

AGREEMENT BETWEEN
TOWN OF MANCHESTER-BY-THE-SEA, MASSACHUSETTS
and
MANCHESTER-BY-THE-SEA FIREFIGHTERS LOCAL 2912
July 1, 2017 - June 30, 2020

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AGREEMENT, made this ____ day of, 2018 between the Town of Manchester-by-the Sea, hereinafter referred to as the "Employer" or "Town", and the Manchester-by-the-Sea Firefighters Local 2912, hereafter referred to as the "Union".

WITNESSETH: That in consideration of the mutual and reciprocal promises hereinafter set forth, the parties covenant and agree as follows:

ARTICLE 1 - RECOGNITION AND JURISDICTION OF UNION

The Employer recognizes the Union as the exclusive bargaining representative with respect to rates of pay, wages, hours and other terms and conditions of employment for all full-time permanent Fire Department members hereafter referred to as "full-time employees" employed by the Employer in its Fire Department, but excluding: The Fire Chief; Call Firefighters; trainees; other part-time employees; confidential, provisional and temporary employees; clerical staff, and all other employees.

ARTICLE 2 - UNION REPRESENTATIVES

- A. Prior to negotiations, the Employer must be informed in writing of the selection of bargaining representatives.
- B. The authority of the Union Representatives shall be as set forth in Massachusetts General Law (MGL) Chapter 150E: *Labor Relations: Public Employees*.
- C. Under no circumstances will there be any interference by the Union with normal work or any Union solicitation on the Employer's premises.
- D. A bulletin board will be provided by the Employer for the application of notices, and no notice shall be posted except on this board. No denunciatory, inflammatory, or offensive written or visual material shall be posted on such bulletin board.

ARTICLE 3 - INFORMATION SUPPLIED TO UNION

The Union may request an opportunity to inspect and copy public records maintained by the Fire Department and any non-confidential material which is both relevant and necessary for the Union to adequately perform its duties and responsibilities under MGL Chapter 150E *Labor Relations: Public Employees* regarding bargaining unit employees, provided reasonable notice is given concerning the material sought to be inspected and the reason for the request is stated. Inspections will be allowed at reasonable times in the presence of the Chief as the keeper of the records. The Union agrees to pay for copies of any such material.

ARTICLE 4 – EMPLOYEE CATEGORIES

- A. A "full-time employee" as used in this Agreement shall mean any member of the Manchester-by-the-Sea Fire Department who works a full work week as defined in Article 8 of this Agreement.
- B. The term "permanent" or "regular employee" as used in this Agreement shall mean any full time employee who has completed the probationary period.

- C. The term "probationary employee" as used in this Agreement shall mean any full time employee who has not completed their twelve (12) month probationary period. Probationary employees may be discharged by the Employer without such discharge being subject to the grievance procedures set forth in Article 22 of this Agreement.
- D. The term "Group" as used in this agreement shall mean a team consisting of an officer and a number of firefighters who work a regular schedule.
- E. The term "floater" as used in this agreement shall mean a full time employee who is not assigned to a Group and whose schedule is assigned by the Fire Chief in accordance with Article 6 to cover vacancies, shortages, etc.
- F. Any employee re-entering service with the Employer or transferring into the Fire Department shall be treated as a new employee subject to a probationary period, if he/she has lost seniority at time of termination.
- G. If "his", is used in this Agreement it shall mean "his" or "her" and any male pronoun used herein is intended to refer to any person of the male or female gender.

ARTICLE 5 – EMPLOYEES' RIGHTS

- A. All full time employees (i.e. employees covered by this agreement) shall be permitted to join the Union.
- B. The Employer and the Union agree that no full time employee shall be favored or discriminated against because of the employee's membership or non membership in the Union. The parties further agree they shall not discriminate against any employee because of race, creed, sex, religion, age, marital status, or national/political affiliation.
- C. Any full time employee shall have the right, on request at reasonable times, to examine all material in their personnel file. A copy of such material shall be furnished to the full time employee at their request, but not more than once each year at no cost.
- D. Any Union member when being reprimanded shall have the right to the presence of an elected or designated Union official.
- E. Whenever a full time employee is subjected to interrogation by the Fire Department for any reason which could lead to a criminal charge, the full time employee shall be advised of the nature of the charge or possible charge against them, their right to remain silent, and their right to have counsel present prior to commencement of said interrogation.
- F. New Full Time Employees: All new full time employees shall serve a probationary period of twelve (12) months, and shall have no seniority rights during this period. Any full time employee in probationary status may be terminated at any time with or without cause. All full time employees

who have successfully completed the probationary period of twelve (12) months, and upon recommendation of the Fire Chief, shall then receive full time, permanent, Career employee status. Thereafter, said probationary period shall be considered part of seniority time. Probationary employees shall be permitted to join the Union.

- G. Inherent in this Agreement shall be the policy that, subject to applicable law, the Union will act for and represent equally all employees covered by this Agreement whether or not they are Union members.

ARTICLE 6 - MANAGEMENT RIGHTS

- A. All management functions and responsibilities, whether or not exercised by the Employer prior to execution of this Agreement, are reserved exclusively to the Employer, except to the extent that same are expressly restricted by a specific provision of this Agreement.
- B. The management rights referred to in A, above, shall include, but not be limited to, the right to: hire, full time employees, discharge probationary employees, discharge permanent employees for just cause, discipline, layoff, transfer, promote and demote full time employees; to require physical and mental examinations of full time employees; to determine or change shifts, starting and quitting times and number of hours worked; to determine meal and break times; to require overtime and make temporary work assignment; to organize, enlarge, reduce or discontinue a function, position; to introduce new technology, tools, equipment or labor-saving devices; to establish new jobs or change job content; to establish and administer policies and procedures relating to service and maintenance of equipment and production of program; to determine how personnel shall be trained; to promulgate rules and regulations; to determine the manner means and methods by which all operations of the Employer shall be carried out; and to take such other actions as it deems necessary to maintain the efficiency of the Employer's operations.
- C. None of the provisions of this Agreement shall operate to preclude the Employer from taking such action as it deems necessary for the care and protection of employees, equipment and facilities in the event of an emergency.

ARTICLE 7 - HOURS OF WORK

- A. The average weekly hours of duty for full time members of the Manchester-by-the-Sea Fire Department shall not exceed an average of forty-two (42) hours per week in an eight (8) week cycle.
- B. Each full time employee, with the exception of a floater, shall be assigned to a regular work schedule as a member of a Group.
- C. No change shall be made in an employee's regular work schedule or in a floater's assigned work schedule unless one week's notice is given of the new schedule.

