

AGREEMENT

BETWEEN

TOWN OF GREENFIELD, MASSACHUSETTS

AND

GREENFIELD PERMANENT FIREFIGHTERS LOCAL #2548  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS  
AFL-CIO-CLC

EFFECTIVE JULY 1, 2015 THROUGH JUNE 30, 2018

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## PREAMBLE

- A. This Agreement is entered into by and between the TOWN OF GREENFIELD (hereinafter referred to as the "Town") and the GREENFIELD PERMANENT FIREFIGHTERS LOCAL #2548, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (hereinafter referred to as the "Union").
- B. It is the purpose of this Agreement to achieve and maintain harmonious relations between the Town, the Chief and the Union, to provide for the equitable and peaceful adjustment of differences that might arise, and to establish standards of wages, hours and other conditions of employment, and to provide for the performance of work by the employees in a conscientious and skillful manner, which will maintain and further efficiency and economy of operations, and to provide the highest level of professional fire and public safety services to the citizens of Greenfield.
- C. This Agreement, in its body and attached memoranda, contains all of the agreements and understandings between the parties as of its execution date. Any subsequent Agreements must be signed by the Union and the Mayor in order to be enforceable.

## ***CITY AND UNION RELATIONSHIP***

### ARTICLE 1 GOVERNING LEGISLATION

Legislative authority for the said Collective Bargaining Agreement is to be found in Massachusetts General Laws, Chapter 150E, as amended from time to time.

### ARTICLE 2 UNION RECOGNITION

- A. The Town of Greenfield recognizes the Greenfield Permanent Firefighters Local 2548, International Association of Firefighters, AFL-CIO-CLC as the sole and exclusive bargaining agent for all regular full-time and part-time firefighters, including privates, lieutenants and captains, and excluding the fire chief, deputy chiefs, managerial and confidential employees, casual employees and all other employees of the Town of Greenfield for the purpose of bargaining with respect to wages, hours of work and other conditions of employment.
- B. The Town and the Union agree that neither the Town nor the Union shall discriminate against employees because of race, color, creed, sex, national origin, marital status, sexual orientation, age or any other status as defined and applicable under federal or state law.

ARTICLE 3  
UNION BUSINESS

- A. Any Union officer or duly elected delegate, not to exceed one per group (or two per group when overtime will not be a result), shall be granted leave from duty with no loss of pay or benefits and without the requirement to make up said loss of time to attend state conventions or state association meetings and other related meetings, this leave not to exceed two (2) days of duty per calendar year. Additional time may be granted by the chief of the department within his discretion.
- B. Up to three (3) members of the Union grievance committee plus the Union President shall be granted leave from duty with no loss of pay or benefits and without the requirement to make up loss of time for all meetings between the Employer and the Union for the purposes of handling of grievances.
- C. The Union shall be granted space in the kitchen of the Fire Department headquarters to erect a bulletin board for the purpose of posting notices and education material dealing with the Union business. Notices may be removed by the Chief of the Department if found to be derogatory.
- D. When available, designated areas at Fire Department headquarters will be made available to the Union for monthly Union meetings; provided that a request is made to the Chief or his designee at least forty-eight (48) hours in advance. Emergency and executive board meetings may be held any time with the permission of the Chief or his designee. Meetings shall not create any interference with the operation of the Fire Department or the assigned duties of the employees who are on shift.
- E. The Chief of the Fire Department, or his/her designee, will deal with the President of the Union with respect to matters pertaining to the administration of the provisions of this Agreement. The Union will keep the Chief informed of the name of the Union President or his/her designee and these individuals shall deal only with the Chief with respect to matters pertaining to the provisions of this Agreement outside of the grievance procedure. The Fire Chief may also allow more firefighters and more days per year at his discretion than provided above.
- F. Notwithstanding this Article, the Town shall not be obligated to pay any Union officers, employees or witnesses for time spent in the preparation for or attendance at an arbitration or Civil Service hearing on behalf of the Union or the employee. One employee may be on Union leave for such hearings.

ARTICLE 4  
MANAGEMENT RIGHTS

- A. The parties agree that the operation of the Fire Department of the Town of Greenfield, the supervision of the employees and of their work are the rights of the Town alone and include, subject to the provisions of this Agreement, the making of reasonable rules to

assure orderly and effective work, maintenance of discipline, the determination in conformance with the civil service law, and other laws of the Commonwealth of Massachusetts and the by-laws for the Town, the hiring, transfer, promotion, demotion, layoff, retirement, discipline or discharge of employees for just cause without discrimination, and the right to discuss terms and conditions of employment with the employees and to inform them directly concerning matters or rights of the Town.

B. Such authority, rights and obligations shall include, but are not limited to:

1. To develop, alter, enforce or abolish rules, regulations, policies, practices and operating or administrative procedures.
2. To establish, change and enforce, through disciplinary action, rules and regulations not in conflict with this contract for the purpose of maintaining order, safety and/or effective operation of the Department after advance notice to the Union and employees.
3. To determine work assignments and establish, alter or eliminate work schedules, locations or functions in accordance with municipal or departmental needs.
4. To recruit, select, evaluate and determine the number and types of firefighters required and their qualifications.
5. To establish basic and in-service training programs and requirements for upgrading employees.
6. To take such measures as the Town may determine to be necessary for the orderly and efficient operation of the Fire Department.
7. The right to employ, service and terminate all call firefighters and casual employees as determined to be necessary in the judgment of the Town; provided, however, that such employees shall not be assigned to dispatch or radio duties, nor shall said employees be assigned to drive apparatus (see Appendix "B").
8. The right to control, direct, discontinue and change the use and locations of its properties, equipment and facilities.
9. The right to introduce, change and operate new or improved technology, equipment, facilities, programs, methods, techniques or procedures, or revising of processes or systems.
10. The right to obtain from any source and to contract for materials, supplies, equipment and services, including services for the fire alarm division and the determination of whether goods should be leased, contracted or purchased.
11. The determination of the care, maintenance and operation of the equipment and property used for and on behalf of the Town.

- C. The above are solely and exclusively the prerogative of the Town, subject only to such limitations as are expressly provided for in this Agreement. Any new or revised rule or regulation pertaining to the Department shall be discussed and explained with the bargaining unit prior to its implementation.

ARTICLE 5  
UNION SECURITY

The Town agrees that neither it nor its agents will enter into any individual or collective agreement with any employee which is in conflict with the Agreement. Should the Town create any new job classification which is subject to terms of this Agreement, the Town will, upon request, negotiate with the Union regarding the wages, hours and working conditions of the classification.

ARTICLE 6  
AGENCY SHOP

The Town agrees that it shall levy an agency service fee for all employees within the bargaining unit, provided that such obligation shall be as defined and restricted by Massachusetts General laws Chapter 150E, Section 12, and all rules and regulations promulgated thereunder.

ARTICLE 7  
DUES CHECKOFF

- A. The Town of Greenfield agrees to deduct, during the term of this Agreement, dues in an amount certified to be current by the Treasurer (Secretary/Treasurer) of Local Union #2548, from the pay of those members who individually request in writing that such deductions be made.
- B. The deduction from wages, as provided in this Article, shall be made on the last pay day in each month in a total amount equal to the Union dues for the month.
- C. The Union agrees to indemnify the Town against any and all liabilities, including attorneys' fees arising out of its enforcement of the provisions of this Article.
- D. The total amount of payroll deductions of a said month shall be made available to the Treasurer (Secretary/Treasurer) of Local #2548, Greenfield Permanent Firefighters, by mail during the week immediately following the pay day on which said deductions are made.
- E. The statement by the Town of Greenfield containing the name of each member and the amount of each deduction shall be accepted as correct unless within ten (10) days after the receipt of the statement by the Union, the Union notifies the Employer in writing of any error.

F. The checkoff authorization shall be as follows:

CHECKOFF AUTHORIZATION

By \_\_\_\_\_  
(name of member)

To: Town of Greenfield

Effective \_\_\_\_\_ (date)

Signature \_\_\_\_\_

I hereby request \_\_\_\_\_ and authorize you to deduct from my earnings each month the amount of Union dues. This amount shall be paid to the Treasurer (Secretary/Treasurer) of Local #2548, International Association of Firefighters. These deductions may be terminated by me by giving a sixty (60) day written notice, in advance, to both the Employer and the Union, upon termination of employment, or on termination of existing Collective Bargaining Agreement.

***OBLIGATIONS OF EMPLOYMENT***

ARTICLE 8  
RULES AND REGULATIONS

- A. Upon any revision or amendment being made to the Fire Department Rules and Regulations, a copy shall be given to all employees who shall sign a receipt acknowledging same. A copy of the Fire Department Rules and Regulations shall be given to all members of the Fire Department.
- B. All new members shall be given a copy of the current Rules and Regulations upon beginning of duty with the Fire Department who shall sign a receipt acknowledging same.
- C. The Rules and Regulations may be modified or expanded at any time, provided that nothing in the Rules and Regulations shall supersede any provisions of this Agreement, and further provided that, before any change, the Union will be notified that a change is being considered and will be given a reasonable opportunity to discuss the proposed change.

ARTICLE 9  
RESIDENCY

Within one (1) year after initial appointment or the signing of this contract, whether permanent or provisional, all employees shall become and remain residents of the Town or reside no further than a ten (10) mile radius from the location of the Central Fire Station at 412 Main Street.

