

AGREEMENT

Between

The City of Framingham

And

Framingham Firefighters,

Local #1652

IAFF, AFL-CIO

July 1, 2017 – June 30, 2020

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PREAMBLE

THIS AGREEMENT, entered into by and between the ***City of Framingham***, of the Commonwealth of Massachusetts, a municipal corporation chartered by said Commonwealth, and hereinafter referred to as the ***“City”*** and the ***Framingham Fire Fighters, Local #1652, IAFF, AFL-CIO***, hereinafter referred to as the ***“Union”***

WITNESSED

NOW, THEREFORE, in consideration of their mutual promises the parties agree as follows:

ARTICLE I

Section 1. Recognition.

The City of Framingham recognizes Local #1652, IAFF, AFL-CIO, as the sole and exclusive bargaining agent for all uniformed members of the Fire Department or any others served by this Agreement exclusive of the Chief of the Fire Department and Deputy Fire Chiefs.

The rights of the City of Framingham and employees of the Fire Department shall be respected, and the provisions of this Agreement shall be observed for the orderly settlement of all questions.

Section 2. Management Rights.

The listing of the following specific rights of management in this Article is not intended to be a waiver of any of the rights of the City not listed herein. Such inherent management rights shall remain with the City except as they may be shared with the Union by specific provisions of this Agreement. Among the management rights vested in the City are the right in accordance with applicable law, to hire, promote, transfer, suspend, demote, discharge, and to relieve employees from duty, and such other rights as are granted by law.

The City must have the capability to protect the public against fire and other hazards and to take whatever action is necessary in emergency situations. The City shall select and determine the number and types of employees required, and shall assign work to such employees in accordance with requirements determined by the City and the qualifications of each employee.

Commencing October 1, 1993, there shall be no involuntary transfers of bargaining unit employees without just cause.

In the event an assignment becomes vacant due to retirement, resignations, or promotions, that position will be put out to bid for 14 days. The Chief will make an assignment from that bid list. If no bids are received, the Chief may make an assignment to that position. The bid chain for any position will run for 2 cycles. After that second cycle, the Chief may make an assignment. (FY08 MOU)

In emergency situations, the Chief may involuntarily transfer an employee for just cause, however he must then comply with the procedures set forth below as soon as possible after the transfer.

When the Chief contemplates an involuntary transfer for just cause, he shall first advise the Union in writing 14 days in advance of such transfer. If the Union so requests, the Chief shall meet with the Union in advance of such transfer to discuss the matter and to attempt to arrive at an agreement regarding such transfer.

If no agreement is reached the parties shall first attempt to effectuate the transfer through attempting to secure a qualified volunteer to exchange assignments with the person or persons to be transferred for just cause.

If such just cause transfer cannot be accomplished through volunteers then the Chief may implement the transfer by requiring the junior qualified person in such rank department wide to replace the person transferred

Section 3. Non-Discrimination.

The City and Union agree that they will continue their present policy and practice of not discriminating against any employee because of union membership and activities or the lack of membership or the refraining from engaging in union activities. Further, the City and Union agree that they will continue their present policy and practice of not discriminating against an employee because of race, color, creed, religion, age or sex as provided by law.

Section 4. Dues Deduction.

In accordance with Chapter 180, Section 17A of the General Laws of the Commonwealth of Massachusetts, the City shall deduct from earned wages, periodic Union membership dues from those employees who individually authorize such deduction on an appropriate form. The City will remit all sums deducted to the Treasurer of the Union together with a list of the employees from whom such dues have been deducted. Providing there is no equipment breakdown or personnel shortage, such remittance shall be made by the second pay period of the succeeding month.

The Union shall indemnify and save the City harmless against any claim, demand, suit, or other form of liability that may arise out of or by reason of action taken by the City for the purpose of complying with this Section.

Section 4A. Agency Service Fee.

Pursuant to General Law, Chapter 150E, Section 12, it shall be a condition of employment that on or after the thirtieth (30th) day of employment in the bargaining unit, or the execution date of this Agreement, whichever is later, each and every member of the bargaining unit shall pay to the Union any Agency Service Fee which shall be proportionally commensurate with the cost of collective bargaining and contract administration. The Agency Service Fee shall be deducted each pay period and shall not exceed in amount the sum set from time to time by the Union as their regular dues.

Section 5. Time-Off- Union Business.

All employees covered by this Agreement, who are officers of the Union or who are appointed by the Union as members of said Union's Collective Bargaining Negotiation Unit (not to exceed three (3), shall be allowed time off upon proper notification to Chief or Deputy Chief on duty, for official business in connection with negotiation conferences with the City officials or the Chief of the Department, without loss of pay or benefits and without the requirement to make up said loss of time.

The Union shall submit to the Chief of the Department the names of the officers of the Union, said Union's collective bargaining unit and elected delegates to AFL-CIO conventions.

Section 6. No Strike Clause.

It shall be unlawful for any employee to engage in, induce, or encourage any strike, work stoppage, slowdown or withholding of services of himself or by any other employee. This shall be subject to enabling legislation authorizing any or all such activities or other changes in the statute.

ARTICLE II

Section 1. Retention of Civil Service Rights.

Members covered by this Agreement shall retain their Civil Service rights now in effect and regulated by Chapter 31 of the General Laws of Massachusetts.

Seniority for the purposes of all contractual benefits set forth herein (i.e., vacation) shall for any bargaining unit members hired after the effective date of the 1988 Agreement, be from the date of original appointment to the Framingham Fire Department, with the exception of bargaining unit members who were grandfathered from the date of the 1988 Agreement. Seniority for all officers shall

be from the date of original appointment to an officer's position. This section shall become effective on September 16, 1993.

Section 2. Vacancies Officers and Firefighters.

As far as possible, the Department shall continue to anticipate and plan for filling vacancies in the rank of officers and firefighters, as now covered by the By-Law and the Department orders.

Section 3. Working Out of Grade.

a. Permanent promotions: Upon promotion to a higher rank, employees shall be placed at Level "A" in the salary schedule corresponding to their step based on years of service. After completing one (1) year of service at Level "A", the employee shall be placed at Level "B" in the salary schedule corresponding to their step based on years of service. After completing one (1) year of service at Level "B", the employee shall be placed at Level "C" in the salary schedule corresponding to their step based on years of service. If at any point while an employee is moving through the levels they achieve the next step, the employee will move laterally to the appropriate step in the same level.

b. Acting, Temporary, and/or Provisional Officers: Employees while working and performing duties as an acting, temporary or provisional officer shall be placed at Level "A" in the salary schedule corresponding to their step based on years of service. All time spent as a Temporary and/or Provisional Officer, with no break in service, will be counted toward the next level if a permanent promotion is achieved. Firefighters in steps 1, 2 and 3 will go to FF2-A Step 4 for hours worked as an Acting out of grade, Dispatcher, or Fire Prevention.

Section 4. Dispatcher Pay.

All permanently assigned fire fighters performing the duties of Dispatcher or Fire Prevention will receive an across the board increase to FF2-A at the Step appropriate for their years of service. Non-assigned fire fighters while performing the duties of dispatcher or fire prevention will for those hours actually worked in those capabilities, be paid in accordance with Article II Section 3 (working out of grade). (Mutually agreed on language change) In the event an assigned firefighter is relieved from either duty due to a light duty replacement, he is still considered assigned and will be reinstated once the light duty is completed.

Section 5. Training/EMS Lieutenant.

The Training/EMS Lieutenant will act as the designated EMS coordinator, designated Infection Control Officer and assistant to the Training Officer.