- D. A tour-of-duty is twenty-four (24) hours and consists of a ten (10) hour day shift (0800 – 1800) and a fourteen (14) hour night shift (1800 -0800).
- E. The regular work schedule for those assigned to a Group shall be Twenty-four (24) hours on duty, twenty-four (24) hours off duty, twenty-four (24) hours on duty, and one hundred twenty (120) hours off duty.
- F. Generally, excused absences through an approved form of “leave” may be taken in 10, 14, or 24 hour blocks.
- G. Early relief of on-duty employees near shift change is allowed on an employee for employee basis with approval of the officer or acting officer.
- H. Except in an emergency, working more than forty-eight (48) consecutive hours requires approval of the Fire Chief.
- I. The Town and Union reserve the right to return to the two tour of duty schedule (a day tour of ten (10) hours and a night tour of fourteen (14) hours) commonly referred to as “tens and fourteens” that was in effect prior to August 1, 2000. Sixty (60) days written notice must be provided by either party intending to return to the two tour of duty schedule. If the Town or the Union eliminates the twenty-four (24) hour tour-of-duty schedule, all benefits shall return to the way they were prior to the inauguration of the twenty-four (24) hour tour-of-duty.

ARTICLE 8 – OVERTIME

- A. The Employer will determine the scheduling of overtime and to whom. Overtime will be paid at one and one-half (1-1/2) times the regular hourly rate which will be computed at one-fortieth (1/40th) of an employee's weekly compensation. Employees are required to work overtime when assigned during an emergency. At the discretion of the Fire Chief, compensatory time, in lieu of overtime, may be accrued by bargaining unit members at the rate of time and one-half, up to 60 hours each, subject to the following: 1) The Town, through the Fire Chief, has the sole discretion to reduce the amount of accrued compensatory time by paying the employee at the applicable overtime rate; 2) Compensatory time may only be used if it does not result in increased (overtime/comp time) costs for the Department; 3) In the event that an employee does not use his/her compensatory time within twelve months from the time it is earned, the Chief has the sole discretion to schedule it for the employee to use.
- B. All overtime worked will be at the sole discretion of the Fire Chief or the Chief's designated representative. The Fire Chief or the Chief's designated representative are the only personnel permitted to post overtime shifts for vacation, personal, and family leave on the overtime notice sheet. Sick leave is exempt from this requirement.
- C. All department overtime shall be distributed as equitably as possible and posted within the station daily. All acceptances and refusals shall be posted. No employee shall be required to work on two

(2) consecutive tours-of-duty, except in the case of an emergency. The refusal to work on two (2) consecutive tours-of-duty, except in an emergency shall not be posted as a refusal.

- D. In the event all employees refuse to work a required overtime shift, the employee with the lowest accumulated overtime hours resulting from full shift coverage only will be ordered to work the required overtime shift by the Fire Chief or Chief's designated representative (normally the on duty officer or acting officer). In the event all employees refuse to work a short notice required overtime shift, the employee(s) currently on-duty with the lowest accumulated hours will be required to work a segment of the tour-of-duty not to exceed a 10 hour day shift or 14 hour night shift and still ensure the tour-of-duty is covered by the staffing required as determined by the Fire Chief. This is to avoid a full time employee(s) currently on duty being forced into a 48 or 72 hour tour-of-duty.
- E. The Town agrees that all permanent members of this bargaining unit shall be requested to present themselves for overtime assignments to achieve the needed shift compliment (undefined) before any non-full time employees of the Town are requested to supplement the on-duty full time employees.

ARTICLE 9 - JOB POSTINGS FOR NEW EMPLOYEES AND PROMOTIONS

A. New Full Time Employees

- 1) All full time employee vacancies except those covered by civil service regulations shall be advertised on the Union and Town Hall bulletin boards, at least once each week for a minimum of three (3) successive weeks in two (2) newspapers that include Manchester-by-the-Sea in their regular circulation area, applicable social media, and relevant web sites.
 - a) Said advertisement shall identify the position, duties and salary range.
 - b) All candidates shall be provided with a written statement describing the position including minimum qualifications, duties, pay grade, and salary range.
 - c) Candidate screening and rank ordering shall be made by a committee of at least three Union members using criteria agreed on by the Union and Fire Chief. The Fire Chief has the option of conducting a Chief's interview with consensus sought between the Union committee and Chief regarding the final rank order of the candidates. The Town Administrator shall have the opportunity to validate the results of the hiring process by approving the results as presented by the Fire Chief.
 - d) Any hiring action which is not in compliance with the advertising procedures described shall be invalid.
- 2) The hiring rate for new full time employees shall be at the minimum rate for the position for which the new full time employee is hired unless otherwise authorized by the Town Administrator. The hiring rate for employees who re-enter the service of the Town shall be at the last step the employee received.

B. Promotions

- 1) All promotional opportunities shall be posted at the Fire Station, on the Union and Town Hall bulletin boards, and through appropriate electronic media for a period of at least ninety (90) days. The posting shall contain a position description, minimum required qualifications, pay grade assigned to the position, and brief description of the promotional process including required study material. The ninety (90) days is intended for applicants to prepare and study for any promotional exams or related events.
- 2) The promotional process shall consist of a written examination, interview by a committee, assessment center, and Chief's interview. The Town Administrator shall have the opportunity to validate the results of the promotional process by approving the results as presented by the Fire Chief.

C. Step Increases

Every full time employee in a position for which step rates are provided shall receive an increase in compensation to the next higher step rate within their compensation grade when they have completed one year at the previous step. Step increases shall be granted after the full time employee has served for one year at the previous step.

ARTICLE 10 - DUES COLLECTIONS

- A. Subject to applicable law as set forth in MGL Chapter 180 Section 17A, the Employer shall deduct from earned wages periodic Union membership dues of those full time employees who individually authorize such deductions in writing on the form attached hereto, made a part hereof and marked Appendix A. The Employer will remit all sums deducted under such deduction authorization to the Treasurer of the Union together with a list of the full time employees from whom such dues have been deducted. Such remittance shall be made by the tenth day of the month following.
- B. The Union shall indemnify and save the Employer harmless against any claim, demand, suit or other form of liability that may arise out of or by reason of action taken by the Employer for the purpose of complying with this Article, or in reliance on any assignment furnished the Employer.
- C. The Union shall provide the Treasurer of the Employer with a bond as required by MGL Chapter 180, Section 17A.
- D. If the employee chooses not to become a member of the Union, the Town with the employee's written consent agrees to deduct an agency fee equal to the amount set from time to time by the Union, which is to be proportionately commensurate with the cost of collective bargaining and contract administration.

