & II*	\$600
Fire Instructor II	\$400
Fire Safety Officer I	\$400
HAZMAT First Responder	\$400
Driver Operator/Pumper**	\$400
Driver Operator/Aerial**	\$400
Public Educator I	\$400
Water Rescue	\$400
Peer Support	\$400
Confined Rescue	\$400
Structural Collapse	\$400

\*Firefighter I & II shall be considered a single certification and payment shall commence upon attainment of Firefighter II certification.

\*\* No employee shall receive payment for both the Driver Operator/Pumper and Driver Operator/Aerial certifications.

Payment of the above stipends shall be made in July of each fiscal year (July 1 through June 30) to employees who have attained the applicable certification on or before the first day (July 1) of that fiscal year. It is agreed, however, that no employee shall receive a total of more than three thousand four hundred (\$3,400.00) annually under this Section, regardless of how many certifications he has attained. The Fire Chief may add, after the Mayor's approval, certifications in a like amount for any course of study completed and certified by the Massachusetts Fire Academy and/or the Department of Fire Services that he may deem appropriate.

All amounts paid under this section shall, to the extent allowed by law, be considered as regular compensation for retirement and pension purposes. Said amounts shall not be included in the calculation of an employee's overtime, or holiday payments or considered as regular compensation for any purpose other than retirement or pension purposes.

#### **ARTICLE 18. - EMPLOYEES COMMUNICATION OBLIGATION**

18.1 All permanent employees shall be responsible for providing and maintaining the minimal telephone service in their legal residence as a condition of employment. The employer under no circumstances shall be charged, or be responsible for the cost of service.

## **ARTICLE 19. - PAYROLL DEDUCTION OF DUES AND AGENCY FEE**

19.1 City shall deduct service fees from earned wages of each employee in the bargaining unit, in such amount as determined pursuant to a vote of a majority of all employees in such bargaining unit present and voting. (Ref.: Gen. Laws Chapter 150E, section 12.) The aggregate amount shall be remitted to the Treasurer of the Union, along with a list of employees who have had such dues and assessments deducted.

19.2 On or after the thirtieth day following employment in the bargaining unit, or the effective date of the Agreement, whichever is later, each member of the bargaining unit with their written consent shall pay to the Union an Agency Service Fee which shall be equal to periodic Union dues.

## **ARTICLE 20. - SAVINGS CLAUSE**

20.1 All job benefits heretofore permitted and enjoyed by employees, which are not specifically provided for or abridged in the Contract, are hereby protected by this Contract.

## **ARTICLE 21. - MUTUAL CONSENT RE-OPENER**

21.1 It is agreed by the parties, the Employer and Union, that despite the Article dealing with duration of the Agreement, either party may submit in writing to the other party of this Agreement, such subject matter clearly stated and outlining the specific area they wish to discuss, and negotiate amendments and/or modifications to the Agreement.

21.2 Upon receiving, in writing, the mutual consent of the other party, both parties will then proceed to negotiate such subject matter; however, the negative action of either party in connection with such required mutual consent shall be considered final and not subject to the Grievance Procedure.

## **ARTICLE 22. - GRIEVANCE PROCEDURE**

22.1 Complaints, disputes or controversies which arise between one or more Employees and the City or its agents concerning the working conditions, hours of work, wages, fringes or rates of pay referred to in this Agreement, or which are provided for by any statute effective in the City of Revere, Charter Provision, Ordinance, Rule, Regulation or Policy, which is not in conflict with this Agreement, may be processed as a grievance under the following procedure.

22.2 Step 1. - The assigned Union Steward shall present the grievance initially to the officer designated in charge of the house where the grievance(s) take place. Within forty-eight (48) hours, the officer designated will meet with the Steward to discuss and attempt to resolve the grievance. If the grievance is not then settled, it may be presented in Step 2.

22.3 A grievance on behalf of an officer within the unit shall be presented initially in Step 2.

22.4 Step 2. If the grievance is not resolved in Step 1 within forty-eight (48) hours, the grievance shall then be reduced to writing by the Union and presented to the Chief of the Fire Department within seven (7) days after said forty-eight (48) hours. Such written grievance shall be a good faith effort to state the facts upon which the grievance is based, the contract article(s) which the Union alleges have been violated, and the remedy desired, provided that failure to state a specific provision at a step of the grievance procedure prior to arbitration shall not preclude the Union from relying upon such article at arbitration. The Chief shall meet with the Grievance Committee of the Union and/or the employee(s)

involved within five (5) days from the time the grievance is presented to him to discuss and attempt to adjust the grievance, and he shall answer the grievance in writing within seven (7) days after the meeting.