The Training/EMS Lieutenant will bring the full complement of Lieutenants for Local 1652 to 26 positions.

The hours of work for the Training/EMS Lieutenant shall be 40 hours per week. Scheduling of those hours shall be determined by the Chief of the Department. All other terms and conditions shall be determined by the Framingham Firefighters, Local 1652 IAFF, AFL-CIO collective bargaining agreement.

All hours worked in excess of 40 hours per week shall be compensated as per the collective bargaining agreement.

The lieutenant performing the duties in training shall be assigned to a fire suppression group for the purposes of receiving Weekend and night Differential in Article XVI Section 1. (MOA-2016)

Section 6. Assistant Fire Marshal.

The Assistant Fire Marshal position shall be a bargaining unit position under the collective bargaining ~~unit~~ agreement and the recognition clause set forth in such agreement. The individual holding

the Assistant Fire-Marshals position shall be a FFD company officer or a Fire Inspector with a minimum of 8 years of experience as a Framingham Fire Department Fire Inspector. The individual holding the Assistant Fire Marshal position shall be compensated at FF3 wage scale for employees of the City of Framingham Fire Department and shall work a day schedule. The Assistant Fire Marshal will be eligible to work overtime on fire suppression duty, but at no time will he/she be hired to work overtime along with 2 other shift Captains. The Assistant Fire Marshal will be eligible to work call backs as needed. In the absence of the Fire Marshal, he/she will assume his/her role and responsibilities.
(MOA 7/18/2007)

Section 7. Lateral Transfers.

Effective July 1, 2010, all lateral transfers will be paid starting pay in accordance with the approved salary schedule contained in Exhibit A. All other benefits for lateral transfers will be earned in accordance with this agreement. (LOA 7/1/2010)

Section 8. Probationary Firefighters/Overtime.

- A. New firefighters on probation (FFOP) will be evaluated (14) weeks, from date of hire to determine if they are ready to work overtime. The evaluation will be conducted by the Training Division in consultation with, the firefighter's shift Deputy Chief and company level officer(s).
- B. Readiness skills that will be evaluated include but not limited to:
- a. Demonstrated proper donning/doffing of personal protective equipment.
 - b. Demonstrating proper donning/doffing of SCBA and trouble shooting of basic problems associated with the use of SCBA
 - c. Proper dressing of hydrant.
 - d. Proper placement of ground ladders
 - e. Understanding the types of hoses and basic hose line tactics
 - f. Demonstrating an understanding of basic portable radio operations, with ability to call a "MAYDAY" on the radio
 - g. Demonstrating ability of assisting on EMS calls with stretcher and stair chair and demonstrating ability to follow orders
- C. After the evaluation is completed, the Training Division will make a recommendation to the Chief as to the FFOP's readiness. If the Fire Chief concurs that the firefighter has shown readiness to work overtime shifts, the respective shift Deputy Chief and Union President will be advised and the firefighters name will be added to the man power roster
- D. In the event an individual is deemed not ready to work overtime, they will be re-evaluated in two (2) week increments until they are deemed ready for overtime.

Section 9. Probationary Firefighters/Outside Details

A. Probationary members of local 1652 shall not work outside detail assignments until such time as they have successfully completed their Firefighter I/II and Emergency Medical Technician certification.

Section 10. Probationary Firefighters/Bidding.

The Fire Chief reserves the right to award, hold in abeyance or vacate any bid to members with less than one year of service.

ARTICLE III

Section 1. Work Week.

The regular work week for uniformed members of the Fire Department shall not exceed forty-two

(42) Hours, averaged over an eight (8) week cycle as follows: One (1), twenty-four (24) hour shift followed by forty-eight (48) hours off-duty, followed by another twenty-four (24) hour shift, followed by four (4) days off.

An employee who is authorized to leave work because of illness, family problem or other reason, shall be charged hour for hour for the number of hours the employee must leave work. Said charge shall be against sick time or comp time, as appropriate.

Section 2. Tour of Duty.

There shall be one (1) tour of duty consisting of twenty-four (24) hours from 8:00 A.M. of one (1) day to 8:00 A.M. of the next day.

Each employee is assigned to a regular work schedule as a member of a group. When an employee's regular work schedule is to be changed, the Chief shall give at least seven (7) days' notice to the employee affected of such change.

No fire fighter shall be permitted, except with the approval of the Chief, to work more than 58 consecutive hours, or 96 hours in any one week period.

The parties agree that working conditions pursuant to the twenty four hour schedule shall be modified as set forth in Special Order 93/36, as amended by Exhibit A, both of which are annexed hereto

Section 3. Held in Excess of Those Hours.

All hours worked in excess of an employee's regular shift, shall be compensated for at the overtime rate of pay hereinafter set forth. Employees held in excess of those hours shall be paid for actual time worked with a minimum pay of one (1) hour. If the employee is held in excess of one (1) hour, overtime shall be computed to the next hour or thirty minutes past the hour.

At the discretion of the Chief, or his designee, the employee may be held during this period for additional work.

Section 4. Recall to Duty.

Employees covered under the term of this Agreement called back to duty shall be compensated for at least three (3) hours at the overtime rate of pay. The overtime worked in excess of three (3) hours shall be computed to the next even hour or thirty (30) minutes past the hour at the overtime rate of pay hereinafter set forth.

Section 5. Overtime Rate of Pay.

The overtime rate of pay shall be equal to time and one-half (1 ½) of the employee's hourly rate of pay as applied to Section 2, in accordance with M.G.L. Chapter 48, Section 58C.

Section 6. Compensatory Time Off.

With the approval of the Chief of the Department, members of the Fire Department may take time off for hours worked overtime in lieu of receiving payment for the overtime in accordance with M.G.L. Chapter 48, Section 58C, provided that such compensatory time off does not create a manpower shortage and is not taken during the prime time vacation period unless the Chief or Deputy Chiefs, in their discretion, authorize compensatory time off in such situations. No more than three (3) members per tour may take compensatory time off.

An employee may not cash in compensatory time during the thirty (30) day period between June 1 and June 30 of each year.

Upon execution of this agreement, all compensatory time shall be converted into hours.

Compensatory time may be taken in less than full tours in increments of one hour or more, provided that the fire fighters finds a qualified replacement of equal rank.

Employees hired after July 1, 2014 shall be permitted to accrue no more than 144 hours of

compensatory time effective July 1, 2014 and are required to cash out any accrued compensatory time upon promotion. All other unit members are permitted to accrue no more than 200 hours of compensatory time, and effective June 30, 2017 are required to cash out any accrued compensatory time upon promotion. Reduction of excess hours to be achieved through attrition or, at the City's option, members with more hours than the applicable cap on or after July 1, 2017 may receive a cash payment for accrued compensatory time in excess of the applicable cap.

Section 7. Manpower Shortage.

The minimum number of on duty personnel assigned to the fire fighting forces shall be Thirty (30). The City of Framingham has bargained the right to eliminate the position of dispatch from the bargaining unit at its discretion. When the City exercises its right to civilianize dispatch and remove it from the bargaining unit the minimum number of on duty fire suppression personnel will be Twenty-Nine (29). Members will develop and assist in all training of initial civilian dispatchers. While civilians perform dispatch duties the Union retains the right of first refusal to perform overtime duties in lieu of civilian dispatch personnel absences, during these periods the minimum on duty personnel will be Thirty (30). This section does not supersede the City's or Union's right under Article XXV Limited Duty. The on duty fire suppression force shall include at least six (6) company grade officers.