ARTICLE 11 - UNIFORMS AND EQUIPMENT

- A. An annual clothing allowance will be paid to full time employees who have completed the 12 month probationary period for the purpose of purchasing and maintaining suitable and serviceable work clothes and dress uniform as determined by the Fire Chief. The allowance is \$600.00, and is paid during the first pay period in July.
- B. Each new full time employee shall be provided an initial clothing allowance not to exceed the annual clothing allowance defined in Article 11 A above. After completion of the 12 month probationary period the full time employee will be provided with a Class A dress uniform.
- C. The Employer shall provide such protective clothing or safety devices as required by law and appropriate NFPA Standards as well as other such equipment and clothing as the Fire Chief may deem necessary and proper for the safety of the full time employees.
- D. All protective clothing, safety devices, insignia, badge and/or other equipment provided a full time employee under this Article is and at all times shall remain the property of the Fire Department of the Employer. The use of such protective clothing and equipment shall be limited to official duty except as specifically approved in writing for other occasions by the Fire Chief.
- E. The style and color of a full time employee's uniform and equipment to be maintained by an employee shall be determined by the Employer. Changes in the style and color of any portion of any employee's uniform authorized by the Town shall be paid for by the Employer. The Employer agrees to a "Summer Uniform" to be designated by the Fire Chief. Authorization to wear the summer uniform is at the discretion of the Fire Chief, optional for each member, and normally worn from Memorial Day through Columbus Day. The change to a Summer Uniform shall be made at no cost to the Town.
- F. The Fire Chief shall authorize the replacement or repair of the uniforms or equipment damaged or destroyed in the line of duty, at Town expense.

ARTICLE 12 - COMPENSATION

A. Fire Weekly Salary

1) Effective July 1, 2017 (FY18) (2.5%)

		MIN	II	MAX
F-1	Firefighter	\$1007.21	\$1053.43	\$1099.64
F-1	Firefighter-EMT	\$1055.35	\$1101.57	\$1147.78
F-1	Firefighter-PM	\$1108.85	\$1155.06	\$1201.27
F-2	Lieutenant-EMT	\$1160.89	\$1211.73	\$1262.56
F-2	Lieutenant-PM	\$1219.74	\$1270.57	\$1321.40
F-3	Captain-EMT	\$1266.42	\$1321.88	\$1377.34
F-3	Captain-PM	\$1330.62	\$1386.07	\$1441.52

2) Effective July 1, 2018 (FY19) (2.5%)

		MIN	II	MAX
F-1	Firefighter	\$1032.39	\$1079.77	\$1127.13
F-1	Firefighter-EMT	\$1081.73	\$1129.11	\$1176.47
F-1	Firefighter-PM	\$1136.57	\$1183.94	\$1231.30
F-2	Lieutenant-EMT	\$1189.90	\$1242.02	\$1294.12
F-2	Lieutenant-PM	\$1250.23	\$1302.33	\$1354.43
F-3	Captain-EMT	\$1298.08	\$1354.93	\$1411.76
F-3	Captain-PM	\$1363.88	\$1420.73	\$1477.56

3) Effective July 1, 2019 (FY20) (2.5%)

		MIN	II	MAX
F-1	Firefighter	\$1058.20	\$1106.76	\$1155.31
F-1	Firefighter-EMT	\$1108.77	\$1157.34	\$1205.88
F-1	Firefighter-PM	\$1164.98	\$1213.54	\$1262.08
F-2	Lieutenant-EMT	\$1219.65	\$1273.07	\$1326.47
F-2	Lieutenant-PM	\$1281.48	\$1334.89	\$1388.29
F-3	Captain-EMT	\$1330.52	\$1388.81	\$1447.06
F-3	Captain-PM	\$1397.98	\$1456.25	\$1514.50

B. Acting Lieutenant Pay.

In consideration of the requirements, enhanced duties, and responsibilities for this position as defined in Standard Operating Guideline ADMIN 1, the senior Firefighter on duty without an officer shall be paid \$1.50 per hour while serving as the Acting Lieutenant. Effective July 1, 2019 the rate will increase to \$2.00 per hour for those Firefighters who have completed five (5) years of continuous employment with the MFD, have completed Pro-Board certification in Fire Officer I, Fire Instructor I, and Fire Inspector I, and are serving as Acting Lieutenant. Successful completion of Fire Prevention Officer (FPO) I may be substituted for Fire Inspector I.

C. Fire Career Education Incentive Program

- 1) Regular full-time members of the Fire Department may obtain salary increases for furthering their education in Fire Science, Paramedicine, Emergency Management, a related field, or a program approved by the Fire Chief.
 - a) Members shall receive annual payments of \$1,400 for an Associate's Degree or \$2000 for a Bachelor's (or Master's) Degree in an approved field.
 - b) There shall be an annual payment of \$35 per completed credit hour in an approved course toward completion of an approved degree program up to a maximum of \$2000.
 - c) The maximum annual payment to a member shall be \$2000 regardless of the number of degrees or credit hours.

- 2) Tuition, books, and registration fees toward an approved degree shall be reimbursed by the Town with satisfactory documentation provided to the Fire Chief.
 - 3) The member must notify the Fire Chief (Town) by November 1 of the anticipated degree completion during the following fiscal year. Otherwise, the Firefighter will only be reimbursed for items in Article 12 C 2) above with the annual payment delayed by one fiscal year.
 - 4) The Town will not pay for participation time, including class attendance and registration.
 - 5) The new firefighter must complete the 12 month probationary period before pursuing the educational incentive program.
- D. An employee who is required to formally substitute for a higher classification for more than five (5) consecutive days (except days filling in for another employee on vacation) shall be compensated for the same at the rate set forth for the higher classification beginning with the sixth (6th) day, and ending at the conclusion of the period of formal substitution.
- E. Longevity Program.

Any full time employee, who has been employed by the Town in current, continuous service for the number of years set forth below, shall receive an annual lump sum payment as follows:

- 1) 10-14 years - \$300
- 2) 15-19 years - \$500
- 3) 20-30 years - \$800
- 4) 30+ years - \$1000

F. Portable Radios / Paging System.

Each full time employee will be provided with a portable radio by the Town and the opportunity to subscribe to a cellular phone paging system with data rates paid for by the full time employee. Full time employees who choose to monitor their radio or paging system while off-duty and respond to call-back requests shall be compensated with an annual stipend of \$750. Effective July 1, 2018 a member will receive the stipend only if they respond to a minimum of forty-eight (48) call-backs during the preceding 12 months. Twenty-four hours of overtime shift coverage can be substituted as the equivalent of twelve (12) call-back responses. Example: Working four (4) 24-hour overtime shifts between 1 July and 30 June satisfies the requirement to receive the radio stipend. Any combination of call-back response and overtime shift coverage that results in the equivalent of forty-eight (48) call-back responses will earn the Portable Radio Stipend paid during the first pay period in July. If the equivalent of forty-eight (48) call-back responses per career firefighter is mathematically impossible, then the stipend will

be based on each career member taking an equal proportion of the available call-back responses with credit given for overtime as described above.