22.5 Step 3. If the grievance is not resolved in Step 2, or answered by the Chief of the Fire Department within the time limit set forth above, the written grievance shall be submitted to the Mayor or his representative by the Grievance Committee within fourteen (14) calendar days after the last aforementioned seven (7) day period. The Mayor or his representative shall meet with the Grievance Committee within fourteen (14) days, after receipt of the written grievance, to discuss and attempt to adjust the grievance; and he shall answer the grievance within twenty-one (21) days after the meeting or within thirty-six (36) days after his receipt of the written grievance.

22.6 Step 4. If the grievance is not satisfactorily adjusted in Step 3, or answered by the Mayor or his representative within the time limits set forth above, it may thereafter be submitted by the Union, and only by the Union, to arbitration, within sixty (60) days after the answer of the Mayor is due, provided, however, that, if a disciplinary action is involved, the employee may submit the grievance to arbitration. Written notice of said submission shall be given to the City by delivery in hand or by mail, postage prepaid, addressed to the attention of its Mayor.

22.7 If the parties fail to agree on the selection of a single arbitrator, the Union may request the State Board of Conciliation and Arbitration or the American Arbitration Association to provide a panel of arbitrators from which a selection of a single arbitrator shall be made in accordance with its rules. Each party hereto shall bear the expense of preparing and presenting its own case. The parties shall share equally in the cost, if any, of the arbitrator's services.

22.8 The Decision of the Arbitrator shall be final and binding upon the parties.

22.9 All participants in the procedure, including the arbitrator, shall apply the concepts of reasonableness and fairness and be governed by the applicable provisions of this Agreement in performing their functions.

22.10 The time limits established by this Article may be extended by mutual consent of the parties participating in each step in the grievance and arbitration procedure.

22.11 Any grievance of a general nature affecting a large group of employees may, at the option of the Union, be filed at Step 2. of the grievance procedure.

22.12 Employees shall not be disciplined except for just cause. If any employee so elects, as provided in General Laws, Chapter 150E, Section 8, arbitration shall be the exclusive procedure for resolving any grievance involving disciplinary action, notwithstanding any contrary provision of General Laws, Chapter 31. In disciplinary matters, an employee shall make his election after whatever step pursuant to Civil Service Law an employee obtains the right to appeal the City's decision to the Civil Service Commission. If any employee elects arbitration, any action previously taken by the City pursuant to Chapter 31 of the General Laws will be considered the equivalent of a Step 3 determination; and his election in writing will constitute the grievance hereunder.

22.13 All grievances must be filed at Step 1 or Step 2, as provided above, no later than sixty (60) calendar days from the date that the event occurred or the employee or the Union had knowledge or reason to know of the occurrence of facts upon which the grievance is based.

22.14 The Grievance Committee of the Union shall consist of not more than three (3) representatives of the Union, and any time they or the Stewards spend in discussing or processing grievances during working hours shall not result in a loss of regular earnings or benefits.

### **ARTICLE 23. - HAZARDOUS DUTY**

23.1 An employee shall receive in addition to his regular weekly salary, a sum equal to nine (9) percent of his regular weekly salary. Effective July 1, 2022 a sum equal to ten (10) percent of his regular weekly salary (regular weekly salary being defined as excluding longevity, B 2 increments, overtime and other increments) as hazardous duty pay. Such additional pay shall be considered as regular compensation for retirement and pension purposes.

23.2 Employees absent from duty due to sickness or injury before July 1, 1995 and continuing will, while so absent, receive the prior Hazardous Duty Pay if entitled hereto at the rate of six (6%) of 24/42nds of his salary as above defined.

23.3 Employees absent from duty due to sickness or injury commencing after July 1, 1995, while so absent, shall not continue to receive hazardous duty pay after 180 days absence due to illness or injury not in the line of duty.