Any brief absence of a member of the fire fighting force shall not be considered as manpower shortage, including union meetings in their entirety. (FY12 MOU). Any absence of less than three (3) hours will not be considered a manpower shortage. (Zink Arbitration 11/16/99). For Union meetings, any absence, regardless of length, will not be considered a manpower shortage.

Members called for manpower shortage shall be of equal rank or grade of existing vacancies and shall be paid at an hourly rate based on Section 5 of this Article. Manpower shortage replacement rosters shall be established to assure that men called for manpower shortage replacement are equitably distributed.

A separate list showing all other overtime worked shall be posted from time to time. To meet the required strength or minimum number of personnel on duty at any time, the union member in charge will contact up to eight (8) employees as replacements on a voluntary basis. If unable to get the number of personnel needed in this manner, the union member in charge may then demand, based on reversed seniority, that personnel needed work that shift.

Manpower shortage replacement work shall be distributed in as equitable a manner as possible with overtime or replacement opportunities being given to the employee, in grade, with the lowest total number of overtime hours to his credit. For the purposes of this section all hours of overtime worked plus all hours refused shall constitute the employee's total. The Union shall assume the responsibility of obtaining Fire Fighters for overtime work.

When an employee has been out sick, said employee shall not be eligible to work available overtime to which that employee is otherwise entitled, unless and until that employee has worked one (1) regular twenty-four (24) hour shift. The employee (FY12 MOU) is responsible for notifying the union member who is doing the hiring of overtime of the individual who is ineligible for overtime under this section.

The parties, by mutual agreement with regards to discipline/staffing levels the Department agrees that if an employee is to suspended immediately, it will back fill the vacancy as to prevent the staffing level from going below 30. If the suspension does not require immediate implementation then the suspension will be served on days when the staffing level is at least 31. After 90 days, the Department can require the suspension to be served even if this brings the staffing levels to 29.

ARTICLE IV

Section 1. Holiday Pay.

The following holidays shall be paid holidays for all members of the Fire Department covered by

this Agreement:

New Year's Day
Martin Luther King Day
Washington's Birthday
Patriot's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Holiday pay shall be computed on the basis of twenty-five percent (25%) of a week's base pay for each holiday.

Holiday pay shall be paid over and above the employee's salary whether the holiday is on members' (mutually agreed word change) vacation, injury, or sick leave.

Holiday pay shall be paid in the following manner:

- Six (6) holidays June 1st pay period.
- Five (5) holidays December 1st pay period.

Section 2. Allowance for Vacation Leave.

A. Any full-time permanent employee on the payroll as of December 31, hired in that calendar year, and who continues on the payroll through June 1 of the year following the date of hire, but has less than twelve (12) months service with the City as of June 1, shall be granted one (1) week's vacation leave plus an additional day of vacation for each full calendar month worked in the preceding year but not to exceed a total of two (2) weeks of vacation leave.

B. Vacation leave of two (2) weeks with pay shall be granted to such employee who has been employed by the City for at least one (1) year but less than five (5) years. Eligibility for vacation shall be effective June 1 for those employees with less than two (2) years of service

C. Vacation leave of three (3) weeks with pay shall be granted to such employee who has been employed by the City for a minimum of five (5) years but less than ten (10) years. Eligibility for the third week of vacation shall be effective after anniversary date of such employee.

D. Vacation leave of four (4) weeks with pay shall be granted to any such employee who has been employed by the City for ten (10) years but less than twenty (20) years. Eligibility for the fourth week shall be effective after anniversary date of such employee.

E. Vacation leave of five (5) weeks with pay shall be granted to any such employee who has been employed by the City for twenty (20) years and over. Eligibility for the fifth week shall be effective after anniversary date of such employee.

F. Effective upon execution of this agreement, all vacation leave tours shall be converted to hours, with one tour equaling twelve (12) hours. However, the current procedures for accruing vacation leave shall not otherwise change.

G. A reserve or provisional firefighter who has served in the aggregate one thousand (1,000) hours or more in any calendar year shall be entitled to one (1) weeks' vacation with pay.

H. Should the workload of a given department be such that an employee cannot be excused to take vacation leave within the calendar year in which the leave is credited, then upon recommendation of the Department Head and approval of the Personnel Board, such unused vacation leave may be used in

the following calendar year.

I. Any earned, unused vacation leave may be carried over by the employee, and must be used prior to May 15th (FY08MOU) of the following calendar year. An employee who is eligible for earned vacation leave under this Agreement, whose services are terminated for any reason, voluntary or involuntary, shall be paid vacation pay equivalent to any unused earned vacation leave credited to him at the time of his severance. Upon voluntary retirement, vacation pay shall be prorated for the calendar year in which the employee retires. The above-referenced years of service shall be years of continuous service. A vacation week shall be defined as a work week.

J. Any vacation hours remaining less than a full tour may be: (1) turned into compensatory time; or (2) combined with compensatory time to make a full available tour. Language incorporated side letter of agreement signed March 8, 2002. (FY12 MOU)

Section 3. Prime Time Vacation.

The twelve (12) week period which coincides with the public school vacation in summer and the last two (2) week period at the end of the calendar year, which also coincides with public school vacation, will be considered prime vacation taking periods.

Personnel covered by this Agreement up to one hundred seventy-nine (179) in number shall continue to enjoy the privilege of two (2) weeks' vacation leave in the twelve (12) week period in summer or in two (2) week periods at the end of the year. The two (2) week period at the end of the year shall be allowed to overlap into the next calendar year until conclusion of the same in early January. The City will continue to assign vacation to six firefighters during prime time (to comply with existing "2 week" vacation entitlement.) However, if one of the six fire fighters opts not to use that vacation time, another firefighter cannot swap into the sixth position. (FY08MOU)

Other than prime time vacation assignments, no more than five members in any one group can take vacation. (FY08MOU) The number of personnel on vacation leave in the twelve (12) week summer period will be limited to no more than six (6) Firefighters and/or Grade Officers from any one group, preference in scheduling to be given on the basis of seniority. On any tours of the fourteen-week prime-time vacation period when less than five (5) Fire Fighters and/or Grade Officers from any one group are scheduled to take vacation, employees may bid on the basis of seniority to take additional vacation leave even if they would thereby exceed their guaranteed two (2) weeks of prime-time vacation, provided, however, that such additional prime-time vacation bidding may not result in more than five (5) Fire Fighters and/or Grade Officers from any one group on vacation at the same time.

The number of personnel on vacation leave in the two (2) week period at the end of the calendar year or at times other than the above twelve (12) week period, will be limited to no more than five(5) Fire Fighters and/or Grade Officers from any one group. Personnel joining the Department and covered by this Agreement after the signing of the FY 1976 Agreement, who fall outside the 179 man group in seniority and are eligible for vacation leave, will be scheduled for such leave at the discretion of the Chief. Said personnel shall enjoy the prime-time vacation upon attaining the 179 man group. (FY08MOU)

At the request of the employee, vacation leave for an employee injured in the line of duty or on line of duty, injured leave will be rescheduled.

Section 4. Tour-By-Tour.

Upon forty eight (48) (FY09 MOU) hours' notice, or with the approval of the group Deputy Chief to be affected, up to twenty (20) (FY08 MOU) tours of an employee's vacation leave may be taken on a tour-by-tour basis. Each individual tour of vacation leave so taken may be further reduced to two (2) six (6) hour individual leave periods, to be utilized for educational purposes and shall not impose a manpower shortage requiring overtime coverage.