G. Car Seat Technician

Qualified and current Car Seat Technicians shall be paid an annual stipend of \$750 during the first pay period in July. No more than six (6) full-time employees will be allowed to receive this stipend.

H. EMS Coordinator

Beginning on July 1, 2017 the EMS Coordinator shall be paid an annual stipend of \$2000 during the first pay period in July. Effective July 1, 2018 the stipend shall increase to \$3000.

I. Credentialed Fire Prevention Officer II or Certified Fire Inspector II.

Beginning on July 1, 2017 a credentialed Fire Prevention Officer (FPO) II or Certified Fire Inspector II who plays an active role in advanced fire prevention activities shall be paid an annual stipend of \$750 during the first pay period in July. FPO II continuing education hours must be completed before July 1 of the anniversary year in order to continue receiving the stipend. Members who are Pro-Board certified as Fire Inspector II shall adhere to the FPO II continuing education requirements (currently 72 hours in three years) in order to continue receiving the stipend. A maximum of three (3) full time employees shall be eligible to receive this stipend. The Captain position, regardless of credentials, shall not receive this stipend. Advanced fire prevention activities are considered anything above 26F inspections and 1 to 2 family residential plan reviews.

J. Firefighter/Mechanic: A firefighter assigned, among his/her duties that of mechanic will be compensated by an additional 10% over the rank of Firefighter. Such pay will also be added to the employee's base salary for the purpose of computing holiday pay, vacation pay, injured leave pay, pay for attendance at a governmental proceeding, and overtime pay. This position will be assigned by the Fire Chief to a firefighter who is fully experienced and recognized as a mechanic skilled in the repair of automobiles and heavy trucks. The mechanic will be paid a stipend of \$150 annually for his purchase of tools to service Fire Department vehicles.

K. Notwithstanding any other language in this Agreement, all stipends and other annual payments will be paid in the first full pay period of a new fiscal year for the previous year's fulfillment.

L. Court Time. All members of the bargaining unit who are required to appear in court because of the Department-related business on off-duty time, shall be compensated at the overtime rate of time and one half, with a guarantee of a minimum of four (4) hours pay.

M. Detail - Special Pay Rates.

- 1) Employees who voluntarily work details where the service of the Fire Department is requested for a private detail (blasting, welding, etc.) or fire-watch duty by a private individual, group, organization, or corporation, shall receive fifty-five dollars (\$55.00) per hour. Employees who voluntarily work details where the services of the Fire Department are requested by another department of the Town or by another governmental body shall be compensated at the employee's overtime rate. All employees who work a detail under this Article shall receive a minimum of four (4) hours pay at the above rate.
- 2) Such details shall be rotated equitably by the Chief or his designee among those bargaining unit employees who volunteer for such work during their off-duty hours. Details shall be first offered to the employee who has the least number of overtime hours credited against him on the overtime list. All hours worked or declined on paid details hereunder shall not be credited as overtime hours worked or declined on the overtime distribution list.
- 3) Details are subject to a four-hour cancellation period: a contractor must notify the Town/Fire Department of a detail cancellation at least four hours prior to the scheduled start time to avoid paying the contractual four-hour minimum.
- 4) A fund will be developed to aid in the timely payment of detail work. The initial funding request shall be for \$5000.

ARTICLE 13 - CALL BACK/HOLD OVER

- A. A Career Firefighter who is called in while off-duty shall be paid a minimum of two (2) hours overtime (OT) or the actual time worked at OT pay whichever is greater.
 - 1) STILL ALARMS: Where (1) or (2) Career member are needed, employees will notify dispatch via radio or phone that they are responding to the request.
 - 2) BOX ALARMS: All available members are allowed and encouraged to respond.
- B. If a Career Firefighter responds to a call-back less than two (2) hours before a scheduled tour-of-duty begins, they will be paid OT from the time of the call-back to the beginning of the scheduled tour-of-duty.
- C. In the event of an emergency call or situation where the relief of an on-duty member is not possible and these members are required to work over fifteen (15) minutes beyond the end of their scheduled tour-of-duty, they shall be paid a minimum of two (2) hours overtime (OT) or the actual time worked at OT pay whichever is greater.

ARTICLE 14 - HOLIDAY PAY

- A. All full time employees shall receive holiday pay, computed at 1/5th of weekly pay for the following Massachusetts legal holidays: New Year's Day, MLK Day, Washington's Birthday, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.

- B. Full time employees shall be paid straight time for any normally scheduled hours worked on a legal holiday.

ARTICLE 15 - MEDICAL INSURANCE / GROUP LIFE INSURANCE

- A. Effective with the 2018-2020 Agreement, bargaining unit members will be enrolled in the MIIA HMO BLUE NE (Benchmark) health insurance plan or its equivalent. An alternate provider of the benchmark plan may be substituted provided that it offers benefits and plan design that is equivalent to the current MIIA HMO plan. The "benchmark plan" shall refer to a health insurance plan that has the same plan design elements as the most popularly subscribed HMO plan offered through the state's Group Insurance Commission as determined yearly.
- B. For the duration of this agreement, the Town agrees to maintain the plan design in effect for FY18.
- C. The Town and the Union agree to work together to implement a health care account for employees to contribute to in order to maximize tax savings for health care costs.
- D. All bargaining unit members hired after July 1, 2017 shall contribute 35% of the cost of their health insurance premium and the Town shall be responsible for the remaining 65%.
- E. Bargaining unit members hired between July 1, 2011 and July 1, 2017 shall contribute 30% of the cost of their health insurance premium and the Town shall pay the remaining 70% of the cost.
- F. Bargaining unit members hired prior to July 1, 2011 shall contribute 26.25% of the cost of their health insurance premium beginning July 1, 2017; 27.5% beginning July 1, 2018; 28.75% beginning July 1, 2019; and 30% beginning June 30, 2020. The Town shall pay the remaining cost.
- G. Dental insurance will be made available to employees at their cost subject to the requirements of the insurance company. The Town will not pay for dental insurance
- H. The Town will pay one-half (1/2) of the premium for \$10,000.00 coverage on accidental death and dismemberment insurance for injuries sustained on the job up to a maximum of thirty dollars (\$30.00) per man per year. Employees may purchase greater coverage entirely at their own expense.