### **ARTICLE 24. HEALTH AND INSURANCE PLAN**

24.1 In accordance with the provisions of Chapter 32B of the General Laws, each employee shall be insured in the amount of twenty thousand dollars (\$20,000.00) under a Service Connected Group Accidental Death Policy and the City of Revere is to pay seventy-five (75) percent of the cost of the premiums and the employee is to pay twenty-five (25) percent of said premiums.

24.2 The City's group insurance plan options, providing hospital, surgical, medical and other health insurance coverage, together with the employee and City premium shares are set out below:

<u>PLAN</u>	<u>EMPLOYEE SHARE</u>	<u>CITY SHARE</u>
INDEMNITY PLAN:		
BLUE CHOICE	25%	75%
<u>HEALTH MAINTENANCE ORGANIZATIONS:</u>		

#### **Blue Cross & Harvard Pilgrim HMO Plans**

Start	End	Employee Share	City Share
7/1/2024	- 6/30/2025	22.50%	77.50%
7/1/2025	- 6/30/2026	22.50%	77.50%
7/1/2026	- 6/30/2027	22.50%	77.50%
7/1/2027	- 6/30/2028	25.00%	75.00%
7/1/2028	- 6/30/2029	25.00%	75.00%
7/1/2029	- 6/30/2030	25.00%	75.00%
7/1/2030	- 6/30/2031	27.50%	72.50%
7/1/2031	- 6/30/2032	27.50%	72.50%
7/1/2032	- 6/30/2033	27.50%	72.50%

- On 7/1/2027 Medex and Managed Blue for Senior will be a 30% retiree contribution and 70% city contribution.
- All retirees who retired prior to 7/1/2027 will be grandfathered to remain at their current split at retirement.
- There will be a re-opener clause for the groups to return to the table if the insurance reserve fund dips below 3.1 million dollars.
  - Reopener Clause
    - This reopener clause does not mandate any required change in this agreement between the parties. It's purpose is to bring the parties together for discussion regarding the status and future of the insurance trust fund. There has historically been large fluctuations to the balance in the fund. The low-water mark of 3.1 million dollars referenced in this agreement was reached as recently as 2018. The current balance is in excess of 9 million dollars. The increase in this balance happened through normal financial operations of the city. There was no change to any health insurance coverage for any member during this time period.

## **ARTICLE 25. - PERSONNEL FILES**

25.1 Employees shall have the right to inspect their personnel files and shall be supplied with copies of any documents in their files, upon their request. Employees shall pay the City for the cost of any reproductions sought.

## **ARTICLE 26. - PERSONAL LEAVE**

26.1 Each employee shall be granted one (1) tour of duty (either 0800 to 1800 or 1800 or 0800) as personal leave each calendar year. Effective July 1, 2017 each employee shall be granted one (1) twenty-four-hour shift as personal leave each calendar year. Unless prevented by unforeseen circumstances, an employee shall provide the Chief with at least twenty-four (24) hours' notice (prior to the starting time of his/her shift) of intention to take personal leave. Unless otherwise authorized by the Fire Chief, no more than two (2) employees shall be allowed to use personal leave for any particular tour of duty. Priority shall be given to the first two (2) employees who file a written request for a particular tour.

## **ARTICLE 27. - EMERGENCY MEDICAL/DEFIBRILLATOR CERTIFICATION**

### **EMERGENCY MEDICAL CERTIFICATION:**

27.1 Each Employee who obtains and maintain his/her EMT certification shall be paid, in addition to his/her weekly compensation, a sum equal to seven percent (7%) of the weekly compensation of a Firefighter in the Third (3<sup>rd</sup>) Year of Service (from Section 16.1) as EMT Specialist differential. Effective July 1, 2021, a sum equal to eight (8%) of the weekly compensation of a Firefighter in the Third (3<sup>rd</sup>) Year of Service (from Section 16) as EMT Specialist differential shall be paid. Effective July 1, 2022, a sum equal to nine (9%) of the weekly compensation of a Firefighter in the Third (3<sup>rd</sup>) Year of Service (from Section 16.1) as EMT Specialist differential shall be paid. Effective July 1, 2023 a sum equal to ten (10%) of the weekly compensation of a Firefighter in the Third (3<sup>rd</sup>) Year of Service (from Section 16.1) as EMT Specialist differential shall be paid. Such differential shall, to the extent allowed by law, be considered as regular compensation for retirement and pension purposes.