Not more than four (4) firefighters can be on an individual vacation tour at one time. It is further

agreed that no tour may be granted for Christmas Eve Night or Christmas Day/Night and New Year's Eve Night or New Year's Day/Night or Thanksgiving Day/Night or Fourth of July Day/Night or Labor Day/Night

It is further agreed that no tours will be granted by the use of compensatory time or personal days to the above listed twelve (12) tours.

Section 5. Additional Base Compensation in Lieu of Vacation.

Effective July 1, 2012, employees may elect to receive additional base compensation in each calendar year not to exceed forty eight (48) hours pay provided that prior to December 1st of such calendar year, the employee notifies the department that he/she elects such additional compensation. In such cases, that the employee's accrued vacation allotment shall be reduced by the hourly equivalent of additional compensation received. Payment shall be made the first pay period of December of the year in which the vacation reduction was made. (FY12 MOU)

ARTICLE V
LEAVES OF ABSENCE

Section 1. Bereavement Leave.

In the event of a death in the immediate family of an employee, the employee shall be granted four (4) tours off during bereavement period without loss of pay. Further bereavement leave may be granted by the Chief of the Department if satisfactory evidence is presented for the necessity of further bereavement leave. "*Immediate family*" shall consist of spouse, child, mother, father, sister, brother, step-son, step-daughter, mother-in-law, father-in-law, grandfather, grandmother, or grandchild of member, or person living in the immediate household, and child, mother, father, or grandchild of spouse.

In the event of a death of a brother-in-law, sister-in-law, step-mother, step-father, aunt, uncle of the employee, or the grandparents of the employee's spouse, the member will be permitted to absent himself from work on the appropriate tour (one) of duty without loss of pay to attend the funeral. (Mutually agreed on language changes)

As used in this Section, *bereavement period* shall be defined to be seven (7) consecutive days commencing with, and including, the date of death.

Section 2. Injured Leave.

All injuries, whether or not sustained in line of duty, shall be reported as required by Department regulations.

Members of the Fire Department who are injured in the line of duty shall receive full salary while incapacitated, or until they are placed on disability retirement.

Any employee on injury leave under M.G.L. C. 41 S. 111F for ninety (90) or more calendar days shall be able to carry over existing and accrued vacation time at the time of injury for a period equal to the injury leave. When agreeable, the City can consider this time as "Unused Vacation" and buy back from the member. (FY12 MOU)

Section 3. Sick Leave.

Employees covered by this Agreement shall be allowed sick leave with pay for non-duty related injuries or sickness accrued at the rate of one and one-quarter (1 $\frac{1}{4}$) days per month, fifteen (15) days per year, accumulation unlimited. Effective July 1, 2011 (FY12MOU) if a member of a bargaining unit uses no sick time in a fiscal year, he shall be entitled to a sick leave

incentive payment of Fourteen Hundred dollars (\$1400) (FY12MOU) payable in December following the close of said fiscal year.

(FY08MOU) Effective July 1, 2011, a member of the bargaining unit who uses twenty four hours or less of sick time in a fiscal year shall be entitled to a sick leave incentive payment of Seven hundred (\$700) (FY12MOU) payable in December following the close of said fiscal year. A member of the bargaining unit may not receive both the \$1400 payment and the \$700 payment for the same fiscal year.

Effective upon execution of this agreement, all sick leave tours shall be converted tours, with one tour equaling twelve (12) hours. However, the current procedures for accruing sick leave shall not otherwise change.

Section 4. Doctor's Certificate.

The Chief, in his discretion, may require a doctor's certificate indicating the employee is fit to return to duty with or without accommodation (describing restrictions if any) from an employee who has taken more than four (4) consecutive tours of sick leave.

When an employee has been absent due to sickness on more than five (5) occasions in a calendar year, the Chief may require the submission of satisfactory medical evidence outlining the nature of the illness, the dates and nature of treatment, and the prognosis, including whether the employee is fit to return to duty with or without accommodation (describing restrictions if any). Failure to produce such evidence within seven (7) days of such request may result, in the discretion of the Chief, in denial of sick leave for the period of such absence.

An employee may use up to 4 individual shifts (day or night) of his/her accumulated sick leave to care for a sick or injured member of his/her family. The administrative controls set out in Section 4 shall not apply. An employee who uses any sick leave under this paragraph shall not be eligible during that fiscal year for the \$1400 sick leave incentive payment referenced in the first paragraph of Section 3, but use of sick leave under this paragraph shall not affect or be counted towards an employee's eligibility for the \$700 sick leave incentive payment referenced in the second paragraph of Section 3.

Section 5. Job-Related Sickness.

Job-related sickness or injury shall not be charged against accumulated sick leave.

Section 6. Sick Leave Buy-Back.

Upon superannuated retirement or death, a bargaining unit member or his heirs shall be entitled to a buy-back of 20% of his unused accumulated sick leave over 1200 hours, at the hourly rate prevailing, at the time of the bargaining unit member's death or retirement. The maximum value of such buy-back is five thousand dollars (\$5,000.00). (FY08MOU)

Notwithstanding the limits set out above, an employee who takes superannuated retirement, after giving the City at least three (3) months written notice of his intent to retire accompanied by the actual filing of his retirement papers, shall be entitled to receive a maximum value of ten thousand dollars (\$10,000) in sick leave buy back, inclusive of the sick leave buyback provided in the preceding paragraph. (FY08MOU)

Effective July 1, 2009, upon completion of 25 or more years of City service, the maximum value of sick leave buy-back shall be reduced by the sum of \$277 per month for each full calendar month of service thereafter. (FY09MOU)

ARTICLE VI
SALARIES

For the purpose of calculating pensions subsequent to July 1, 2008, base wages shall include all compensation that was defined as regular compensation for retirement purposes prior to July 1, 2008. (FY09MOU)

All employees covered by this Agreement shall be paid in accordance with the attached salary schedules. See **Exhibit A**.

For the purposes of Exhibit A:

Step 5 to reflect the start of 12 years of City/Fire Service Experience

Step 6 to reflect the start of 20 years of City/Fire Service Experience

Step 7 to reflect the start of 26 years of City/Fire Service Experience

Step 8 to reflect the start of 27 years of City/Fire Service Experience

Step 9 to reflect the start of 28 years of City/Fire Service Experience

Effective July 1, 2017, all base wages shall be increased by 1% and a new pay scale, set forth in ARTICLE VI, Exhibit A shall be established for the purposes of simplifying the pay scale and addressing compensation of members for working out of grade.

The City may transition the bargaining unit to be paid on a biweekly basis at the City's convenience without further bargaining. (FY09 MOU)

ADDITIONAL COMPENSATION FOR FIRE DEPARTMENT PERSONNEL, which compensation shall not be used in computation of overtime payments or for other benefits except retirement.

1. Each employee of the Fire Department covered by this Agreement, will receive an additional twenty-five percent (25%) of his weekly salary for each of the eleven (11) recognized holidays as provided in Article IV.

2. Effective July 1, 1996, fire fighters and officers assigned to fire prevention shall be assigned to a suppression group for the purpose of receiving Weekend Differential

3. Fire Fighters shall receive additional compensation as educational incentive, in increments or amounts equal to the percent of base pay, predicated upon the following:

- **Not less than 10 semester hour credits toward Baccalaureate Degree in fire science or fire management:** One and one half percent (1.5%) of base pay;
- **Not less than 25 semester hour credits toward Baccalaureate Degree in fire science or fire management:** Three percent (3%) of base pay;
- **Not less than 40 semester hour credits toward Baccalaureate Degree in fire science or fire management:** Five percent (5%) of base pay;
- **Associate Degree in fire science or fire management:** Seven and one half percent (7.5%) of base pay;
- **Baccalaureate Degree in fire science or fire management:** Ten percent (10%) of base pay;
- **Master's Degree in fire science or fire management or a related specialty, approved in advance by the Chief and the Human Resources Department:** Fifteen percent (15%) of base pay.