ARTICLE 10  
CONTINUITY OF OPERATIONS

- A. **GENERALLY:** The Union and the employees agree that they will not for any reason, including an alleged prohibited practice, directly or indirectly assist, authorize, cause, condone, encourage, induce, finance, permit, sanction, sponsor, support, threaten or participate in any strike, walkouts, sit downs, slow downs, work stoppage, refusal to work, withholding of services or any other direct or indirect interruption of or interference with the operations, services or any of the functions of the Town and Fire Department. During the period of negotiations between the Union and the Town, including mediation, fact-finding and any other statutory impasse procedures, said negotiations shall be conducted without threats of sanctions or strikes by the Town or by the Union.
- B. **CONSEQUENCES:** No grievance or other dispute shall be taken up for discussion and settlement by the Town and the Union until all such violations have been terminated. Any employee or employees who engage or participate in any of the prohibited conduct described in Paragraph A shall be subject to disciplinary action, including reprimand, suspension and discharge and such action, if taken by the Town, shall not be subject to the provisions of the grievance procedure, except as to the question whether the employee or employees who were disciplined or discharged did in fact participate in or encourage or were responsible for the violation of the provisions of Paragraph A. In addition to any other liability, remedy or right provided in this Agreement or by applicable law or statute, in the event that any employee or employees engage or participate in any of the prohibited conduct described in Paragraph A, the Union shall promptly, forthwith and without delay:
1. Publicly disavow such action by the employee or employees;
  2. Advise the Town in writing that such action by the employee or employees has not been called or sanctioned by the Union;
  3. Notify the employee or employees in writing of the disapproval of such action by the Union and instruct such employee or employees to cease action, to return to work immediately and to comply promptly with the provisions of this Article; and
  4. Post a notice on the Union bulletin board stating that the Union disapproves such action by the employee or employees and instructing the employee or employees to cease such action, to return to work immediately, and to comply with the provisions of this Article.

The Union agrees that it will support and assist the Town in maintaining the continuity of the normal and usual services of the Department.

- C. LEGAL ACTION: In the event that any employee or employees engage or participate in any of the prohibited conduct described in Paragraph A, the Town or Department shall have the unqualified right to institute and pursue legal action to enjoin the continuance of said prohibited conduct and for other relief or remedies. The Union agrees that such legal action, if initiated or pursued by the Town or the Department, shall not constitute the exclusive remedy available to the Town or Department, nor shall such legal action be construed or deemed to be a waiver of such other rights or remedies as may be available to the Town or Department under the provisions of this Agreement or under the provisions of law.

ARTICLE 11  
NEW EMPLOYEES

- A. New employees shall be subject to a twelve (12) month probation period as provided by Civil Service Law. During the probation period, no discipline or discharge action shall be subject to the grievance and arbitration provisions of this Agreement.
- B. Any employee with less than three (3) years service without such training may be required to attend basic training at a state fire academy or equivalent facility. During the period of such training on a full-time basis, the employee shall receive his regular weekly wages, but there shall be no obligation on the Town to pay overtime, nor shall the provision of Articles 10 or 14 apply to such employees. Transportation of the employee to the facility, or compensation at the Town mileage rate, shall be provided. The Town will provide lodging for the employee, often at nearby fire stations. Failure of an employee to satisfactorily complete basic training constitutes ground for termination of employment.
- C. In consideration of the Town investment for an employee's Academy training, an employee shall be obligated to reimburse the Town for part of the investment if he/she leaves Town employment to accept another firefighter position in Massachusetts or within fifty (50) miles of the Town border, as follows: \$3,850 for resignation immediately after Academy completion, such amount decreasing at the rate of \$213.89 per each month of subsequent service. If rehired, the Town will pay back to the employee the amount re-paid to the Town under this Section.
- D. Probationary employees if separated from employment due to resignation or termination are not entitled to sick leave buyback.

# ***PROTECTIONS OF EMPLOYEE***

## **ARTICLE 12** **GRIEVANCE PROCEDURE**

- A. The Town and the Union agree that the exclusive method for the adjustment, processing and resolution of a grievance as defined in this Section shall be the grievance and arbitration procedure prescribed in this Article. The word "grievance" shall mean a difference of opinion arising during the term of this Agreement between the Town and the Union concerning the interpretation or application of the provisions of this Agreement.
- B. An employee believing he has cause for complaint shall discuss it with the Officer-in-Charge of his shift, with or without the assistance of the Union representative. A problem shall not become an official grievance until the Officer-in-Charge has had an opportunity to contact the Chief, or his designee, to discuss the problem and attempt to resolve the complaint. The Officer-in-Charge shall give a verbal answer to the employee not later than three (3) calendar days (exclusive of Saturdays, Sundays and holidays) after the verbal presentation of the complaint to him. Such complaint shall be presented verbally by the employee within ten (10) calendar days (exclusive of Saturdays, Sundays and holidays) after the occurrence of the event or the Union reasonably should have had knowledge thereof.
- C. If the complaint is not resolved after the verbal consultation provided in Section B above, the grievance shall be reduced to writing, signed by the aggrieved employee on a form furnished by the Union, and delivered to the Chief or his designated representative. The written grievance shall state the available facts concerning the dispute, the provisions of this Agreement allegedly violated and the relief desired by the aggrieved employee. A grievance shall be deemed waived if not presented to the Chief as provided in this Section within ten (10) calendar days (exclusive of Saturdays, Sundays and holidays) after the due date of the verbal response of the Officer-in-Charge.
- D. A grievance as defined in Section A shall be processed in accordance with the following procedure:

### STEP ONE:

Within seven (7) calendar days (exclusive of Saturdays, Sundays and holidays) after the filing of the written grievance, there shall be a discussion of the grievance between the aggrieved employee and the Chief or his designated representative. The Union President or his designated representative may, at the request of the aggrieved employee, be present at such discussion. In the event of the absence of the Chief, the person designated by him shall act in his behalf within five (5) calendar days (exclusive of Saturdays, Sundays and holidays) after the conclusion of the discussion as provided in this Step One, the Chief or his designated representative, as the case may be, shall advise the aggrieved employee

and the Union in writing of his decision concerning the grievance.

STEP TWO:

1. In the event that the disposition of the grievance under Step A is not satisfactory, the aggrieved employee may, within five (5) calendar days (exclusive of Saturdays, Sundays and holidays) after the date of said decision, file a written appeal to the Mayor requesting that he or his designee(s) consider the evidence and respond to the grievance. Within fourteen (14) calendar days (exclusive of Saturdays, Sundays and holidays) after the receipt of the written appeal, the grievance shall be discussed among the aggrieved employee, the Mayor or his designated representative and a representative of the Union. Within five (5) calendar days (exclusive of Saturdays, Sundays and holidays) after the conclusion of the discussion as provided in Step Two, the Mayor shall advise the aggrieved employee and the Union in writing of his/her decision concerning the grievance.
2. Two (2) or more separate current grievances which involve similar questions shall, by written agreement between the Chief or his designated representative and the Union, be consolidated and processed as a single grievance; provided, however, that a grievance so consolidated shall otherwise be subject to all the provisions of this Article. The Town may institute a grievance at Step Two by submitting it in writing to the Union President.

E. A grievance which is not settled after the completion of the grievance procedure prescribed in Section D may be submitted to arbitration in accordance with the following procedure:

ARBITRATION:

1. The request for arbitration may be made by the Union or Mayor by notification in writing to the other party within five (5) calendar days (exclusive of Saturdays, Sundays and holidays) after the due date of the termination under the grievance procedure as provided in Step 2 of paragraph 2, Step Two..
2. Within ten (10) calendar days (exclusive of Saturdays, Sundays and holidays) after such notification, the party requesting arbitration shall execute and mail a written request to the American Arbitration Association, with a copy to the other party, for the appointment of a panel of arbitrators. At any time prior to the appointment of an arbitrator, the Town and the Union may agree upon an arbitrator.
3. The arbitration shall be handled in accordance with the American Arbitration Association's Voluntary Rules of Labor Arbitration. The request for arbitration shall state the provision or provisions of this Agreement allegedly violated and shall state the remedy or relief sought by the party requesting arbitration.

4. Within twelve (12) calendar days after the mailing by the federal services of a panel of suggested arbitrators, the representative of the Mayor and the Union shall designate an arbitrator by alternately striking one name until one arbitrator's name remains. The arbitrator whose name is the last remaining name on the list shall be designated by the parties as the arbitrator.
  5. The authority of the arbitrator shall be limited to the terms and provision of this Agreement and to the question or questions submitted. The arbitrator shall be bound by the provisions of this Agreement and he shall not have any authority to establish salaries or wages, or add to, subtract from, modify or otherwise change any of the terms or provisions of this Agreement. Subject to the provisions of this Article, the arbitrator shall have the authority to direct that violation of this Agreement cease and to award compensatory damages.
  6. The arbitrator shall mail his written decision simultaneously to the Town and to the Union within thirty (30) calendar days after final submission. The decision of the arbitrator shall be final and binding upon the Mayor, the Union and the aggrieved employee or employees.
  7. The expense of the arbitrator and the expenses directly related to the arbitration hearing shall be shared equally by the Town and the Union. If either party desires a transcript of the proceedings to be made, it shall be at its own expense.
  8. The Chief, the Mayor, the Union and the employees agree not to unreasonably withhold assent to the request by one of the other parties for a reasonable extension of the time limits provided in this Article.
- F. By agreement in writing between the Town and the Union, a grievance subject to the grievance procedure as provided for in Section C and Section D may be directly submitted to arbitration as provided for in Section E.
- G. A grievance may be filed and processed on behalf of one or more employees by the grievance committee of the Union; provided, however, that the grievance and procedures related thereto shall be subject to all provisions of this Article.
- H. Failure to process a grievance within the time limits established in this Article presumes that it has been satisfactorily resolved at the last Step to which it has been properly processed. In the event that the Town representative's answer is not given within the limits of time herein provided, the grievance may be appealed directly to the next step of the grievance procedure.
- I. The Town need not arbitrate, and will not be bound by any arbitration award involving a matter also subject to potential civil rights, civil service, retirement board or Massachusetts Labor Relations Commission litigation or an issue arising under Article 12(G), unless the Town is first satisfied that such other procedures and avenues of litigation have been effectively waived by the affected employees and by the Union on a

form agreed to by the parties.