ARTICLE 16 - VACATION LEAVE

- A. A probationary employee shall accrue vacation leave at the rate of 8 hours per month. Probationary employees are not authorized to use vacation leave until the probationary period is complete. Under normal circumstances, a probationary employee will earn 96 hours of vacation leave (the equivalent of four (4) twenty-four (24) hour tours-of-duty) at the end of the probationary period.
- B. For Career members hired after December 1, 2014 the following accrual rates apply:

- 1) 0 - 5 years of service – eight (8) hours per month (four (4) tours-of-duty per year).
 - 2) 5 - 15 years of service – twelve (12) hours per month (six (6) tours-of-duty per year).
 - 3) 15+ years of service – twenty (20) hours per month (ten (10) tours-of-duty per year).
- C. For Career members hired between May 1, 2005 and December 1, 2014 the following accrual rates apply:
- 1) 0 - 5 years of service – twelve (12) hours per month (six (6) tours-of-duty per year).
 - 2) 5 - 15 years of service – eighteen (18) hours per month (nine (9) tours-of-duty per year).
 - 3) 15+ years of service – twenty-four (24) hours per month (twelve (12) tours-of-duty per year).
- D. Career members hired prior to May 1, 2005 earn twenty-four (24) hours per month (twelve (12) tours-of-duty per year).
- E. Notwithstanding any other provisions of this Agreement, accrual of Vacation Leave shall cease for any employee who is in a no-pay status, or for any employee who has been continuously absent from work in excess of 120 calendar days.
- F. Vacation scheduling is at the discretion of the Fire Chief except as hereinafter set forth. Normally, vacation selections will be made on the basis of seniority within each Group until February 1, after which any member may select vacation leave on a first-come, first served basis. Normally, no more than one member of a Group may be on vacation leave at any one time. Authorization from the Fire Chief is required for more than one member of the same Group to be on vacation leave at the same time.
- G. Vacation leave shall normally be scheduled in blocks of 10, 14, and 24 hours.
- H. Flexible vacation leave. Each calendar year, an employee may use up to twenty-four (24) hours of earned vacation time in one (1) hour increments if the request is approved by the Fire Chief and does not reduce manning below the minimum level.
- I. Vacation leave shall be scheduled a minimum of seven (7) days before the intended start date. Vacation leave scheduled inside of seven (7) days requires close coordination with and special authorization from the Fire Chief.
- J. Upon the death of an employee eligible for vacation, payment shall be made to the beneficiaries of record for Life Insurance, unless specifically designated otherwise, for that proportion of the vacation earned, but not used in the calendar year prior to death, which the number of days worked bears to the total of working days in such year.
- K. Career members eligible for vacation leave whose services are terminated by dismissal through no fault or delinquency of their own, or by retirement, or by entrance into the armed forces, shall be paid for that proportion of the vacation earned, but not used in the calendar year during which such

termination occurred, which the number of days worked bears to the number of working days in such year.

- L. Absences on account of sickness in excess of that authorized under the Sick Leave Article may, at the request of the employee and with the approval of the Fire Chief, be charged to vacation.
- M. A maximum of six (6) tours of duty of vacation leave may be carried over into another year.

ARTICLE 17 - SICK LEAVE

- A. After six months of continuous service a full time employee shall earn twelve (12) hours (.5 tours-of-duty) of sick leave with pay per month.
- B. Sick leave under the provisions of the preceding paragraph shall be cumulative not to exceed a total of 2400 hours (one hundred (100) tours-of-duty).
- C. Notwithstanding any other provisions of this Agreement, accrual of Sick Leave shall cease for any full time employee who is in a no-pay status, or for any employee who has been continuously absent from duty in excess of 120 calendar days.
- D. Sick leave is used for sickness or an injury not incurred in the course of employment or by exposure to a contagious disease.
- E. A full time employee on authorized sick leave shall provide the Fire Chief a Certificate of Disability, on a form prescribed by the Town Accountant, before the full time employee shall be entitled to compensation as herein provided. When absence on sick leave is for a period of more than two (2) tours-of-duty, the full time employee shall also file a Physician's Certificate of Disability, signed by a regularly licensed and practicing physician, before the full time employee shall be entitled to compensation as herein provided.
- F. Sick leave is authorized in blocks of 10, 14, and 24 hours. The full time employee shall make official notification to the Fire Station as soon as possible when taking sick leave but not later than one (1) hour prior to the scheduled tour-of-duty. The full time employee shall make official, notification to the Fire Station by 1200 hours (noon) during sick leave if planning to shorten or extend the block for that tour-of-duty.
- G. Flexible sick leave. Each calendar year, a full time employee may use up to twenty-four (24) hours of earned sick leave in two (2) hour increments if the request is approved by the Fire Chief and does not reduce manning below the minimum level.
- H. Full time employees whose services are terminated shall not be entitled to compensation in lieu of sick leave not taken.
- I. The Fire Chief may grant sick leave in the event of an illness or death of a full time employee's immediate family.

J. A Sick Leave Bank is hereby established for full time employees covered by this Agreement who have exhausted their own sick leave accumulation and who suffer serious and extended non-occupational illness or injury.

- 1) The Sick Leave Bank shall be started by a donation of two and one-half (2 1/2) tours of duty from the sick leave of each full time employee. When the total number of days available for use by the bank falls to the number of full time employees, each full time employee shall contribute one-half (1/2) additional tour.
- 2) The Sick Leave Bank shall be administered by a sick leave bank committee consisting of two (2) Union members and one (1) Town official designated by the Town. One Union member shall be the president and the second member shall be designated by the Union membership. The designee of the Town shall be either the Fire Chief or Town Administrator. The said committee shall determine the eligibility for use of the bank and the amount of leave to be granted.
- 3) The following criteria shall be used by the sick leave committee in administering the bank, determining eligibility and awarding the amount of leave:
 - a) Adequate medical evidence of serious illness
 - b) Prior utilization of all eligible sick leaves.
 - c) Length of service.
- 4) The decision of the sick leave bank committee with respect to eligibility and entitlement shall be final, binding, and not subject to appeal.

K. Sick Leave Buy Back.

- 1) Full time employees who retire under the provisions of MGL Chapter 32 *Retirement Systems and Pensions* or die while in service to the Town shall be paid forty dollars (\$40) for each twenty-four (24) hours of accumulated sick leave up to a maximum of 2400 hours (the equivalent of one hundred (100) twenty-four (24) hour tours-of-duty.
- 2) To be eligible for the sick leave buy back benefit, a full time employee must have accumulated at least fifty (50) twenty-four (24) hour tours of sick leave and have ten (10) years of service to the Town as a full time employee.
- 3) The maximum sick leave buy back payment made by the Town to a full time employee shall be \$4,000.
- 4) A full time employee who is retiring must provide written notice of their intention to retire by November 1 of the fiscal year prior to the fiscal year in which the retirement is to take effect in order to obtain the sick leave buy back benefit on the retirement date. If notice is given after November 1, the member shall wait an additional fiscal year for funds to be budgeted.

- L. Any full time employee who completes twelve (12) months (July 1 to June 30) without any use of sick time will be paid the equivalent of one (1) tour-of-duty at their current rate of pay. Any full time employee who completes one full fiscal year with no more than one day of sick time used shall receive twelve (12) hours compensation at their current rate of pay.
- M. It is understood that abuse of sick leave may result in disciplinary action.