A Business Administration Associate, Bachelor, or Master degree shall be acceptable only if such business degree was obtained prior to appointment date. (FY12MOU)

A copy of transcript or other appropriate evidence of credits or degree earned must be presented

to the Chief of the Department, with copy to the Director of Human Resources, who will maintain complete and on-going records for participants. Credit for individual courses will be given only if a grade of "C" or better is achieved.

Employees receiving benefits and/or credits toward payment under this section, who have earned such credits prior to June 30, 1980 shall continue to receive said benefits and/or credits.

Any employee who takes a course in this program after July 1, 1980 shall be required to earn a grade of "C" or better to claim credit even if previously participating in this program prior to July 1, 1980.

The requirement of a grade of "C" or better shall only apply to those employees seeking payment for forty (40) semester hours or less. Credit claimed for the Associate, Baccalaureate or Master's Degrees, once awarded, shall be unaffected by individual course grades.

The amount of payment will be determined by the amount of base pay received in that fiscal year and the appropriate percentage. For purposes of education incentive only, base pay shall include holiday pay, weekend premium, night differential, hazardous duty pay, longevity pay and specialist pay.

All education credits must be turned in by June 1 for the then current fiscal year. Any member who anticipates earning credit hours that will be compensable shall notify the department in the prior fiscal year.

4. Effective July 12, 2017, any degree or credits will be recognized for the purposes of incentive amounts, as determined in accordance with Item 3, if issued from a higher education institution identified on the U.S. Fire Administration's FESHE (Fire and Emergency Services Higher Education) list of recognized higher education institutions.

Any employees receiving benefits and or credits towards payment under Article VI who have earned such degrees or credits prior to July 12, 2017 shall continue to receive said benefits and or credits

ARTICLE VII **HAZARDOUS DUTY PAY**

Section 1.

Effective January 1, 2008, Members covered by this Agreement shall receive Hazardous Duty Pay in the amount of six (6%) percent of the base salary per contract year. Payments to be made in lump sum, the first pay day in December of each contract year. Payments made hereunder shall be included as part of base pay for the purposes of pension computation and education incentive computation, but for no other purposes. (FY08MOU)

Section 2.

Employees who leave the employment of the City between July 1 and the first payday in December shall receive their Hazardous Duty Payment on a pro-rated basis.

ARTICLE VIII **INDIVIDUAL AGREEMENT**

The City agrees that it will not enter into any individual agreement with any employee covered by this Agreement which is contrary to this Agreement.

ARTICLE IX
GRIEVANCE PROCEDURE

A grievance is a claim based upon an alleged violation of the contract or a question involving the interpretation or application thereof.

Step 1.

The grievance must be filed in writing by the Union Grievance Committee with the Chief or his Designee within twenty-one (21) days (exclusive of Saturdays, Sundays, and Holidays) of the occurrence of the event upon which the grievance is based. A copy of such grievance shall also be submitted to the Director of Human Resources. A written response to the grievance shall be made within seven (7) days (exclusive of Saturdays, Sundays and Holidays) unless either the Union, Chief or Director of Human Resources shall request a meeting to discuss the grievance. Any meeting shall be held within five (5) days (exclusive of Saturdays, Sundays and Holidays) of the grievance. A written response shall be given within three (3) days (exclusive of Saturdays, Sundays and Holidays) of the meeting.

Step 2.

If the grievance is not resolved at Step 1, it shall be submitted in writing to the Mayor or their designee within five (5) days (exclusive of Saturdays, Sundays and Holidays) of the Step 1 response.

A written response to the grievance shall be made within seven (7) days unless either the Union or Mayor or their designee request a meeting. The Mayor or their designee shall respond in writing within seven (7) days of the meeting.

Step 3.

If the grievance is not resolved at Step 2, it may be submitted by either of the parties to the American Arbitration Association who upon such submission shall administer the matter in accordance with its rules and procedures. The Arbitrator's decision shall be final and binding and the Arbitrator shall have no authority to add to, subtract from, or modify the provisions of this Agreement.

Failure of the City to respond at any step of the grievance procedure shall be taken to be a negative response and the Union may proceed to the next higher step.

The parties, by mutual agreement, in writing, may extend the time limits set forth at any step in the grievance procedure.

ARTICLE X
PAID DETAILS

See Paid Detail Policy, attached as **Exhibit B.**

ARTICLE XI
EXCUSED TIME OFF

Section 1. Leaves of Absence Without Loss of Pay.

Union officers shall be allowed reasonable time off to conduct business of the Union upon proper notification to the Chief or Deputy Chief on duty. Said Union business shall include moving about stations during their tour of duty.

Section 2. Conventions.

Four (4) delegates shall be allowed time off without loss of pay to attend Associated Firefighters of Massachusetts AFL-CIO State Association meetings every other year and two (2) delegates shall be allowed time off without loss of pay to attend biennial N.E. Conference of Fire Fighters and (2) delegates to be allowed time off to attend the International Association of Fire Fighters, AFL-CIO conventions.

This shall include attendance at a school set up for the purpose of training local officers (time of schooling not to exceed four (4) working days of duration). The above schooling sessions are conducted normally at two (2) year intervals.

ARTICLE XII
RIGHTS AND PRIVILEGES

All station and house privileges previously enjoyed shall be retained except that any abuse of rights and privileges shall be cause for the Chief of the Department to revoke that right or privilege which is abused.

Department members serving the City in elected or appointed capacity shall not be permitted to attend committee meetings or City meetings while on duty; however, they should be permitted to attend such meetings by swapping tours with other members of the Department.

ARTICLE XIII
CLOTHING ALLOWANCE

(FY09MOU rolled into base)

A) Each employee will receive an additional one hundred dollars (\$100.00) in year of promotion only

B) Members of the Department required by the Chief to wear full dress uniforms during their performance of their duties will receive an additional eighty-two (\$82.00) dollars annually.

C) In the event that clothing of a member is damaged in the line of duty and is not considered suitable for further use by the Chief of the Department, it shall be replaced even if said member's clothing allowance is exhausted.

D) The City shall be responsible for replacing turnout gear that the Fire Chief determines is worn out and otherwise unusable. Turnout gear shall be fire coat, fire pants, suspenders, fire boots and fire gloves, *traffic safety vests, personal identification tags.* (amended language LOA 6/13/2017)

ARTICLE XIV
UNDERWATER RECOVERY

- A) Members of the underwater recovery team, when performing emergency dives during other than normal duty hours, shall be paid at the rate of time and one-half (1 ½) of their respective salaries for a minimum of four (4) hours.
- B) Any diver participating in a practice dive or training dive while under the supervision and direction of the Fire Department, shall receive time and one-half (1 ½) his regular hourly rate of pay.
- C) No diver shall receive any additional pay if he dives during his regular tour of duty.

ARTICLE XV
SAFETY

The City is concerned with the safety and health of its employees. The City shall take steps to insure that working conditions are in compliance with applicable statutes.

A Safety and Health Committee for the Department will be formed under the direction of the Chief of the Department. The Committee's purpose shall be to meet, discuss, investigate, and address issues of safety and health that may have an immediate or long term impact on the members of the department and to make recommendations to the Chief of the Department on changes and improvements as they relate.