ARTICLE 13  
SAFETY

- A. The Town agrees for emergency calls that the apparatus will be manned by sufficient manpower, including call persons, provided call persons are not taking the place of a permanent firefighter, to insure the safety as determined by the Chief in his sole discretion.
- B. No employee will be required to work more than thirty-six (36) consecutive hours.

***HOURS AND OVERTIME***

ARTICLE 14  
HOURS OF DUTY

- A. The regular work week of the firefighter shall be over an eight (8) week cycle as outlined in the below twenty-four (24) hour shift schedule. A shift is defined as a twenty-four (24) hour period from 8:00 a.m. to 8:00 a.m. The Union agrees that it shall be a condition of employment that unless working for the Town, the employee will report for shift duty rested and fully able to fulfill the duties and responsibilities of the job.

Week	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
1	D	X	D	X	X	X	X
2	X	D	X	D	X	X	X
3	X	X	D	X	D	X	X
4	X	X	X	D	X	D	X
5	X	X	X	X	D	X	D
6	X	X	X	X	X	D	X
7	D	X	X	X	X	X	D
8	X	D	X	X	X	X	X

D = 24-Hour Shift    X = 24-Hour Off    Shaded = First for Call-Back

- B. The regular work week for members of the Fire Prevention Division shall be forty (40) hours, minus one (1) hour for lunch. Hours of duty shall be a mutual understanding between the Fire Chief, the member of Fire Prevention and Local 2548.
- C. A Tour will be defined as two (2) consecutive shifts.
- D. The Captain and Lieutenant on the same group will be allowed no more than one (1) approved leave of absence (e.g., "vacation") per person per calendar year where they can both be on an approved leave of absence at the same time provided that such occurrence will not result in an order in.

- E. Except as otherwise provided herein, Administrators on day schedules will have same vacation and holiday arrangement as other Town Administrators.
- F. For administrative purposes, sick leave and vacation leave shall be carried on the books as twelve (12) hours, and shall be paid as such on termination of employment.
- G. The Union agrees that no binding agreements as to the "circle" and replacement understandings remain in effect, unless or until otherwise agreed to by the Town in negotiations.
- H. The Town agrees to the Union proposal for 24-hour shifts, except that there will be no increase in the number of hours the Town pays for such benefits as bereavement, holiday, birthday, Union or other leaves as compared to the prior 10/14 schedule.
- I. Nothing in this Agreement shall be interpreted to preclude the changing of schedules or the transfer of employees (from one group to another, or between tours), if reasonably necessary for the economical and efficient operations of the Department.
- J. Interim transfers or schedule changes (between groups) are those which are expected to be in effect for two (2) calendar months or less, and are considered necessary by the Chief to the temporary absence of personal training, or other short-term operational cause. Employees shall be entitled to know the reason for an expected duration of an interim transfer or schedule change, at least forty-eight (48) hours in advance, and no employee will be so transferred or his schedule so changed more than two (2) times per calendar year without consent. The Chief will make reasonable efforts to seek volunteers or give due regard to seniority among those employees he considers qualified and available for the interim transfer or change of schedule.
- K. Permanent transfers or schedule changes are those made for indefinite duration, usually for the purpose of achieving optimum balance between shifts, or which are considered by the Chief to be necessary due to promotions, training requirements or other good cause. When a vacancy on any shift is to be filled, the position shall be posted at least two (2) weeks before the decision is to be made, and all employees shall be entitled to request consideration for the appointment.
- L. No transfer or change as described in this Article shall interfere with an employee's previously-approved vacation unless the employee specifically consents, or an emergency situation exists due to the lack of availability of other qualified employees.
- M. Written employee requests for transfer will be carefully considered by the Chief, and a response made, in writing if requested, within one (1) calendar month from the date the request is made.
- N. The hours of duty set forth in this Article shall not apply to provisional or probationary employees whose working schedule and duty assignment may be altered for training purposes.

O. The Town may establish and fill one "floating schedule" firefighter position subject to the following:

1. "Tour" herein shall mean 8:00 a.m. - 6:00 p.m., 6:00 p.m. - 8:00 a.m., or 8:00 am. - 5:00 p.m. (including one-hour lunch period) as described in Paragraph 2(a) above, or (with Union agreement) 8:00 a.m. — 4:00 p.m. without the lunch period.
2. The firefighter may be assigned to any tour or group. If a probationary employee, the firefighter shall have been qualified, in the judgment of the Chief after discussion with the officers who trained the employee, to perform dispatch and other firefighter duties.
3. Such employee may be assigned to another tour or group on a minimum of forty-eight (48) hours notice (unless by the employee's consent) to fill in on a vacancy caused by a scheduled absence or a medical leave.
4. The "floating" firefighter's next scheduled work tour will determine his call-back position onto the next oncoming (emergency call-back) tour.
5. The seniority of the "floating" firefighter will determine his call-back sequence within the emergency call-back tour (next oncoming tour).
6. The position shall be posted for bid December 1<sup>st</sup> each year for a one (1) year assignment effective January 1<sup>st</sup>, and shall be awarded to the most senior bidder. If no qualified firefighter bids, the assignment may be made to the least senior qualified firefighter in the Department. If the assigned firefighter becomes unable to fulfill the assignment due to promotion, medical leave or other reason, the position will be re-bid for assignment to complete the one (1) year term.
7. The "floating" firefighter shall not be eligible for working out of grade compensation.
8. The schedule of the "floating" firefighter shall be arranged so that he/she will be off duty on at least half of the paid holidays listed in Article 15 (e.g., five one year, six the next).

ARTICLE 15  
WAGES AND OVERTIME

- A. Wages for all employees shall be in accordance with Appendix "A" in this Agreement and shall be paid through direct deposit.
- B. Except as provided herein or in Article 16, Compensatory Time Off, all hours worked over and above the employee's scheduled hours of duty shall be compensated as overtime hours. Overtime shall be paid at an hourly rate determined by dividing the employee's weekly wage by 42 (40 in the case of 40-hour employee) and multiplying the

resulting figure by one and one-half ( $1\frac{1}{2}$ ) (two (2) in the case of overtime hours worked on paid holidays).

- C. There shall be no duplication or pyramiding of overtime periods, provided that it is understood that each call-back after the employee is released is subject to the minimum two (2) hour guarantee.
- D. When an employee is called back to work due to an emergency call, he shall be guaranteed a minimum of two (2) hours of overtime from the time he punches in, during which time he shall be expected to remain on duty unless specifically relieved by the Officer in-Charge. Employees scheduled to work the next scheduled shift shall be called for emergency duty before other off-duty employees, and in order of seniority.
- E. When the Department desires to call an employee back to work for shift fill-in where no emergency has been called, and where the employee's regular work schedule will remain unchanged, the work will be offered on the basis of seniority and in such a way as to make such opportunities equalized among the employees over a fiscal year period. If there are no volunteers for such work, the least senior employee available, who has not worked three (3) consecutive shifts, may be required to perform the work, in which case the work will be compensated on an overtime basis. Fire inspection and prevention work is excluded from the operation of this Section.
- F. If an employee is required to work beyond the two (2) hour minimum, he shall be paid an additional half ( $\frac{1}{2}$ ) hour at overtime rate and this shall continue for each additional half ( $\frac{1}{2}$ ) hour period thereafter. For example, assume 2-hour minimum ends at 10:00 hours. If firefighter works until 10:01, firefighter is paid an additional one-half hour beyond the two-hour minimum at OT rate. If firefighter worked until 10:31, (s)he would be paid an additional one-half ( $\frac{1}{2}$ ) hour at OT rate.
- G. During training periods, the provisions of this Article shall not apply to any provisional or probationary employee who is required or expected to attend special training as part of the Department's training program, including on-the-job training as well as outside training, such as CPR or Fire Academy.
- H. Overtime pay shall be paid no later than the second pay day following the period in which it is worked.
- I. For the purpose of calculating overtime obligation under the Federal Fair Labor Standards Act, the payroll period shall be twenty-eight (28) calendar days in length. The FLSA payroll period shall commence on January 1<sup>st</sup> each year, with one overlap period bridging the following year.
- J. It is understood that in the absence of Captains, Lieutenants will be called back. When no officer is available for emergency call-back and the most senior firefighter becomes the OIC, he/she shall receive the minimum two (2) hour OIC pay for that call-back, and OIC pay for any time beyond the two (2) hour minimum. OIC pay will be calculated in accordance with Article 18(B) and Appendix "A." If a firefighter is an

OIC on call-back, he/she shall be in charge in the absence of a ranking officer.

K. The Town agrees to compensate Captains (or provisional captains) for their accepting the position of Acting Chief (or Deputy Chief) while the Chief, or both, is out of town. They shall be compensated annually as explained below:

1. Annually, one hundred dollars (\$100.00) multiplied by the number of captains.
2. Payment of compensation shall be made in one (1) pro-rata sum on the first pay period following the appointment, then the full payment for the following year is made on the first pay period of July.

L. When the on duty shift is out on a call after 8:00 a.m. (or past the end of their scheduled overtime shift), upon arrival back at the station, they shall be compensated with  $\frac{1}{2}$  hours of overtime. If they arrive back at the station after the  $\frac{1}{2}$  hour, they shall be compensated with two (2) hours of overtime. Any arrival time past the two (2) hour period shall result in payment in accordance with Article 15F.