### **DEFIBRILLATOR CERTIFICATION:**

27.2 Effective July 1, 2024, each employee who is certified as a defibrillator certified to city standards shall be paid, in addition to his/her weekly compensation, a sum equal to four percent (4%) of the weekly compensation of a Firefighter in the Third Year of Service (from section 16.1). Effective July 1, 2025, each employee who is certified as defibrillator certified to city standards shall be paid, in addition to

his/her weekly compensation a sum equal to five percent (5%) of the weekly compensation of a Firefighter in the Third Year of Service (from section 16.1). Effective July 1, 2026, each employee who is certified as defibrillator certified to city standards shall be paid, in addition to his/her weekly compensation, a sum equal to six percent (6%) of the weekly compensation of a Firefighter in the Third Year of Service (from section 16.1) During the period that he/she is so certified. Such differentials shall, to the extent allowed by law, be considered as regular compensation for retirement and pension purposes. However, said differential shall not be included in the calculation of an employee's overtime or holiday payments or considered as regular compensation for any purpose other than retirement or pension purposes.

#### NARCAN

27.3 Effective July 1, 2021, members who are trained to administer NARCAN shall receive an annual stipend in a sum equal to one percent (1%) of the annual compensation of a Firefighter in the Third (3<sup>rd</sup>) Year of Service (from Section 16.1). It will be paid in the first pay period of August of each fiscal year pursuant to Article 17.6.

#### ARTICLE 28. -ALCOHOL AND DRUG TESTING

28.1 Probable Cause - An employee may be tested only after determination by the Fire Chief and said person's immediate supervisor, when both independently of each other determine that there is reasonable suspicion to test the employee.

28.2 Post Accident - An employee involved in a motor vehicle accident, where the Chief and said employee's immediate supervisor have a reasonable belief that the accident was within the control of the employee and which accident involves substantial bodily injury, or damage to any property will be tested after the incident.

##### 28.3 Procedures for Alcohol Testing

28.3 A A breathalyzer test will be administered to the employee with a .08 or above indicating a positive test for alcohol.

##### 28.4 Procedures for Drug Testing

28.4 A The employee to be tested will report to the Chief at the time designated for transportation to the medical facility or laboratory designated by the department. Such laboratory shall be certified in accordance with standards promulgated by the Department of Health and Human Services (HHS).

28.4B The department will designate to the testing facility the specific drugs for which the sample is to be analyzed. The testing facility will report findings only as to those specific drugs for which the department requested testing.

28.4.C The employee to be tested will be interviewed to establish the use of any drugs currently taken under medical supervision. Any employee taking drugs by prescription from licensed physician as part of treatment, which would otherwise constitute illegal drug use, must notify the tester in writing and include a letter from the treating physician.

28.4D Test results will be made available to the employee and the Union President as soon as they are made known to the Department. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found.

28.4 E The testing facility will answer union representative(s) questions regarding the testing procedure followed and other pertinent questions specific to the incident.

28.4 F Each step of the processing of the test sample shall be documented to establish procedural integrity and the chain of custody in accordance with HHS standards. Where a positive result is confirmed, test samples shall be maintained in a secured storage for as long as appropriate.

28.4 G The testing facility shall use a split specimen method of collection as described in HHS guidelines 2.2(h), a copy of which is on file in the office of the City Director of Personnel and is also available in the Chief's office. The provisions of 2.2(h) (6) relative to donor's request to test specimen are applicable to this policy.

28.5 Consequences of Testing Positive to Alcohol and/or Drugs

28.5A First Offense:

28.5A.1 Five (5) day suspension without pay, or

28.5A.2 In lieu of such suspension, the Employee shall be offered an opportunity for rehabilitation in an employee assistance program and shall be restored to his position following successful completion of the program.

28.5B Second Offense:

28.5B.1 Five (5) day suspension without pay, and

28.5B.2 Employee is required to seek medical help and may only return to work when medically approved.

28.5C Third Offense:

28.5C.1 Termination

**28.6 Refusal to comply with this policy will result in immediate termination.**

28.7 The provisions contained in this article are not intended to waive any constitutional rights that the individual employee may have, provided that the Union shall not grieve or arbitrate an employee termination in the event the employee refuses to comply with the terms of this policy.