This Committee shall include the Chief of the Department and/or his designee(s) and members of the Union appointed by the Local President.

This Committee shall meet at minimum, four (4) times annually, and more frequently if necessary to address safety and health concerns in a timely manner. The Committee shall reserve the right to request the attendance of any individual who may provide expert or technical advice on a particular subject matter being discussed.

Minutes from each meeting will be approved by the committee members and posted in each station within two (2) weeks after each meeting. (Mutually agreed side letter after FY09 MOU)

ARTICLE XVI
WEEKEND PREMIUM AND NIGHT DIFFERENTIAL PAY

Section 1. Weekend Premium.

Effective July 1, 1999, a 9.0% hourly differential shall be paid to bargaining unit employees for all regularly scheduled hours from Saturday at 8:00 A.M. to Monday at 8:00 A.M.

Section 2. Night Differential.

Effective July 1, 2017, the night shift differential is increased to \$2,500 per year (paid in weekly installments), rolled into base pay of all unit members, and eliminated.

ARTICLE XVII
WAIVER

The Union and the City agree that each had a right to bargain for any provision that they wished in this contract and each expressly waives the right to reopen the contract for any further demands or proposals that could have been made prior to the effective date of this contract and that the present contract constitutes a complete agreement on all matters and that if other proposals have been made, they have been withdrawn in consideration of this Agreement.

ARTICLE XVIII
SICK LEAVE BANK

Section 1.

A sick leave bank for use by members of the bargaining unit covered by this Agreement who have exhausted their own sick leave and who have serious illness shall be established.

Section 2.

Each employee in the bargaining unit shall contribute two (2) of his sick days to the bank.

Section 3.

If an employee has applied for and is granted accidental disability retirement benefits, the City will be required to replenish to the Sick Leave Bank only the number of days used by said employee up to a maximum of one hundred (100) days.

Section 4.

The sick leave bank shall be administered by a sick leave bank committee consisting of six (6) members. Three (3) members shall be designated by the Employer to serve at its discretion and three (3) members shall be designated by the Union at its discretion. The sick leave bank committee shall determine the eligibility for use of the bank and the amount of leave to be granted.

The following criteria shall be used by the committee in administering the bank and in determining eligibility for sick leave withdrawals and the amount of said withdrawals:

- a) Adequate medical evidence of serious illness
- b) Prior utilization of all eligible sick leave
- c) Prior utilization of current Vacation hours and Personal Day

Section 5.

If, at any time, the sick leave bank falls below one hundred (100) sick leave days, it shall be replenished by the contribution of one (1) additional day of sick leave by each member of the unit staff covered by this Agreement. Such additional day will be deducted from the employee's annual fifteen (15) days of sick leave.

ARTICLE XIX
E.M.T. COMPENSATION

- A) All employees hired after February 6, 1989 must become E.M.T.'s within fifteen (15) months of date of hire and must continue to maintain E.M.T. status as a condition of their employment.
- B) Effective 07/01/2006 through 6/30/2018, Employees possessing a valid E.M.T Certificate shall receive compensation in the following manner: 2.75% of employees base pay. (cap removed effective 7/1/2015 by 10/5/2015 Arbitration decision)
- C) Effective July 1, 2018, the EMT stipend for members shall be increased from 2.75% of base pay to 3.25% of base pay, rolled into base pay, and eliminated.
- D) All employees possessing an E.M.T.I. Certification shall receive an additional two hundred and fifty (\$250.00) per year.
- E) Payment to be made in lump sum, the first pay period in December for valid certification received as of September 1, of each year.
- F) Any employee hired from a special Civil Service (E.M.T.) list must maintain his E.M.T. status as a condition of employment.
- G) The City shall pay for the cost of hepatitis vaccine inoculations for any EMT or other first responder who so desires and who provides the City with a written waiver of liability releasing the City from any responsibility for the medical problems suffered by said employee as a result of the vaccine injection.
- H) The City shall provide continuing EMT-recertification education of at least 18 hours per year, exclusive of M &M rounds, to all firefighters choosing to avail themselves of such training.
- I) Any employee hired after July 1, 2010 will no longer be compensated for off duty attendance at EMT certification classes. All benefits currently in place shall remain in effect, including reasonable time off, without loss of pay or benefits, to attend required certification classes and state board exams, including the night shift off before State board exam. (FY09MOU)

ARTICLE XX
FUNERAL AND BURIAL EXPENSES

Pursuant to M.G.L. Chapter 41, Section 100G1/4, the City shall provide for the payment of funeral and burial expenses of firefighters and police officers killed in the performance of their duties up to a maximum of fifteen thousand dollars (\$15,000). (Per State Law)

ARTICLE XXI
COMMITTEES

Section 1. Physical Competency.

A joint labor-management study committee, consisting of two members designated by the Union and two members designated by the Mayor or designee, shall be established for the purpose of defining mutually beneficial procedures for a physical competency test. The Committee shall attempt to formulate a joint proposal for presentation to the Mayor.

Section 2. Civil Service.

The parties agree to the creation of a labor-management committee to discuss issues related to potential withdrawal from civil service. Said committee shall meet from time to time prior to the commencement of bargaining for a successor agreement.

ARTICLE XXII
VIDEO SURVEILLANCE IN AMBULANCES

WHEREAS, an independent contractor (“Contractor”) provides ambulance services to the City, and

WHEREAS, from time to time, members of the Union are tasked with operating an Contractor ambulance when a response necessitates they do so, and

WHEREAS, the Contractor may install cameras in the interior of the ambulances operated by the Contractor in the City, and

WHEREAS, the City and the Union (collectively “the parties”) wish to address under what circumstances and in what capacity the City may utilize the data from the Contractor ambulance cameras for the purpose of personnel decisions regarding members of the Union, including but not limited to discipline, and

WHEREAS, this agreement does not set any precedent or past practice for the City accessing legally obtained camera data from cameras owned and/or operated by the public or the city, or the cities use of data from the Contractor ambulance cameras in other circumstances unrelated to personnel decisions regarding members of the union.

NOW THEREFORE, in so far as not contrary to law and the adopted regulations of the Commonwealth, the parties here by agree as follows:

1. For the purposes of personnel decisions regarding members of the Union, the City shall only access the video data from a Contractor ambulance under the limited circumstances where the city receives a written complaint from a resident, official, or an employee of the city or Contractor or from a patient that has been transported in the ambulance, at any time when a member of the Union was alleged to be driving or present in the ambulance.
2. The City shall not utilize any audio data from a Contractor ambulance camera when investigating a complaint, as contemplated in paragraph one in this agreement, without obtaining the consent of the Union.
3. Any discipline that may result based on review of data from a Contractor ambulance camera shall be subject to the grievance and arbitration procedure contained in the parties’ collective bargaining agreement and the disciplinary procedures covered under Massachusetts General Laws Chapters 31 (civil service law). The City shall make available to the Union any data used as the basis of disciplinary decision upon request of the Union and/or the employee being subject to discipline.
4. The Union and its members agree not to access, receive, alter or disseminate any data from any Contractor ambulance camera for any purpose other than those circumstances contemplated in paragraph 3 of this agreement, for proceedings at the Massachusetts Department of Labor Relations, for pending litigation, or for any other purpose approved by the Chief of the department. Any member of the Union violating the terms of this paragraph shall be subject to discipline up to and including termination that shall be subject to the grievance and arbitration procedure contained in the parties’ collective bargaining agreement and the disciplinary procedures covered under civil service law.

ARTICLE XXIII
ATTENDANCE IN COURT

Section 1.