M. Definitions of terms within the Agreement:

"Basic Hourly Rate," "Base Pay Rate," "Hourly Rate," "Straight Time Rate," "Straight Time Wage," "Pay Rate" and "Regular Rate"	equals the	Weekly Wage Rate divided by forty-two (42) hours, exclusive of additional payments, allowances or other augmentation(s)
"Weekly Wage Rate"	equals the	the amount listed in Appendix A as wages regardless of the rotation cycle in any week
"Overtime Rate" and "Overtime Hourly Rate"	equals the	Base Hourly Rate (by any other name as listed above) time 1.5
"gross weekly income"	equals the	the total wages earned in any workweek from any wage and/or augmentations paid in any workweek,
		including any accruals used to account for time not worked

"full pay"	equals the	wages paid in any workweek earned from any wage and/or augmentations paid in any workweek, including any accruals used to account for time not worked
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- N. Firefighters who have at least ten (10) years of continuous service in the Department shall be entitled to a one percent (1%) incentive pay increase; fifteen (15) years of continuous service shall be entitled to a two percent (2%) incentive pay increase and twenty (20) years of continuous service shall be entitled to a three percent (3%) incentive pay increase.

ARTICLE 16  
COMPENSATORY TIME OFF

- A. Any employee required or requested by the Chief of the Department, or his designee, to perform duties for the Department not of an emergency nature during such time as an employee is not scheduled to be on duty, excluding court appearances as a Department employee, may at the Town's discretion be compensated by the Town with pay or paid time off to be used at the employee's choosing.
- B. Requests for accrued compensatory time off may be scheduled and taken at a time mutually agreed between the employee and the Chief or Shift Officer. Requests should be submitted with at least forty-eight (48) hours notice. Approval by the Chief, once granted, shall not be withdrawn, except if mutually agreed to.
- C. Compensatory time is to accrue at a rate of one and one-half (1½) hours for each one (1) hour worked. If the employee's duties are required or requested on a double time day under Article 15, then compensatory time shall accrue at a rate of two (2) hours for each (1) hour worked.
- D. Compensatory time may be accumulated to a maximum of one hundred (100) hours and may be carried on the records indefinitely, unless and until the Town compensates the employee to reduce the balance.
- E. Accumulated time off that has been approved may be canceled should a situation of an emergency nature occur, or for other reasons, provided that twenty-four (24) hours of notice is given to the employee. Cancellations by mutual consent may occur at any time and not be subject to time limits.
- F. Where an employee has called his/her shift officer to have pre-approval of a slip for vacation or compensatory time off, without response for twenty-four (24) hours, the employee may seek approval by the officer or OIC during the shift the slip is submitted. Final approval by the Chief is required.

- G. Two (2) persons (including the shift officer) from each shift will be allowed to be off on approved paid leave, provided that the Department is operating with at least sixteen (16) available employees. This two-(2)-person-off rule does not apply where a shift consists of five (5) or fewer permanent members.

ARTICLE 17  
SHIFT EXCHANGE

Employees shall have the right to shift exchange when the exchange will not interfere with the operation of the Department or result in additional cost. Notification shall be provided to the OIC, Captain, Chief or Deputy Chief within a reasonable period of time prior to the exchange.

***PAY AND BENEFITS***

ARTICLE 18  
WORKING OUT OF GRADE — COMPENSATION

- A. In the absence of a shift officer, any firefighter who is directed by the Chief of the Department to perform the duties and assume the responsibilities of that officer (other than mutual aid) shall be paid for all hours worked at the current OIC rate.
- B. OIC pay for a firefighter filling in as OIC shall consist of three dollars and forty-nine cents (\$3.49) per hour, for FY13, for each hour worked as the OIC on any shift. Thereafter, the pay rate shall annually increase by the same percentage applied generally as the "cost-of-living" increase.

ARTICLE 19  
OUTSIDE PAID DETAILS

- A. The provisions of this Article shall govern the assignment of outside details to the employees covered by this Agreement when such work is to be paid for by another Town Department or by an outside individual, group, organization or corporation.
- B. Such assignment shall be made by the Chief of the Department, or his designee, to qualified off-duty employees and shall be distributed among the employees who volunteer therefore, as equitably as possible. The Chief of the Department shall cause to be maintained a record of all assignments, which may be examined by a representative of the Union at reasonable times and upon reasonable notice.
- C. All details shall be paid at an hourly rate of forty-four dollars (\$44) per hour with a four (4) hour minimum, and a two (2) hour billing increment for any time worked after four (4) hours, up to eight (8) hours. After eight (8) hours, the billing shall be in one (1) hour increments. This shall include any and all subcontractors working for the Town of Greenfield. All bargaining unit members shall be paid on and one-half (1½) times the above-stated hourly wage for any time worked on a

detail after eight (8) hours. Details will be deemed an emergency when the Department is contacted four (4) hours or less in advance of the detail regardless of the time of day and will be paid at one and one-half (1½) the detail rate.

- D. All Sunday and holiday details will be paid at a rate of one and one-half (1½) times the above-stated detail rate. Bargaining unit members will not stay over the time requested without prior notice to the employer that the rate will be rounded to the next hour for any time past the original request.
- E. For any detail that is cancelled within the two (2) hours of the scheduled start of the detail, the four (4) hour minimum will be paid by the requesting agency.
- F. Grant funded assignments by the Chief are not to be regarded as covered by this Section.
- G. Once an employee has accepted and performed or refused to accept such an outside detail, his name shall not be called again for such duty until such time as all other employees have had one opportunity to accept an outside detail, taking into consideration the on-duty schedule.
- H. Such assignments to outside details shall not be made to any persons who are not covered under this Agreement until reasonable efforts have been made to offer the work to covered employees; provided, however, that nothing in this Article shall restrict the rights of the Chief to assign officers to any outside detail which, in the judgment of the Chief, warrants an officer to act as supervisor of a detail or which requires the Fire Inspector.

ARTICLE 20  
EMERGENCY MEDICAL TECHNICIAN

- A. The Employer agrees to compensate all employees who successfully complete and maintain State and National Registry Certification at the EMT rates set forth in Appendix A.
- B. Employees shall provide copies of any initial or recertification papers in order to receive compensation as outlined in Appendix A for the certification level attained. The Town will reimburse the cost of the State/National Certification fee solely in order to maintain the biannual certification.
- C. Emergency Medical Technicians shall be allowed to attend re-certification, training and refresher courses that are held in the local area when otherwise scheduled to be on duty, provided it does not interfere with the operation of the Department.
- D. New employees hired on or after July 1, 2007, must possess a Basic EMT certification or obtain said certification within eighteen (18) months of employment. Should s/he fail to obtain said certification in that period s/he shall be terminated unless an employee can demonstrate reasonable circumstances which prevented him/her from obtaining said certification.

ARTICLE 21  
COLLEGE CREDIT PAY AND INCENTIVE PROGRAM

- A. The Employer agrees to the college credit pay incentive program for regular full-time employees of the Greenfield Fire Department as a reward for furthering their education in the field of fire science, fire administration and/or emergency management. Coursework that is designated as an elective in a fire science degree program, and that is required to complete the degree program, shall qualify under this Article.

If no fire science degree program is available regionally, upon approval of the Mayor and the recommendation of the Chief, the college credit pay incentive may be applied to a degree in business or public administration with a concentration as closely applicable to fire science as possible. Upon a fire science degree program again being offered regionally, this provision shall expire.

- B. The firefighter career incentive base salary increases shall be predicated on the accumulation of points earned toward a baccalaureate or associate degree. Sixty (60) points for art associate degree and one hundred and twenty (120) points for a baccalaureate degree are required. All semester credits and degrees shall be earned in an educational institution accredited by The New England Association of Colleges and Secondary Schools, by the Board of Higher Education, or an accredited educational institution approved by the Town, and the following base salary increases shall be authorized by the Employer and granted in the following manner:

2.0% increase for the accumulation of 10 credits  
4.0% increase for the accumulation of 25 credits  
6.0% increase for the accumulation of 40 credits  
8.0% increase for the accumulation of 60 credits  
10% increase for the accumulation of 90 credits  
12% increase for the accumulation of 120 credits

In any one year, documented information shall be submitted to the Chief of the Fire Department prior to January 1<sup>st</sup> of each year. Whenever current enrollment in courses in the spring semester would increase a firefighter's percentage, he may submit them for budget purposes and would be entitled to the increase, providing the course was satisfactorily completed prior to the start of the fiscal year. Elective courses taken by any firefighter shall not be counted for credit under this Article when he/she is not enrolled in a faunal fire science or fire administration degree, or emergency management program. Upon enrollment in such a program, any completed electives that are accepted by the degree program as fulfilling any requirement shall then become qualified. Final approval, prior to embarking on any course of study in this connection, must be obtained from the Fire Chief. Further, any course for which credit has already been obtained prior to the inception of this plan must be approved by the Fire Chief.

This plan is not contemplated to be retroactive, however, any such credits as described herein, accumulated by regular full-time employees of the Greenfield Fire Department,

shall be entitled to a yearly increase as provided herein.

- C. Incentive pay as provided for under this Article shall be paid weekly, or bi-weekly when all other Town units agree, to eligible employees.

ARTICLE 22  
INSURANCE AND PENSION

- A. The Town will continue to participate in the group insurance programs established under Chapter 32B of the General Laws.
- B. The insurance coverage provided to the employees may be reviewed by an Insurance Advisory Committee as established under M.G.L. Chapter 32B, Section 3. It is agreed that Local #2548 should have one (1) voting position on said Committee. An employee covered under this Agreement who is chosen as the voting Committee member by the Union, when attending meetings and functions pertaining to health and life insurance while on duty, will be paid his regular rate for his normally scheduled work week. The Union shall notify the Town from time to time as to the individual who will be on the Committee or who the delegated alternate is, if any.
- C. The retirement system and pensions as provided under Chapter 32 of the General Laws of the Commonwealth of Massachusetts, as amended, shall be applicable to all eligible employees covered under this Agreement.
- D. Employees will have the option of increasing their life insurance to \$5,000, if desired. Employees will have the option to participate in any of the other insurance plans generally available to all employees of the Town subject to their eligibility restrictions and other requirements.