ARTICLE 18 - INJURED ON DUTY LEAVE

- A. Whenever a full time employee is incapacitated from duty because of injury or illness sustained in the performance of his duty, they shall be granted injured on duty (IOD) leave without loss of pay in accordance with MGL Chapter 41, Section 111 (F) *Leave with pay for incapacitated employees*, appellate cases interpreting said section, the analogous provisions of MGL Chapter 152 *Workers' Compensation*, and any other applicable statutes.
- B. Determination whether a particular illness or injury should be considered work-related pursuant to the provisions of MGL Chapter, 41, Section 111F shall be made by the Fire Chief. Such determinations are subject to recourse under the grievance / arbitration procedure. Prior to making said determination, the Fire Chief shall have the right to request relevant accident and / or medical reports, and verbal or written reports from the affected full time employee, supervisor, other full time employees, or witnesses. It is understood that medical information will be released and disseminated only to agents of the Town who have a need to know such information to evaluate claims or advise the Town.
- C. Full time employees claiming IOD leave (including a recurrence of a prior injury) under this Article, or seeking indemnification under MGL Chapter 41, Section 100 *Indemnification of police officers, firemen and persons aiding them; actions for intentional or negligent injuries inflicted upon same* or related applicable sections, shall be required, as a condition of eligibility for such compensation or reimbursement, to do the following:
 - 1) Provide all requested medical information concerning the claimed injury and provide affirmative evidence of incapacity for duty because of injury sustained in the performance of his duty without fault of his own.
 - 2) Provide and release to the Town and its agents all relevant medical evidence and documentation pertinent to the cause, diagnosis, and treatment of the injury for which compensation or reimbursement is claimed.
 - 3) Undergo an examination by a physician or other medical specialist designated by the Town to determine diagnosis, prognosis and recommendations for treatment, and to advise the employer concerning issues of causation.
 - 4) Promptly notify the Town of any material change in medical condition, including, but not limited to, any hospitalization or recommended surgery.

- 5) Take all reasonable steps to hasten his return to duty status, including avoiding work or leisure activities which could foreseeably jeopardize or slow the recovery, and adhering to all prescribed treatments and therapies.
- D. A full time employee seeking or receiving IOD leave may be denied such leave for any of the following reasons:
 - 1) Attempting to deceive or mislead a physician or medical specialist concerning his case.
 - 2) Failing to cooperate with the Town in obtaining medical or other evidence relating to his injury, incapacity and treatment, in conjunction with initial and follow-up evaluations and monitoring by the Department-designated physicians and medical professionals.
 - 3) Failing to make diligent efforts to comply with treatment and rehabilitation recommendations of the employee's physician or engaging in activities which will interfere with his prompt return to duty.
 - E. During IOD leave the Town shall maintain regular payments into medical and pension plans to ensure continued coverage for the full time employee and any dependents. Seniority and pension credits shall be given for the time spent on IOD leave.
 - F. Full time employees on IOD leave are not eligible to accrue other forms of paid leave after 120 calendar days on such leave.
 - G. The Town may, at its expense and discretion and as a condition for continued coverage or reinstatement, schedule an employee absent under this ARTICLE to see a second physician of the Town's choosing if it has reason for concern relative to either the employee's treatment program or expected recovery period.
 - H. Nothing in this article shall affect in any way the Town's ability to initiate retirement proceedings for an employee who is medically incapacitated from resuming his usual duties.
 - I. The Union acknowledges the Town's right to monitor the rehabilitation of employees who are unable to report to work due to work-related incapacity, with the goal of returning the employee to work as soon as the incapacitating condition allows it. Employees are obligated to cooperate in this effort. Nothing in this agreement shall be deemed to impair or diminish the right of an employee to examination and treatment by a physician of their choice.
 - J. If, after receiving benefits for a medically certified IOD absence, a full time employee returns to full-duty and becomes disabled again for the same or another disability, benefits will resume on the first day of absence. If a full time employee returns to work for less than 24 tours-of-duty, (approximately 12 weeks), the duration of benefits paid during the previous absence is counted in determining the amount and duration of benefits regardless of whether the absences are due to the

same or a different cause. After 12 weeks back at full-duty, a full time employee will again be eligible for the full benefit payment schedule.

- K. Return to duty from IOD Leave. If a full time employee misses sixteen (16) or more tours-of-duty, that employee shall accomplish a Manchester-by-the-Sea Fire Department physical agility test (PAT), firefighting skills review, EMS review, and read file/SOG review.

ARTICLE 19 – LIGHT DUTY

- A. Light duty is intended to allow the Fire Chief to assign partially incapacitated full time employees who are capable of contributing to the work of the Fire Department, to perform certain regular duties of full time employees, within their physical capacities. Light duty assignments apply only where it is expected that the full time employee will return to full duty.
- B. The light duty assignment may be assigned by the Chief where or when the incapacity is due to either an off-duty illness or injury or to an illness or injury sustained in the performance of duty as defined in MGL Chapter 41, Section 111F.
- C. The Fire Chief shall make a light duty assignment after the full time employee produces a doctor's note authorizing light duty with applicable restrictions.
- D. The Town may seek an independent physical examination to determine a full time employee's capability for a light duty assignment. To facilitate such determination, the full time employee shall release to the Town's physician any and all relevant medical records and reports.
- E. With physician's approval, the Chief and full time employee will mutually agree upon a start date for light duty.
- F. A full time employee who sustains an injury or re-aggravation of their primary injury while performing light duty shall be eligible for IOD leave.
- G. The Fire Chief shall assign a full time employee on light duty only to such tasks which the relevant physician approves as being medically appropriate for the full time employee's condition. Examples include administrative tasks, dispatching, reception, fire prevention, paperwork, permitting, and limited training support.
- H. Full time employees assigned to light duty shall work 0800 to 1630 Monday through Thursday and 0800 to 1600 on Friday equaling a forty-two (42) hour work week.
- I. A full time employee on light duty shall not count toward the required minimum number of on-duty full time employees.
- J. A full time employee on light duty shall not engage in emergency activities/operations or participate in any other activity that may result in additional injury or a relapse of the primary injury.

- K. A full time employee on light duty shall not be eligible for overtime.
- L. The light duty policy will be exercised in a nondiscriminatory fashion and cannot be used as a punitive measure.
- M. Return to Full Duty from Light Duty. If a full time employee misses sixteen (16) or more tours-of-duty, that employee shall accomplish a Manchester-by-the-Sea Fire Department physical agility test (PAT), firefighting skills review, EMS review, and read file/SOG review.