Any employee covered hereunder, on duty at night or on vacation, furlough, or on a day off, who is required to attend as a witness in any legal proceeding in his official capacity will in lieu of any witness fee to which he would otherwise be entitled, receive pay for the time during which he was in attendance at such proceeding which shall not be less than three (3) hours pay at time and a half of his regular base rate of pay. Providing it does not create a manpower problem, a firefighter by giving four (4) days' notice, may receive compensatory time off instead of pay provided above.

Section 2.

Court time is subject to appropriate administrative reporting controls established by management

ARTICLE XXIV
LONGEVITY

Longevity pay shall be paid to any permanent employee in the City service covered by this Agreement as following

Years of Service	Longevity Pay
10	\$200.00
15	\$250.00
20	\$300.00
25	\$350.00
30	\$400.00
35	\$450.00

Longevity pay shall be due and payable within thirty (30) days after the anniversary date of completion of said years of service.

The continuous service of an employee shall not be deemed to have been broken by service in the Armed Forces of the United States providing such employee returns to the City employment within two (2) years of his/her service termination date, and provided further that the employee's time in the Armed Forces is limited to four (4) years of service time unless it is involuntary service, in which case it may exceed four (4) years.

ARTICLE XXV
LIMITED DUTY

The Parties agree to institute a new light duty program as described below. A fire fighter participating in such light duty program shall remain eligible to undergo appropriate medical treatment and shall have appropriate time off for such treatment, notwithstanding his or her light

duty schedule. In addition, voluntary or mandatory participation in the light duty program shall not affect that fire fighter's right to medical reimbursement for work-related medical treatment, as per current policy.

A firefighter who is out on injury or sick leave may request to be temporarily placed on the following light duty as set forth herein.

1. Dispatching,
2. Fire alarm operator/working with Fire Alarm Division,
3. Training,
4. Fire prevention,
5. Other limited or light duty tasks agreed upon by the Chief and the Union.

If a firefighter has been out on injury leave or sick leave for a period of 45 days, then the Chief may, subject to the procedures set forth below, order the firefighter to perform light duty, or be required to place a firefighter on light duty.

In the event that the fire fighter requests light duty, or the Chief, after the fire fighter has been out 45 days, believes that light duty may be appropriate, the Chief shall furnish a job description of the proposed light duty assignment to the firefighter who shall take it to his or her treating physician for approval. If the treating physician believes that the fire fighter is capable of performing the light duty assignment, the fire fighter requesting such light duty shall be permitted to perform the assignment, and in the case of the Chief requesting such light duty, he may so order it.

If the treating physician believes that the firefighter should not, consistent with his or her injury or illness, perform such duty assignment, the fire fighter will not be required to perform such duty, provided that if the Chief disagrees with the opinion by the treating physician, the Chief may order the employee to see the City physician or his specialist designee (if the condition involves a specialty which the City physician believes is best considered by another). If the City physician determines that the fire fighter can perform the light duty assignment provided to the physician by the Chief, then the Chief may order such firefighter to perform such light duty assignment, provided, however, that if the fire fighter disagrees with that determination, he shall so inform the Chief. In that case, the treating physician and the City-designated physician shall promptly confer and agree on a third independent doctor to examine the fire fighter for the purpose of determining his or her ability to perform the light duty assignment. The decision of the third independent physician shall be final and binding.

In the event the fire fighter has satisfied the above criteria and is returning to work, the fire fighter's light duty assignment shall be during his or her regular shifts. In the event light duty is not available on such a regular shifts, and the firefighter continues to request shift work, the fire fighter will be allowed a minimum of two weeks and no more than four weeks training time in dispatch to become qualified. Upon qualification the fire fighter shall be assigned a shift as an assigned Dispatcher. Qualification shall consist of the shift Deputy's approval. If the firefighter is unable to become qualified, or mutually agrees with the Chief, the light duty assignment work schedule will be four day tours exclusive of holidays and weekends. Additionally an individual performing light duty assignment shall be permitted reasonable time off to attend medical treatment.

A light duty assignment shall not count towards minimum manning as set forth in the contract, except that the Chief may assign an individual to perform light duty as dispatcher, so long as that individual is qualified to perform dispatching and, in such case, that dispatch/light duty assignment may be counted towards minimum manning.

Members assigned as on shift qualified light duty dispatchers and counting towards minimum manning, shall fall under the per shift/group time off restrictions currently practiced regarding vacation, vacation tours, compensatory time off and personal days. Members assigned to light duty, on shift or days, and who are not counted towards minimum manning shall not be counted towards such shift/ group time off restrictions.

A firefighter may voluntarily participate in light duty work prior to the 45th day of such illness or injury, with the Chief's consent.

Such light duty shall not apply to firefighters who are injured, and who have applied for superannuation, disability or accidental disability retirement benefits. However, a firefighter who has so applied for retirement benefits ask may voluntarily to participate in this light duty program.

ARTICLE XXVI **HAZARDOUS MATERIALS/SPECIALIST TRAINING AND STIPEND**

In the event that the City intends to utilize, establish, or implement hazardous material duties or equipment not heretofore performed, the City shall first negotiate such duties with the Union and will provide appropriate training.

All employees covered by this Agreement shall receive hazardous materials training up to the operational level. Such training may be performed in-house as the City deems appropriate. The number of hours which each bargaining unit member is required to be trained shall be at the discretion of the City. In addition, all firefighters shall be required to maintain their operational level status on an annual basis.

Each bargaining unit member shall receive a special stipend, payable in the same manner as hazardous duty pay, of two and one quarter percent (2.25%) of his or her base salary as a hazardous material training stipend. (FY08MOU)

ARTICLE XXVII **PERSONAL DAYS**

Section 1.

Each full time employee covered by this Agreement will be granted one (1) personal day in each calendar year.

Section 2.

Each full time member covered by this Agreement will be granted one (1) Personal Leave Day (PLD) in each calendar year. The member must be on shift and in the station in order to request. To exercise this PLD a manpower shortage cannot be created. Loss of PLD is not a grievable offense.

ARTICLE XXVIII **DEFIBRILLATOR TRAINING**

A. Pay

All firefighters who receive and successfully pass defibrillator training shall receive a

stipend equal to: Effective 07/01/2007 1.5% of employee's base pay annually (FY08 MOU)

Such stipend is conditioned upon such firefighters maintaining their skill level on the defibrillator. The City may require all bargaining unit members to undergo defibrillator training, but there shall be no discipline as a result of failure to successfully complete such training.

Effective September 10, 1996 defibrillator training and recertification shall be considered non-mandatory, provided that the City may require fire fighters on duty to attend such training during their regular working hours, but may not require such fire fighters to come in during off duty hours to undergo such training. If such fire fighter voluntarily comes in for such training during off duty hours, the City shall not be required to make overtime payments to them.

B. Training

Effective September 10, 1996 for all training (both mandatory and not mandatory) which can be provided through the use of in-house trainers, the City will use its best efforts to provide such training to all fire fighters, including make-up training (on each group) for those who cannot attend the initial training.