ARTICLE 23  
VACATIONS

- A. Vacation leave with full pay shall be granted to all employees covered hereunder as follows:

<u>Employment Length</u>	<u>Vacation</u>
> 30 weeks but < 1 year:	48 hours
1 year but < 4 years:	96 hours
4 years but < 8 years:	120 hours
8 years but < 13 years:	144 hours
13 years but < 17 years:	168 hours
17 years but < 22 years:	192 hours
22 years but < 25 years:	216 hours
25 years or more:	240 hours

A vacation week shall constitute forty-eight (48) hours. See Definitions in Appendix B.

- B. Fire Prevention/Administrative Employees: Vacation leave with full pay shall be granted to all Fire Prevention/Administrative employees covered hereunder as follows:

<u>Employment Length</u>	<u>Vacation</u>
> 30 weeks but < 1 year:	40 hours
1 year but < 4 years:	80 hours
4 years but < 8 years:	100 hours
8 years but < 13 years:	120 hours
13 years but < 17 years:	140 hours
17 years but < 22 years:	160 hours
22 years but < 25 years:	180 hours
25 years or more:	200 hours

A vacation week shall constitute forty (40) hours.

- C. Vacation weeks or half weeks shall be granted by the Chief at such time as in his opinion shall cause the least interference with the performance of the Department. These vacation periods are on a first-come basis, and must consist of a full week for those entitled to a full week, and a half week for those entitled to a half week. Up to forty-eight (48) hours of such additional vacation, upon the approval of the Chief within his discretion, may be used, it being understood they shall not be allowed on holidays.
- D. Two persons (including the shift officer) from each shift will be allowed to be off on approved paid leave, provided that the Department is operating with at least sixteen (16) available employees. This two-(2)-person-off rule does not apply where a shift consists of five (5) or fewer permanent members.
- E. Any employee who is separated from service due to termination or death, layoff or retirement shall receive earned wages for all accumulated but unused vacation leave at his/her base rate at the time of separation.
- F. When considered by the Town to be desirable based on its staffing or financial needs, an employee may be permitted to accumulate and hold over vacation leave from one year to the next. Accumulated but unused vacation exceeding the amount the employee can earn in two (2) years shall, if not used, be transferred to the employee's sick leave account for use only as sick leave.
- G. Where an employee has called his/her shift officer to have pre-approval of a slip for vacation or compensatory time off, without response for twenty-four (24) hours, the employee may seek approval by the officer or OIC during the shift the slip is submitted. Final approval by the Chief is required, and once presented to the Chief shall be deemed approved if not denied within two (2) business days. Accumulated time off that has been

approved may be canceled should a situation of an emergency nature occur. Cancellations by mutual consent may occur at any time and not be subject to time limits.

- H. Vacation scheduling will be done within each individual group. The scheduling sign-up period shall begin on the week of January 1<sup>st</sup> in each calendar year and shall end on February 1<sup>st</sup> at 6:00 p.m. Each officer and firefighter shall select his/her vacation according to seniority, and shall sign his/her name and the dates chosen. The most senior employee within each group will sign within forty-eight (48) hours of the posting of the sign-up schedule. Thereafter, each employee will sign within forty-eight (48) hours of the employee who preceded him/her. In the event any employee fails to sign within his/her forty-eight (48) hour period, he/she shall forfeit his first round choice and yield to the next most senior employee. A copy of the sign-up schedule will be submitted to the office in the first week of February. Commencing January 1<sup>st</sup> in each calendar year, the employee will have a fourteen (14) month period in which to choose vacation time for the period. Any vacation requests after fourteen (14) months shall have to wait until the subsequent sign-up period.

ARTICLE 24  
PAID HOLIDAYS

- A. The following days shall be considered to be paid holidays on the days said holidays are to be observed in accordance with Massachusetts law:

January 1 <sup>st</sup>	Veterans Day
Memorial Day	Patriots Day
Martin Luther King Day	Thanksgiving Day
Independence Day	Labor Day
Columbus Day	Christmas Day
Presidents' Day	

- B. Holiday pay shall be calculated as one-fourth ( $\frac{1}{4}^{\text{th}}$ ) of the employee's regular weekly base salary and shall be paid to each eligible employee in addition to his/her regular weekly base salary for the week in which the holiday falls. An employee is eligible for holiday pay if on the day of the holiday he/she is on vacation, injury leave, other paid leave or on approved paid sick leave of over four (4) of the employee's scheduled tours (10/14 schedule).
- C. Holiday pay shall be included in the payroll period in which the holiday occurred.
- D. Any employee wishing an extra day off in lieu of holiday pay may request such in writing and present it to the Chief of the Department, or his designee, at least seven (7) days prior to the requested day off.
- E. Nothing in this Agreement shall prohibit the Town from providing employees with additional paid time off in order to compensate them for added special Town holidays.

- F. Fire Prevention/Administrative Employees: Employees working an administrative schedule shall receive the holidays as enumerated in Article 24(A) and shall have the day off with pay. Holidays that fall on Saturday or Sunday will be observed on the preceding Friday or the following Monday, respectively.

ARTICLE 25  
PERSONAL LEAVE

- A. Up to twenty-four (24) hours per year shall be available to each employee as personal leave for any reason. Such leave may be taken at any time, subject to prior approval of the immediate supervisor or the Chief of the Department, or his designee, in no less than one (1) hour increments. Such leave shall be with full pay and is not accumulative. Such leave shall be considered to satisfy the event requirements of the Massachusetts Small Necessities Act.
- B. Leaves of absence for good reasons may be granted by the Chief of the Department, or his designee, with approval of the Mayor, at their discretion. Such leaves shall be without compensation, but shall not exceed a period of one (1) year.
1. Pursuant to COBRA, if applicable, full insurance benefits will continue during the period of leave, with the employee responsible for payment of full premium.
  2. Upon return from such leave, all benefits to which the employee was entitled at the time his/her leave commenced, including unused sick leave, will be restored to the employee upon his/her return; however, no sick leave or vacation shall accumulate during the period, nor shall he/she be entitled to holiday pay while on leave. If the leave bridged two (2) fiscal years, the employee will be credited on return with a pro-rated amount of personal leave.
- C. Two persons (including the shift officer) from each shift will be allowed to be off on approved paid leave, provided that the Department is operating with at least sixteen (16) available employees. This two-(2)-person-off rule does not apply where a shift consists of five (5) or fewer permanent members.

ARTICLE 26  
SICK LEAVE AND INJURED-ON-DUTY (IOD) LEAVE

- A. All permanent and provisional full-time members of the bargaining unit shall be entitled to one hundred eighty (180) hours or fifteen (15) hours of sick leave per month, or fifteen (15) days per anniversary year credited on the first day of each anniversary year without loss of pay. If sick leave allowance is not used in any anniversary year, it shall accumulate without limitation.

For the purpose of consumption and use of sick leave, each 24-hour shift shall equate to 2 sick days.

- B. Sick leave as used in this Article shall be defined as absence from work without loss of pay because of non-service-connected injury or illness.
- C. When an employee finds it necessary to be absent from duty because of illness or injury, he or his agent shall report the fact to the on-duty shift officer as soon as the employee knows as practicable but not less than two (2) hours prior to the start of his/her work shift, including the anticipated length of absence and any subsequent changes in the anticipated length of absence, except if circumstances preclude the employee from doing so. The Town may require periodic reports from the employee as to his/her status.
- D. Absences incurred through use of alcohol or illegal drugs shall be excluded from sick leave allowance. However, any employee will be granted sick leave to attend a bona fide substance abuse or mental health facility.
- E. Employees who are absent for injury or illness for more than one (1) tour, maybe required, before reporting to duty, to present a physician's certificate to the Chief of the Department or his designee, stating they are fit for duty. No unpaid absence for reasons of illness or injury will be allowed or authorized until the employee's paid sick leave account is exhausted.
- F. Any employee signed out on sick leave shall notify the Chief of the Department or his designee of his whereabouts if other than his home address and shall comply with medical restrictions placed upon them for recovery.
- G. An employee shall be compensated while on IOD leave in accordance with M.G.L. c. 41, Section 111F, as amended:
  - 1. While on IOD leave, an employee will be paid in accordance with Articles 11, 18 and 24. There shall be no deduction from pay for holidays falling in the leave period. During IOD, the employee continues to accrue sick and vacation leave for the first eleven and a half (11<sup>1/2</sup>) tours and then ceases to accrue; on return to work, other benefits such as personal leave and uniform allowance will be credited pro rata.
  - 2. An employee on injury leave who is unable to use accumulated vacation leave within the crediting year shall have the option of receiving pay for the unused vacation leave or the amount of vacation time off during the following year.
  - 3. Seniority shall continue to accrue during an injury leave.
- H. All employees, upon retirement, layoff or death, shall be entitled to receive twenty percent (20%) of their unused accumulated sick leave at their base rate in a lump sum payment. A sick leave day shall be equal to twelve (12) hours of the employee's base wage at the time. There shall be a \$5,000 capitation on the maximum payment of unused, accumulated sick leave for employees hired after July 1, 2015

- I. Any employee not using sick time (not to include IOD) in a fiscal year will be allowed to use one additional (but not accumulative) twenty-four (24) hour shift or period as a "personal day" during the following fiscal year (subject to the conditions outlined in Article 25A.).
- J. Up to a maximum of eighty-four (84) hours shall be allowed for serious injury or illness in the immediate family of the employee (spouse, child) and shall be charged against sick leave.
- K. Any paid leave as provided under this Article shall run concurrently with and not in addition to any FMLA leave.

ARTICLE 27  
BEREAVEMENT LEAVE

- A. Leave up to a maximum of three (3) days, which three (3) days shall be from the day of death up to and including the day of the funeral (or in case of spouse, child, parent or grandparent, the day after the funeral), shall be allowed for death in the immediate family of the employee and shall not be charged against the sick leave allowance of the employee.
- B. Immediate family as described in this Section shall mean spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, stepmother, stepfather, stepsister, stepbrother, stepchild, grandparents and grandchildren of the employee or his spouse. Aunts and uncles shall be recognized under this Article but with the understanding that only the calling hours and day of the funeral will be allowed off. If additional time is desired, the employee will inform the Chief pursuant to Section C below.
- C. To accommodate special relationships of a parental nature, employees may submit for Departmental approval the name and relationship information of other relatives the employee wishes to be considered as immediate family for the purpose of this Article. Such submission and Town's approval/denial shall be reasonable.
- D. Additional time off may be allowed in reasonable circumstances within the sole discretion of the Chief.