ARTICLE 20 - OTHER LEAVES / EXCUSED ABSENCES

A. Swap/Substitution.

- 1) A full time employee may arrange to have another full time employee take their place on duty with the approval of the Fire Chief, or designated representative provided that:
 - a) The Fire Chief or designated representative is notified normally at least two (2) work days in advance of the intended substitution.
 - b) The substitution will not result in any additional cost to the Town.
 - c) The substitution is acceptable to the Fire Chief or designated representative.
- 2) A full time employee who agrees to substitute for another full time employee is responsible for that duty coverage as if it were regular scheduled duty.
- 3) Payback for a substitution (swap) shall only be in the form of a reciprocal substitution (swap).

B. Funeral Leave.

- 1) In the event of death in a full time employee's immediate family, such employee shall receive funeral leave without loss of pay of not more than two (2) scheduled tours-of-duty between and/or including the day of death and the day of the funeral.
- 2) The term "immediate family" shall include spouse, mother, father, step-parent, sister, brother, children, stepchildren, mother-in-law, father-in-law, grandmother, and grandfather.
- 3) At the discretion of the Fire Chief, funeral leave may be used for memorial services and time restrictions may be waived.

C. Jury Duty.

A full time employee called to jury duty shall receive from the Town an amount equal to the difference between his or her normal compensation and the amount (excluding any travel allowance) received from the court, upon presentation of certification of the amount paid by the court.

D. Military Leave.

The effect of military service on salary or vacation allowance of public employees is governed by MGL Chapter 33, Section 59, *Effect of military service on salary, seniority and leave allowances of public employees.*

E. Personal Leave.

No more than one (1) tour of duty (24 hours) of personal leave with pay shall be granted to full time employees during each year of this Agreement. Requests for personal leave shall be made to the Fire Chief and permission for such leave shall not be unreasonably withheld. While on such personal leave, the employee shall suffer no loss of pay or job benefits.

F. Union Business Leave.

- 1) The membership of the Union negotiating team shall be allowed to participate in meetings without loss of pay or job benefits for the purpose of negotiating the terms of an agreement when such meetings are scheduled when said members are on duty and said meetings are held at the Fire Station.
- 2) The Union President or their designated representative shall be granted leave from duty, without loss of pay or job benefits for the purpose of attending Union functions (seminars, wakes, funerals, etc.) associated with the International Association of Firefighters (IAFF) or Professional Firefighters of Massachusetts (PFFM). Their vacancy shall be covered with an equal substitute by the Union at no cost to the town.

G. Family and Medical Leave.

A full time employee is entitled to up to twelve (12) weeks of family and medical leave in any given year pursuant to the Family and Medical Leave Act of 1993. Leave for this purpose is unpaid, except as provided by the Town's Family and Medical Leave Act Policy. Any time a full time employee spends away from work due to a serious health condition, or under the medical leave or family leave policies of the Town, including sick leave or IOD leave, counts against the twelve (12) weeks of leave which are available during any year. The Town may, in its discretion grant leave beyond the twelve (12) weeks upon request where an employee is entitled to more than twelve (12) weeks pursuant to other provisions of this agreement or where the employee is receiving workers' compensation. The Town reserves all rights that it may have under the Family and Medical Leave Act of 1993. Any full time employee who is eligible for Family and Medical Leave shall be required to follow the procedures set forth in the Town's Family and Medical leave Policy.

ARTICLE 21 - LAYOFF AND RECALL

- A. In selecting full time employees for layoff or recall from layoff, the Employer shall proceed in the following order:

- 1) Category 1: For those full time employees hired on or after July 1, 2002, the Employer shall give due consideration to the following factors: fitness and ability. If the foregoing factors are equal, seniority of the full time employees shall prevail. The Employer shall not proceed to the employees in Category 2 until Category 1 has been exhausted.
 - 2) Category 2: For those full time employees hired prior to July 1, 2002, seniority shall prevail.
- B. In the event that the Town contemplates layoffs or recall from layoffs, the Town agrees to have continuing discussions with the Union regarding the criteria for layoff or recall selection and any alternatives to layoffs. By agreeing to enter into such discussions, neither party waives any rights under the collective bargaining agreement.
- C. The Town will write a side letter to the contract agreeing to reopen section 22A, Layoff and recall, (only), of the collective bargaining agreement to make adjustments to the layoff clause in the event that any firefighter, not currently a certified paramedic, but currently (as of 12/28/05) participating in a Town sanctioned education program designed to help an employee acquire a paramedic certificate, fails to meet the exam requirements for certification (after sitting for the exam).
- D. Department seniority shall be based on the length of continuous service with the employer from the date of full-time employment in the Fire Department. Service as a call firefighter shall be credited to Department seniority on the basis of one (1) year for every five (5) years worked. Seniority shall be lost by:
- 1) Voluntary termination of employment.
 - 2) Discharge for just cause.
 - 3) Retirement.
 - 4) A layoff which exceeds seven (7) years.
 - 5) Failure, without good cause, when recalled from layoff, to return to work within a period of ten (10) working days from the receipt of a notice of recall sent by certified mail to the employee's last known address.
 - 6) Failure to return to work from an authorized leave of absence or extension(s) thereof on or before the date the leave or any extension(s) expires.
 - 7) An absence without notification to the Employer, unless a reason satisfactory to the Employer is given.
 - 8) Giving a false reason for obtaining a leave of absence.

- E. The employer shall send written notice of recall to the employee at the address that the employee had last given to the employer. Employees recalled to work shall return to work at the time specified by the employer but no sooner than fourteen (14) business days from notification and notification must be made by registered "signed receipt" mail through the USPS, unless the Fire Chief has previously approved a later return to work date. Employees who fail to report as directed or who fail to notify the employer shall be considered as having resigned.
- F. Employees shall be recalled in the order of their seniority. Time in the Fire Department shall constitute total seniority. No new employees shall be hired until all laid-off employees have been given ample opportunity to return to work.
- G. Employees recalled from layoff shall be reimbursed for all reasonable, documented expenses incurred to maintain their Emergency Medical Technician status for up to seven (7) years from the layoff.