After following the above procedures, a fire fighters attending non-mandatory training on his own off duty hours shall not be entitled to overtime, unless otherwise agreed by the Chief and the Union. If such training is mandatory (i.e. the fire fighter must attend such training), the fire fighter will be paid for such training if required to undergo such training during off duty hours. This provision shall not apply to the contractual provision relating to EMT recertification. (Mutually agreed on language in side letter incorporated into the collective bargaining agreement)

ARTICLE XXIX **EDUCATION COURSE ATTENDANCE**

A firefighter shall be permitted two tours off per calendar year in which to attend an approved fire academy course or job related specialty course. However, the Chief must approve such course and time off to attend same in advance. A firefighter shall submit a course outline and must have available compensatory time. However, such firefighter shall not be charged compensatory time in this situation unless his/her attendance at such course causes a hiring of a firefighter. The Chief's revocation or refusal to allow attendance at such education course shall not be subject to grievance and/or arbitration. (FY08MOU)

ARTICLE XXX **NO LAYOFFS**

There shall be no layoffs through July 1, 1994.

ARTICLE XXXI **DURATION**

Except where otherwise provided herein, the provisions of this Agreement shall be effective **July 1, 2017** and will remain in full force and effect through **June 30, 2020**, or until such time thereafter as a new agreement is signed. This Agreement shall be automatically renewed for one (1) year unless by **January 1, 2020**, either party notifies the other in writing of

its desire to terminate, amend or modify any part of this Agreement.

At the request of either party, collective bargaining negotiations shall begin on or before September 15 of each year and continue thereafter on a bi-weekly basis, at a minimum, until an agreement is reached. Every attempt shall be made to conduct meetings on weekdays during regular business hours and to reach an agreement by December 31.

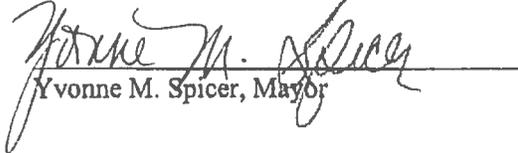
Framingham Firefighters Local 1652
July 1, 2017-June 30,2020

IN WITNESS THEREOF, the City has caused this instrument to be signed and sealed by its proper officers hereunto duly authorized and the Union has caused this instrument to be signed and sealed by its proper officers hereto duly authorized, this 6th day of August, 2019

FRAMINGHAM FIREFIGHTERS LOCAL #1652, IAFF, AFL-CIO



CITY OF FRAMINGHAM



Yvonne M. Spicer, Mayor

APPROVED AS TO FORM:



Christopher J. Petrini, City Solicitor

List of Exhibits:

- A – Salary Schedule July 1, 2017 – June 30, 2020
- B – Paid Detail Policy

Exhibit A

SALARY SCALE

Framingham Firefighters Local 1652
 July 1, 2017-June 30,2020

**Salary Schedule Firefighters 1652
 June 30, 2017**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
FF1	45,911	49,391	50,892	52,377	53,372	54,917	56,002	57,107	58,235
FF2A				56,829	57,909	59,585	60,762	61,961	63,185
FF2B				58,392	59,501	61,224	62,433	63,665	64,923
FF2C				60,144	61,286	63,060	64,306	65,675	66,870
FF3A				65,256	66,495	68,420	69,772	71,149	72,554
FF3B				67,050	68,324	70,302	71,691	73,105	74,549
FF3C				69,062	70,374	72,411	73,842	75,299	76,786

July 1, 2017-June 30, 2018

**1% COLA
 Roll in \$2,500 Night Differential
 1% increase in Exchange for Time-off Controls**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
FF1	49,358	52,909	54,440	55,954	56,970	58,546	59,652	60,780	61,931
FF2A				60,496	61,598	63,308	64,508	65,731	66,980
FF2B				62,091	63,222	64,980	66,213	67,470	68,753
FF2C				63,878	65,043	66,853	68,124	69,418	70,739
FF3A				69,093	70,357	72,320	73,699	75,104	76,537
FF3B				70,923	72,222	74,240	75,657	77,099	78,572
FF3C				72,975	74,314	76,391	77,851	79,338	80,854

July 1, 2018-June 30, 2019

1% COLA

Roll in 3.25% EMT Stipend

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
FF1	51,472	55,175	56,772	58,351	59,410	61,053	62,207	63,383	64,583
FF2A				63,087	64,236	66,019	67,271	68,546	69,848
FF2B				64,750	65,929	67,762	69,048	70,359	71,697
FF2C				66,613	67,828	69,715	71,041	72,391	73,768
FF3A				72,052	73,370	75,417	76,856	78,320	79,815
FF3B				73,960	75,315	77,419	78,897	80,401	81,937
FF3C				76,100	77,496	79,663	81,185	82,735	84,317

July 1, 2019 - June 30, 2020

2% COLA

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
FF1	52,502	56,278	57,907	59,518	60,598	62,274	63,451	64,651	65,875
FF2A				64,349	65,521	67,339	68,616	69,917	71,245
FF2B				66,045	67,248	69,118	70,429	71,766	73,131
FF2C				67,946	69,185	71,110	72,462	73,839	75,244
FF3A				73,493	74,837	76,926	78,393	79,887	81,411
FF3B				75,439	76,822	78,968	80,475	82,009	83,576
FF3C				77,622	79,046	81,256	82,809	84,390	86,003

Exhibit B

PAID DETAILS

**FRAMINGHAM FIRE DEPARTMENT
FIRE PREVENTION DIVISION
10 LORING DRIVE
FRAMINGHAM, MA 01702**

PAID DETAIL POLICY

Effective July 31, 2018

The Fire Department shall determine the number of persons needed for any detail.

RATES:

Where paid details are required by the Framingham Fire Department, the following rates of pay shall apply:

Outside vendors \$ 56.97
City vendors \$ 51.85

When one member is deemed to be in command an hourly stipend of \$10 will be added to the base detail rate.

There shall be a minimum of four (4) hours for all details. After four (4) hours the time shall be rounded off to the next 1/2 hour. ****The exception to this is blasting and construction details. Blasting and construction details are a four (4) hour minimum, anything over four (4) hours will automatically become eight (8) hours. For the sake of billing, welding shall be considered construction. ****

When Fire Department Equipment/Apparatus is required for a detail, the Equipment/Apparatus shall be supplied by the Fire Department at the current FEMA Schedule of Equipment Rates (9/1/2017); [i.e.: A 1250gpm Fire Truck is charged as \$72.25/hr (Code 8691); and a Ladder Truck as \$117.10/hr (Code 8694)]. The detail time shall start at the time that the Equipment/Apparatus is picked up and end at the time that it is returned.

All time worked in excess of eight (8) hours shall be paid at the rate of time and one half (1 1/2) of the above stated rates.

All time worked on Sundays shall be paid at the rate of time and one half (1 1/2) of the above stated rates.

All time worked on the following holidays shall be paid double time of the above rates:

New Year's Eve	Patriot's Day	Columbus Day
New Year's Day	Mother's Day	Veteran's Day
Martin Luther King Day	Memorial Day	Thanksgiving Day
President's Day	Independence Day	Christmas Eve
Easter	Labor Day	Christmas Day

In addition to the above rates, any detail beyond two (2) consecutive days will be subject to a 10% administrative fee by the Framingham Fire Department.

SCHEDULING:

The Fire Department must have twenty-four (24) hours' notice before any detail is needed.

If a detail is to be canceled, notice must be given to the Fire Department one (1) hour prior to the start of the detail. If adequate notice is not given then the minimum of four (4) hours shall be paid. *Cancelations/changes made before 7:00 am or after 4:00 pm Monday-Friday should be reported to the Shift Deputy by calling 508-962-6508.

PAYMENT:

Payment for all details shall be payable in full within 30 days of detail date. Payments are to be made by credit card at <https://epay.cityhsallsystems.com?key=framingham.ma.us&type=fd> or by check, money order, or cash.

Please make payable to the City of Framingham and send to:

Framingham Fire Department
10 Loring Drive
Framingham, MA 01702