ARTICLE 28  
MILITARY LEAVE

- A. An employee having at least thirty (30) days continuous service for the Town and being required to perform military duty in the Armed Forces under the provisions of the General Laws, Chapter 33, Section 54, or being required to service an annual tour of duty as a member of a reserve component of the Armed Forces of the United States, shall be granted a military leave of absence and shall also be entitled to the difference between military pay and his regular base weekly wage for not more than fifteen (15) work days.

- B. A military leave of absence without compensation shall be granted to any such employee called to active duty with the Armed Forces of the Commonwealth or of the United States for purposes other than the military duty referred to in the preceding Paragraph. It is the employee's responsibility to notify his/her department manager of the dates he/she is leaving for military service and to provide written proof from military or selective service officials. Leave granting and reemployment will be in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).
- C. A military leave of absence with compensation shall be granted to any such employee for the purpose of appearing before any board under the Selective Service Law or for any physical examination under said Law, but no such leave of absence shall be granted for a period of more than one (1) day without the approval of the Mayor.

ARTICLE 29  
FAMILY AND MEDICAL LEAVE

In compliance with the Town's adoption of the Family Medical Leave Act (FMLA) of 1993, and as hereby agreed and affirmed by the Town and the Union, the FMLA leave policy governs events such as:

- 1. the birth, adoption or foster care placement of a child and for care of that child;
- 2. the serious health condition of a spouse, spousal equivalent or life partner, child or parent of the employee;
- 3. the employee's own serious health condition

Pursuant to the policy, all eligible employees are entitled to take up to twelve (12) weeks of unpaid family medical leave during a twelve (12) month period as provided for under the FMLA policy definitions and procedures; except:

- 1. as provided for under any applicable Time Off Plan contained elsewhere in this Agreement; and
- 2. as outlined in the "Paid Leave and Benefits" section of the FMLA policy; and
- 3. any paid leave provided by this Agreement shall run concurrently with and not in addition to any unpaid leave.

The Town and the Union hereby affirm and adopt the Massachusetts Small Necessities Act wherein employees are entitled to twenty-four (24) hours of unpaid leave time in addition to any FMLA leave. It is hereby agreed that personal time as provided for elsewhere herein shall be considered to satisfy the Act and shall run concurrently with and not in addition to any unpaid leave. Leave under the Act includes events such as:

- 1. school activity involving the educational advancement of the employee's child;
- 2. to accompany the employee's child to a routine medical or dental appointment;
- 3. to accompany the employee's elderly parent (60 or older and related by blood or marriage) to routine medical or dental appointments or for appointments for other professional services related to the elder's care.

Employees are notified that all notifications, certifications and questions must be submitted to the Fire Chief, who will forward them to the Director of Human Resources.

ARTICLE 30  
COURT TIME/JURY DUTY

- A. Except as provided in Article 3(F), any employee who is subpoenaed to give testimony in a legal proceeding in his/her capacity as an employee of the Town, and in connection with an incident that took place while he/she was on duty for the Town, including mutual aid response, shall be allowed time off from work without loss of pay or benefits for the court time, and if off duty, the court time will be paid for at the employee's overtime rate. Witness fees to which the employee is entitled shall be turned back to the Town for such paid time except for travel reimbursements.
- B. Any bargaining unit member scheduled for jury duty the morning of his/her tour shall be granted the time off without having to make up any lost time. If released from further service, employees shall report for duty to complete their 24-hour tour. If s/he is required to return the following day, s/he shall not be required to report for duty and will not have to make up the lost time.

If employees are scheduled for jury duty the morning following the end of their tour, they will be granted time off as of 8:00 p.m. the night prior without having to make up any lost time.

ARTICLE 31  
CIVIL SERVICE EXAMINATION TIME OFF

- A. An employee will be granted time off from duty without loss of compensation equal to the scheduled length of such examination, plus travel time to and from the examination site for the purpose of taking any fire service-related Civil Service examination conducted by the Division of Personnel Administration for which the employee is eligible if such examination of any part thereof is scheduled to be held at a time when the employee is scheduled for duty provided that should the situation arise that shift strength would not allow an employee time off for an examination, the Department shall hire a fill-in for the shortage provided the employee has given the Chief at least one (1) month's notice of the time off in writing and provided further that the Chief can order an employee to fill in if he cannot find someone willing to fill in.

ARTICLE 32  
COMMUNICABLE DISEASE TESTING TIME OFF

- A. When an employee has been exposed to any communicable disease while on duty and it is advisable to go for testing while not on duty, he/she shall be compensated with accumulated time as provided for in Article 19C.
- B. If an appointment is during regular work hours, he/she shall be granted time off without

having to use any other time off plan as provided for elsewhere herein, nor will they be required to make up said time. If the shift or a portion thereof has to be filled while the employee is at their appointment, it shall be the responsibility of the Officer of the OIC to fill the vacancy.

- C. The time off allowed for testing shall be the time actually required to be at any medical facility for testing. When an employee is on duty, the time allowed shall also include the time to drive from the station and his/her return.

ARTICLE 33  
CLOTHING AND PROTECTIVE GEAR

- A. The Employer shall supply each new appointee with a dress uniform.
- B. The Employer will also provide each employee with protective clothing to include:

- One (1) helmet
- Two (2) pair boots
- Two (2) pair gloves
- Two (2) pair mittens
- Two (2) badges
- Two (2) Nomex hoods
- Two (2) sets of bunker gear
- One (1) light
- One (1) SCBA Mask
- One (1) Parka/Coat

All protective clothing and badges shall be purchased by and remain the property of the Employer. All protective clothing at the time of purchase shall meet any and all current NFPA standards. No employee will alter issued turnout gear without the permission from the Chief or his/her designee.

- C. During the first year of employment, a new firefighter's clothing replacement allowance shall be twice the annual allowance in order to delay first-year expenses. The annual clothing allowance shall consist of five hundred dollars (\$500). The clothing allowance will increase by seventy-five dollars (\$75) in fiscal year 2017 and seventy-five dollars (\$75) in fiscal year 2018. Captains and Fire Alarm clothing allowance shall be \$100.00 over and above that of a firefighter. An annual boot allowance for each eligible member shall be added consisting of one hundred dollars (\$100) beginning fiscal year 2013.
- D. Each employee shall maintain his clothing and equipment in good condition and pay for loss or damage, if grossly negligent.
- E. Employees will receive their clothing allowance in a one time yearly check with the understanding that they must still meet Department uniform policies and are not grievable. This amount is to be paid annually at the beginning of the new fiscal year, no

later than the first week in August. New employees will receive their start-up clothing allowance upon their appointment.

- F. The Town agrees to provide corrective frames, lenses, etc. for SCBA masks.

ARTICLE 34  
EYEGASSES AND DENTURE REPLACEMENTS

The Employer agrees to reimburse the employee, after submission of appropriate receipt(s) evidencing the loss, for the replacement of eyeglasses, contact lenses, dentures, hearing aids lost or broken while an employee was engaged in fighting a fire or performing any other rescue or hazardous duties, provided loss or damage is reported to his immediate supervisor as soon as the emergency is over and before going off duty. The Town will replace approved damaged employee purchased harnesses upon proper documentation and approval by the Chief.

ARTICLE 35  
PROFESSIONAL ENHANCEMENT

- A. Any employee who is sent by the Department to a training course, seminar or workshop shall be fully reimbursed for registration and related fees, and shall be provided lodging and transportation or shall be reimbursed at the regular Town mileage rate if travel beyond fifteen (15) miles of the central station and/or overnight accommodations is required.
- B. Voluntary attendance by employees of up to eighty (80) hours per year at work-related training courses, seminars and workshops that are approved by the Chief will be encouraged. Once scheduled and approved, an employee's attendance and time off shall be considered to be guaranteed. If such training events are scheduled when an employee is not on duty, then he/she shall be compensated with accumulated time as per Article 16, Compensatory Time. The Town will reimburse employees for tuition or registration fees for any such training
- C. Employees will provide the Town with a certificate of completion or other such documentary evidence upon the completion of any such training which will be placed into his/her personnel file.
- D. Employees assigned to the full-time position in the Fire Prevention Division of the Department will be allowed time to attend meetings and related seminars pertaining to their fields of involvement in the fire service. All costs of travel to and from the above-mentioned meetings and seminars will be covered by the Town, including mileage and meals, etc. The Town shall cover the yearly cost of maintaining membership in related organizations such as the NFPA or LMSA, etc. The Town will provide funding for education that would assist the employee in the performance of his/her duties while in the Fire Prevention Division, up to a maximum of five hundred dollars (\$500.00) in any fiscal year.

- E. Upon appointment, Shift Officers will attend a fire service management course at the discretion of the Chief. The Department will encourage participation in fire service management workshops. A certificate of successful course completion will be provided to the Chief or his designee to be put in their personnel file. Any prior approved costs will be reimbursed by the Greenfield Fire Department.
- F. Town will continue practice of paying Firefighters on off shifts to maintain First Responder certification.