**ARTICLE 29 - CIVILIAN FLEET MECHANIC**

29.1 There shall be a Fleet Mechanic who is responsible for the maintenance of all Fire Department apparatus and vehicles and he shall report to the Chief.

29.2 The Fleet Mechanic regular work schedule will be a Monday-Friday work week, each day comprising eight (8) hours.

29.3 The Fleet Mechanic, shall be entitled to all contractual benefits, including but not limited to: Overtime, Longevity, Vacation accrual subject to the Department Vacation rules, Sick Leave accrual, Funeral Leave, Clothing, Health Insurance and Personal Leave. The Fleet Mechanic shall not be eligible for Holiday Pay (Article 8), Hazardous Duty Pay (Article 23) or EMT (Article 27).

29.4 The Fleet Mechanic shall not be eligible to work Fire Watch details.

29.5 The Fleet Mechanic shall be eligible for payment of the following certifications in the same manner as paid under Article 17.6:

Emergency Vehicle Technician (EVT) Certifications/Fire Apparatus Technician

FI Maintenance, Inspection, and Testing of Fire Apparatus

- F2 Design & Performance Standards of Fire Apparatus
- F3 Fire Pumps & Accessories
- F4 Fire Apparatus Electrical Systems
- F5 Aerial Fire Apparatus
- F6 Allison Automatic Transmissions

Automotive Service Excellence (ASE) Certifications/Medium-Heavy Truck Technician

- T2 Truck, Diesel Engines
- T3 Truck, Drive Train
- T4 Truck, Brakes
- TS Truck, Suspension and Steering
- T6 Truck, Electrical Systems
- T7 Heating and Air Conditioning
- T8 Preventive Maintenance Inspection

29.6 The certifications as set forth in Article 29.5 shall be paid in the amount of three hundred (\$300.) dollars for each certification with a total annual payment for all certifications not to exceed three thousand nine hundred (\$3900.) dollars.

29.7 The Fleet Mechanic shall be responsible to recertify as required by EVT and ASE standards.

**ARTICLE 30. - DURATION OF AGREEMENT**

30.1 The terms of the parties' agreement shall be effective July 1, 2021, or at such later date, as to certain provisions thereof, as may be specifically referred to in this Agreement, and shall continue in force and effect until midnight, June 30, 2024. If a successor Agreement has not been executed on or before June 30, 2024, this Agreement shall continue in force and effect until a successor Agreement is executed.

30.2 On or after October 1, 2023, the Union shall notify the City of its first proposals for a new Agreement to be effective on the termination of this Agreement. Within thirty (30) days after receipt of the Union's first proposals, the City may notify the Union of its proposals for a new Agreement to be effective on the termination of this Agreement.

30.3 The parties shall proceed forthwith thereupon to bargain collectively with respect to proposals submitted to each other. Notification under this Section 29 shall be accomplished by the Union's delivery of a copy of its proposals to the Mayor and to the City Negotiator, and by the City's delivery of a copy of its proposals to the Union's President and its counsel.



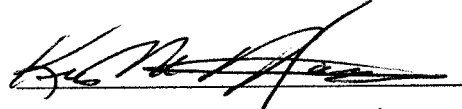
IN WITNESS WHEREOF the parties have set their hands and seals this 16 day of July, 2025.

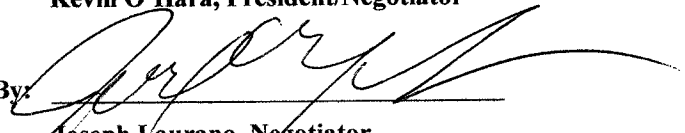
**CITY OF REVERE**

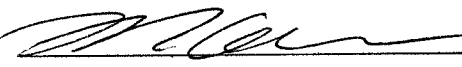
By:   
Patrick J. Keefe, Mayor


By:   
Paul Capizzi, City Solicitor

**REVERE FIREFIGHTERS'  
ASSOCIATION LOCAL 926 IAFF**

By:   
Kevin O'Hara, President/Negotiator

By:   
Joseph Laurano, Negotiator

By:   
Michael O'Hara, Negotiator

By:   
Brendan Bonito, Negotiator