## ***MISCELLANEOUS***

### ARTICLE 36 LIGHT DUTY

- A. Employees who are unable to perform their duties due to temporary medical disability (injured on duty or injured while not on duty) but who can perform "light duty" may, upon mutual agreement between the Chief and the employee, be assigned an available task within their capabilities and within medical restrictions prescribed by any medical provider. These tasks shall be within the normal firefighter duties as stated in the Greenfield Fire Department Rules and Regulations.
- B. Light duty assignments may be washing, polishing, paint, test and minor repairs to fire apparatus, equipment and facilities, clean and maintain living quarters, participate in routine fire prevention activities and inspections, providing that none of these duties will cause additional injury or prolong the healing process. The Town or Employer shall be liable for any additional on-the-job injuries while the employee is on light duty.
- C. An employee on light duty shall submit a physician's letter projecting the length of recovery time. Be it known that the recovery time may be less or more than the projected time stated in the physician's letter.
- D. While on light duty, an employee will be eligible for shift fill-ins if consistent with the medical restrictions and the efficient and safe performance of the Greenfield Fire Department, during such time the employee will comply with the medical restrictions and rehabilitation regiment prescribed medically. The employee will not be hired in or receive a refusal if the shift requiring a fill-in already has a light duty person on said shift. While on light duty, the employee will not work any outside details until he/she returns to full duty.
- E. When an employee is on light duty with an injury that is IOD, sick leave shall not be charged to the employee during the projected recovery time. In the case where an employee is on light duty due to an injury that is not IOD, he/she shall be charged sick leave only after four (4) tours on the 10/14 shcedule.

Light duty will only be instituted when IOD or non-job injury will be longer than three

(3) months unless mutually agreed upon by the employee and the Chief of the Department.

ARTICLE 37  
UNION MEMBER FILES

All personnel files and entries made therein kept by the Department shall be considered to be confidential except as otherwise provided for by law. Without the prior written consent of the employee in each instance, no part thereof shall be released or receivable by anyone not directly employed by the Employer or occupying a municipal government position and acting in that capacity except under a subpoena issued by a court or administrative agency or competent jurisdiction or under express provision of law requiring such release.

ARTICLE 38  
SUBSTANCE ABUSE PROCEDURE

- A. The purpose of this policy is to establish the fact that the Town and the Union agree that the workplace must be a drug-free environment in accordance with the Drug-Free Workplace Act of 1988 to protect the health and safety of its employees and the general public, and to maintain efficiency, productivity and economy of operations. The main emphasis of the program, as it relates to an employee admitting to a confirmed problem of alcoholism or drug dependency, is to provide a single counseling and rehabilitation opportunity for the employee to keep his/her job, unless the seriousness of misconduct, negligence or absenteeism by the employee outweighs this purpose.
- B. In the event that an employee reports to work or at any point during his/her work shift and gives the appearance of or exhibits behaviors of, or in which there are reasonable grounds for believing or suspecting an employee may be under the influence of either alcohol or illegal drugs, as determined by the reasonable suspicion standard provided herein, the employee may be removed from duty and required to undergo drug and/or alcohol testing.
- C. Testing Procedures Non-DOT/CDL:
  - 1. Except under Subsection 10 or in the case of applicants for employment in the bargaining unit (as to whom the Union claims no jurisdiction), no drug testing shall be permitted on a random or universal basis except as herein provided. Testing of employees shall only be permitted when there is reason to suspect drug or alcohol use and that this suspected use has, is or will be affecting job performance. Immediate alcohol testing shall be permitted based upon the reasonable suspicion standard herein provided.
  - 2. Prior to any testing for drugs (other than alcohol), the Town will provide the employee and the Union with a written report evidencing reasonable suspicion. The employee or Union may ask that a department head or director or a mutually agreed upon health professional review such report and decide whether or not testing shall proceed. If this review procedure is not completed by the end of the

next full calendar day after the report is given to the Union and the employee, the testing will be done and the results held back from release until the appeal is decided.

3. The credibility of sources of information whether by tip or informant, the reliability of submitted information, the degree of corroboration, the results of Town inquiry and/or other factors shall be weighed in determining the presence or absence of reasonable suspicion. The following are representative but not all-inclusive examples of such circumstances:
  - a. An employee deemed impaired or incapable of performing assigned duties.
  - b. An employee experiencing excessive vehicle or equipment damage, or any vehicle accident involving significant damage or injury to any person.
  - c. An employee exhibiting behavior inconsistent with previous performance. An employee who exhibits irritability, mood swings, nervousness, hyperactivity or hallucinations.
  - d. An employee who is subject to substantiated allegations of use, possession or sale of drugs and has not agreed to participate in a rehabilitation program.
4. The employee shall be provided with a test sample at the time drug testing is conducted. Drug testing to be performed is to be of the more expensive and accurate nature, so as not to subject the employee to the stress and embarrassment of a possible false positive result from the less expensive test.
5. The following information shall be provided an employee directed to undergo a drug test:
  - a. A copy of the testing program procedures.
  - b. A description of the sample gathering protocol.
  - c. A list of the tests to be used.
  - d. The name and location of the laboratories to be used.
  - e. The test results in writing with an explanation of what the results mean.
6. The parties shall ensure the confidentiality of the testing process and results. Access to information about the test shall be limited to the employee and only members of management and Union officials with a compelling need for this information.

7. Except as to a grievance that the Reviewer has not followed the procedure outlined in this Article, the decision of the Town to require alcohol or drug testing shall be final and binding and not subject to the grievance and arbitration procedure. The test sample taken from the employee shall be secured by the Town physician, the nurse practitioner or a testing laboratory designated by the Town. Failure to provide the test sample as directed will result in disciplinary action.
8. In cases of post-accident or "reasonable suspicion" testing based at least in part upon misconduct or negligence of the employee, it is agreed that the Town may regard such misconduct or negligence as separate ground for possible discipline/discharge, subject to "just cause" principles.
9. It is the intention of this Article that a non-probationary employee who is found to test positive in the drug screening shall be treated within the Employer/employee relationship. It is incumbent upon the employee to submit a proposal to the Town to be reviewed by the physician designated by the Town for approval. It is the intention that such proposal includes a drug rehabilitation clinic, whether on an out-patient or in-patient basis. The employee may utilize sick days for such in-patient programs. Leaves of absence without pay for such reasonable periods will be allowed if the employee has no other accrued leave available, pursuant to FMLA. The employee shall be expected to comply with all the requirements and such regulations of the substance abuse rehabilitation clinic and the failure to abide by all such conditions and requirements shall be a basis for termination of employment.
10. The employee agrees to submit to random urinalysis testing at the discretion of the Town for a period of one (1) year after returning to work after commencing said program. If any test during such time yields a positive result, the employee shall be immediately subject to disciplinary action which may be termination of employment.
11. In the case of a positive test result, the Town's financial responsibility is to pay for the initial test and one "return to work" test if allowed; all other testing shall be the financial responsibility of the employee. In the event a split sample test yields a negative result, the Town shall pay for the split sample test.
12. Within any ten (10) year period of his/her employment, the Town will give an employee who has a positive test one and only one chance to return to work, and this opportunity does not exist in (a) refusal to test situations, (b) where a second incident takes place during the re-testing period before the employee is allowed to return to regular duty, or (c) in any case where a test is given in connection with conduct by the employee that causes or results in or created a serious threat of serious bodily injury or substantial damage to property, or rises to the level of conduct in reckless disregard of safety. This provision does not require the Town to discharge an employee or in any manner reduce the discretion of the Town as to exercise of its rights as established in this Agreement.

ARTICLE 39  
AMBULANCE OPERATION

- A. In the interest of protecting the health and safety of the residents of the Town of Greenfield and to ensure that competent and adequate care is provided to those residents in need of such services, the Town may provide direct and indirect response benefiting the Town of Greenfield in connection with the provision of Back-Up Ambulance Service.
- B. Training: The training required by the National Registry shall be afforded to each eligible Firefighter (Firefighters possessing a valid EMT certification, namely "basic," "intermediate" or "paramedic") and each eligible Firefighter may be afforded up to ten (10) hours of "off-duty" time (to be completed by the Town under Article 15, Section B of the Collective Bargaining Agreement), if "on-duty" time is not sufficient to meet training needs, to participate in and complete the training.
- C. The Town shall maintain (as required by OEMS) a powered stretcher and tracker stair chair for use in providing the "back-up" ambulance service.
- D. CQI: A committee of three (3) bargaining unit members (along with a representative from Management) shall meet once per month to review all run reports and associated forms to ensure quality, protocol compliance, and patient care quality. This committee shall report to the Fire Chief any problems found so that training or any other appropriate action can be taken to correct the issues. Each bargaining unit member of this committee shall be paid an amount not exceeding three (3) hours per calendar month (paid at the employee's respective overtime rate) for services performed as a member of this committee. If the number of back-up ambulance transports exceeds twenty-five (25) transports per calendar month during the term of this Agreement, the bargaining unit committee members shall be eligible for additional compensation for the increased time necessary to perform their services as reasonably determined by the Chief.
- E. With Respect to those current Firefighters hired prior to 2007 who do not possess any EMT certification but who, during the term of this Agreement, successfully obtain an EMT Basic certification, the Town agrees to reimburse them their costs (i.e., tuition and costs of books) in successfully completing the training program leading to the attainment of the certification.
- F. This Article may be reopened on compensation should back-up ambulance transports by this service exceed three hundred thirty (330) per year.

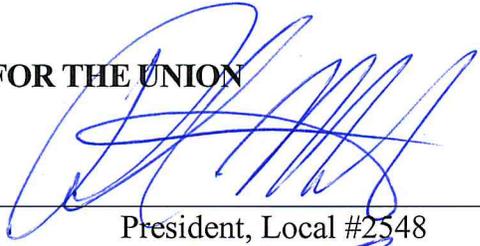
ARTICLE 40  
DURATION

- A. The parties acknowledge that during the negotiations which result in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by laws from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement.

- B. Therefore, the Town and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject not specifically referred to or covered in this Agreement.
- C. The Union recognizes that the Town shall not be obligated to provide any of the benefits set forth in this Agreement or comply with any of its provisions in the absence of the applicable Town Council approval. The Employer, however, shall be obligated to seek Town approval and shall exercise its best efforts to obtain approval. Should this Agreement not be funded by the Town Council, negotiations shall resume pursuant to Chapter 150E, M.G.L.
- D. The Agreement shall become effective on July 1, 2015 and shall remain in effect until June 30, 2018. It shall automatically renew from year to year thereafter unless either party shall give written notice to the other party by January 5<sup>th</sup> or any subsequent January 5<sup>th</sup> that it desires to modify or terminate this Agreement. The Town and Union also agrees that if a substation is approved and plans are being prepared then they shall mutually agree to reopen negotiations pertaining only to the operation and manning of the sub-station.
- E. Retroactivity shall apply only to the hourly wages as set forth in Appendix "A," not to other payments such as outside detail pay and subpoena pay.

IN WITNESS WHEREOF, the parties hereto have set their hands this 2<sup>nd</sup> day of October, 2015.

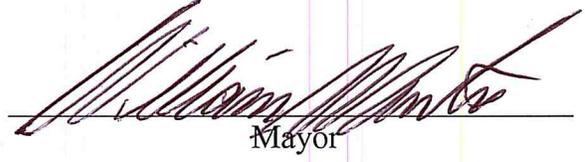
**FOR THE UNION**



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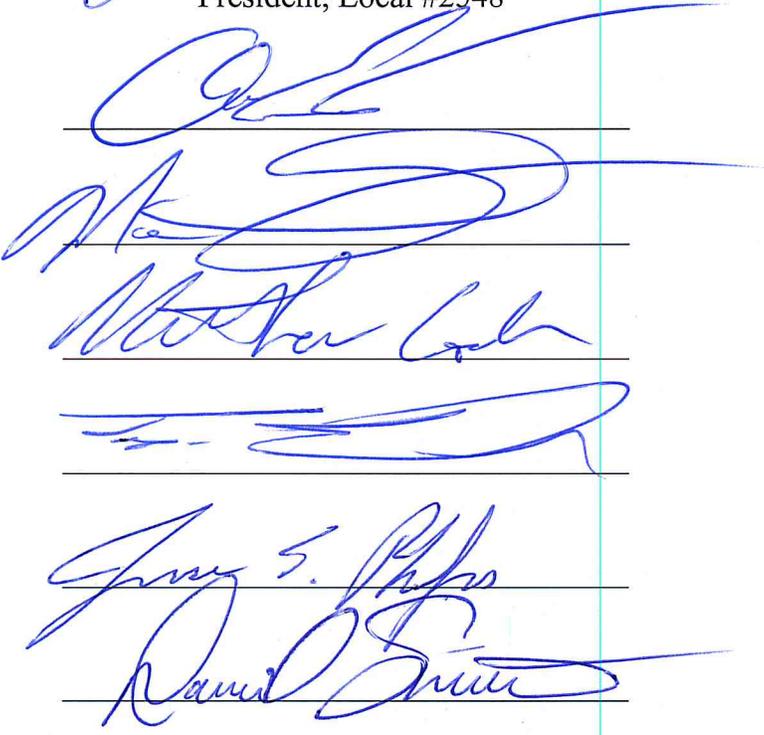
President, Local #2548

**FOR THE TOWN**



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Mayor



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APPENDIX A  
WAGES

**FISCAL YEAR 2016**  
**7/1/15 – 6/30/16**

**Firefighter**

		<b>Basic</b>	<b>Intermed.</b>	<b>Paramedic</b>
<b>A (Year 1)</b>	\$731.91	\$799.22	\$828.06	\$866.53
<b>B (Year 2)</b>	\$773.08	\$840.39	\$869.23	\$907.70
<b>C (Year 3)</b>	\$819.43	\$886.74	\$915.58	\$954.05
<b>D (Year 4)</b>	\$847.68	\$914.99	\$943.83	\$982.30
<b>E (Year 5)</b>	\$873.20	\$940.51	\$969.35	\$1,007.82
<b>F (Year 6)</b>	\$905.71	\$973.02	\$1,001.86	\$1,040.33
<b>G (Year 7)</b>	\$985.16	\$1,052.47	\$1,081.31	\$1,119.78
<b>H (Year 8)</b>	\$1,065.32	\$1,132.63	\$1,161.47	\$1,199.94

**Lieutenant**

		<b>Basic</b>	<b>Intermed.</b>	<b>Paramedic</b>
<b>1-5 Years</b>	\$1,147.30	\$1,214.61	\$1,243.45	\$1,281.92
<b>5+ years</b>	\$1,162.83	\$1,230.14	\$1,258.98	\$1,297.45

**Captain**

		<b>Basic</b>	<b>Intermed.</b>	<b>Paramedic</b>
<b>1-5 Years</b>	\$1,268.79	\$1,336.10	\$1,364.94	\$1,403.41
<b>5+ Years</b>	\$1,298.64	\$1,365.95	\$1,394.79	\$1,433.26

**FISCAL YEAR 2017**  
**7/1/16 – 6/30/17 – 2% Increase**

**Firefighter**

		<b>Basic</b>	<b>Intermed.</b>	<b>Paramedic</b>
<b>A (Year 1)</b>	\$746.55	\$815.20	\$844.63	\$883.86
<b>B (Year 2)</b>	\$788.54	\$857.20	\$886.62	\$925.85
<b>C (Year 3)</b>	\$835.82	\$904.47	\$933.90	\$973.13
<b>D (Year 4)</b>	\$864.63	\$933.29	\$962.71	\$1,001.94
<b>E (Year 5)</b>	\$890.66	\$959.32	\$988.74	\$1,027.97
<b>F (Year 6)</b>	\$923.82	\$992.48	\$1,021.90	\$1,061.13
<b>G (Year 7)</b>	\$1,004.86	\$1,073.52	\$1,102.94	\$1,142.17
<b>H (Year 8)</b>	\$1,086.63	\$1,155.28	\$1,184.70	\$1,223.93

**Lieutenant**

		<b>Basic</b>	<b>Intermed.</b>	<b>Paramedic</b>
<b>1-5 Years</b>	\$1,170.25	\$1,238.90	\$1,268.32	\$1,307.55
<b>5+ years</b>	\$1,186.09	\$1,254.74	\$1,284.16	\$1,323.39

**Captain**

		<b>Basic</b>	<b>Intermed.</b>	<b>Paramedic</b>
<b>1-5 Years</b>	\$1,294.17	\$1,362.82	\$1,392.24	\$1,431.47
<b>5+ Years</b>	\$1,324.61	\$1,393.27	\$1,422.69	\$1,461.92

**FISCAL YEAR 2018**  
**7/1/17 – 6/30/18 – 1% Increase**

**Firefighter**

		<b>Basic</b>	<b>Intermed.</b>	<b>Paramedic</b>
<b>A (Year 1)</b>	\$754.01	\$823.35	\$853.07	\$892.69
<b>B (Year 2)</b>	\$796.43	\$865.77	\$895.48	\$935.11
<b>C (Year 3)</b>	\$844.18	\$913.52	\$943.23	\$982.86
<b>D (Year 4)</b>	\$873.28	\$942.62	\$972.34	\$1,011.96
<b>E (Year 5)</b>	\$899.57	\$968.91	\$998.63	\$1,038.25
<b>F (Year 6)</b>	\$933.06	\$1,002.40	\$1,032.12	\$1,071.74
<b>G (Year 7)</b>	\$1,014.91	\$1,084.25	\$1,113.97	\$1,153.59
<b>H (Year 8)</b>	\$1,097.49	\$1,166.83	\$1,196.55	\$1,236.17

**Lieutenant**

		<b>Basic</b>	<b>Intermed.</b>	<b>Paramedic</b>
<b>1-5 Years</b>	\$1,181.95	\$1,251.29	\$1,281.00	\$1,320.63
<b>5+ years</b>	\$1,197.95	\$1,267.29	\$1,297.00	\$1,336.62

**Captain**

		<b>Basic</b>	<b>Intermed.</b>	<b>Paramedic</b>
<b>1-5 Years</b>	\$1,307.11	\$1,376.45	\$1,406.16	\$1,445.78
<b>5+ Years</b>	\$1,337.86	\$1,407.20	\$1,436.92	\$1,476.54

APPENDIX B  
APPARATUS

PUMPERS  
ENGINES  
AERIAL EQUIPMENT:  
LADDERS  
TOWERS  
BUCKETS  
HAZMAT UNITS  
RESCUE TRUCKS  
AMBULANCE  
BOAT

Call force, upon assignment, may drive department vehicles with the exception of the above listed departmental apparatus.

DEFINITIONS

TOUR Two (2) consecutive shifts.

SHIFT: A single 24-hour period.

ANNIVERSARY DATE: Date that someone starts full-time employment with the Town. This is also the starting date for vacation accrual.

DEPARTMENT SENIORITY: Most recent date that someone starts full-time employment with the Fire Department.

CALENDAR YEAR: January 1<sup>st</sup> to December 31<sup>st</sup>.

VACATION DAY: A single 12-hour period.

VACATION WEEK: Forty-eight (48) hours.

VACATION SIGN-UP PERIOD: January 1<sup>st</sup> to February 1<sup>st</sup> in any calendar year. SUMMER

VACATION PERIOD: May 1<sup>st</sup> to October 31<sup>st</sup>.

BARGAINING UNIT MEMBER: All persons covered under the Collective Bargaining Agreement between the Town and TAFF Local #2548.

**APPENDIX C**

**MEMORANDUM OF UNDERSTANDING**

The Union has agreed to the health insurance plan design changes and mitigation plan referenced in a Memorandum of Agreement between the Parties dated February 8, 2012.

Parties agree to promptly, after start of the Agreement, engage in good faith discussions with the aim of developing a prompt and mutually agreeable plan to convert the Unit to a "week behind" payroll payment method like other Town units (provided that it is understood that the Unit will not lose pay in the process).

— End of Memorandum —