ARTICLE 22 - GRIEVANCE PROCEDURE AND ARBITRATION

- A. The purpose of this Article is to establish a procedure for resolution of grievance. A "grievance" shall mean a dispute concerning the interpretation or application of this Agreement. All such grievances will be handled as provided in this Article. If a grievance is once settled or if it is not presented within the time limits provided below, it shall be considered closed and shall not thereafter be subject to the grievance procedure or to arbitration hereunder. If the Town or its representatives fail to answer a grievance within the time limits provided below, such action shall be considered a denial of the grievance.
- B. Grievance Resolution Procedures:
 - 1) Step 1: The employee or the Union must notify the Chief in writing of the grievance within five (5) calendar days after the occurrence of the matter which gave rise to the grievance. The grievance shall be signed by the aggrieved employee and/or by a representative of the Union and shall contain the following information:
 - a) A statement of the grievance which states that part of the Agreement which has been violated.
 - b) A statement of remedial action or relief sought.
 - c) A statement of the reasons why the aggrieved believes the remedy should be granted.
 - 2) Step 2: The aggrieved, the Union grievance committee, and the Chief shall meet within five (5) calendar days and attempt to resolve the grievance. Within five (5) calendar days thereafter, the Fire Chief shall render in writing his decision in the matter. Such written decision shall be addressed to the Union with copies to the aggrieved, and the Town's Board of Selectmen (BOS).
 - 3) Step 3: Should the grievance remain unsettled after the decision of the Fire Chief, the grievance may be submitted by the Union to the BOS within five (5) calendar days after the decision of the Fire Chief is due. The BOS and/or its authorized representatives will meet with a representative

of the Union within fourteen (14) calendar days after the submittal in an attempt to resolve the grievance and within seven (7) calendar days after the meeting answer the grievance in writing.

- 4) Step 4: Should the grievance remain unsettled after the decision of the BOS or its authorized representatives, the Union may, within thirty (30) calendar days after receiving the BOS answer submit the grievance to arbitration by written notice the BOS. If the parties are unable to agree on the selection of an arbitrator, the Union may request the American Arbitration Association to aid in the selection of an arbitrator pursuant to its Rules and Regulations.

C. Arbitration.

- 1) Arbitration proceedings shall be conducted pursuant to the Rules and Regulations of the American Arbitration Association.
- 2) The grievance as stated in the Request for Arbitration shall constitute the sole and entire subject matter to be heard by the arbitrator unless the parties agree to modify the scope of the hearing. The arbitrator shall not have the right to add to, detract from, or in any way later change provisions of this Agreement. The award of the arbitrator shall be final and binding on the parties provided it is not rendered in violation of MGL Chapter 150C *Collective Bargaining Agreements to Arbitrate* and is not otherwise in derogation of established law.
- 3) Only the Bargaining Unit shall have the right to require arbitration.
- 4) Each party shall bear the expense of preparing and presenting its own case. The costs of the arbitrator and incidental expenses mutually agreed to in advance shall be shared equally between the parties.
- 5) Unless otherwise mutually agreed, each arbitration hearing shall deal with not more than one grievance.
- 6) The Union shall not be permitted to assert in arbitration any ground or to rely on any evidence not previously disclosed or available to the Town.

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

ARTICLE 23 - EMERGENCY MEDICAL TECHNICIAN (EMT) / ADVANCED EMT / PARAMEDIC

- A. The Town agrees to pay expenses – subject to the approval of the Fire Chief - incurred by Career members while attending classes necessary to obtain and/or re-certify as EMT, AEMT, or Paramedic. These expenses may include but are not limited to registration, books, tuition, travel, and dues.
- B. The Town agrees to pay for the expenses necessary to obtain certification as an EMT, AEMT, or Paramedic as long as the Fire Chief approves the classes and expenses, funds have been appropriated by the Town, and receipts have been provided by the Career member. These expenses

are solely for registration, books, tuition, dues, and class participation time. If an employee resigns within two (2) years of obtaining Paramedic certification that has been paid for by the Town, the resigning employee shall reimburse the Town for 100% of the registration, books, tuition, and dues paid by the Town. EMT, AEMT, and Paramedic refresher courses shall be paid by the Town.

ARTICLE 24 - TRAINING

- A All new full time employees of the Manchester-by-the-Sea Fire Department shall complete the Massachusetts Firefighting Academy Career Recruit program as soon as practicable as determined by the Fire Chief (unless previously completed) at the Towns expense.
- B Each full time employee may attend monthly training drills when not on-duty for a scheduled shift, and the Town will pay for such attendance at the overtime rate of time and one half.
- C Fulltime employees must attend any monthly training drills that occur during their shift unless a job-related emergency occurs. The full time employee will only be paid for the hours of the shift, and will not be paid any additional wages for attendance at the monthly training drill.

ARTICLE 25 - DRUG AND ALCOHOL TESTING

- A. Prohibited Conduct - the following conduct shall constitute an offense under this Article:
 - 1) The possession, use, transfer, manufacture or sale of any illegal drug.
 - 2) The possession or use of alcohol during working hours, or while using Town vehicles or facilities.
 - 3) Driving under the influence of alcohol or drugs.
 - 4) Reporting to work with the metabolite of an illegal substance in the body, with a blood alcohol level above 0.02, or impaired by drugs or alcohol.
 - 5) Commission of any drug or alcohol related offense.
- B. Any employee who is convicted of a drug-related offense or driving while intoxicated must notify the Fire Chief immediately, irrespective of whether the conduct occurred during working time.
- C. For the purpose of this Section, possession shall refer to unauthorized possession.
- D. Prohibited Drugs. For the purpose of this Article, prohibited drugs include all substances included in Schedules I through III of the Controlled Substances Act (21 U.S.C. §812). Included among those drugs are marijuana, cocaine, opiates, phencyclidine (PCP), amphetamines, and methamphetamines. Possession of a controlled substance without a doctor's prescription or other legal authorization violates this Article and may be illegal.
- E. An employee who is taking a controlled substance under a valid prescription should check with his or her physician to ensure that the medication will not interfere with the employee's ability to work safely and efficiently. Any questions or doubts shall be discussed with the Fire Chief. Employees are required to take whatever steps are necessary to allow the Fire Chief to communicate with the physician prescribing the medications. Abuse of validly obtained prescription drugs will be treated

in the same manner as abuse of alcohol. Abuse of prescription drugs in all other cases will be treated as abuse of illegal drugs.

- F. Drug and Alcohol Testing. Employees are required to submit to drug and/or alcohol testing in the following situations:
- 1) New Hires. Each new employee will submit to a drug test shortly after his or her date of hire.
 - 2) Reasonable Suspicion. When the Town has reason to believe that an employee has reported to work or is working while impaired by drugs or alcohol, or has used illegal drugs, the Town will direct the employee to report for a drug and/or alcohol test. During this notification, a Department Officer covered by this agreement shall be present or if a Department Officer is not on duty a Union officer or another employee shall be present. The notification along with all reasons of suspicion shall be provided to the employee at this time.
 - 3) Post-Incident. Any employee involved in a serious accident/incident on the job involving an unsafe practice or violation of a safety rule, standard or policy, may be directed by the Town to submit to a drug and/or alcohol test.
 - 4) Follow-up Testing. An employee who has violated the drug and alcohol policy, may be required to submit to follow-up testing as a condition of his or her continued employment. A program of follow-up testing will be set forth in writing and will continue for a set period of time. During a follow-up testing period, an employee will be subject to unannounced testing for drugs and/or alcohol.
- G. Failure to Submit to Testing. A failure or refusal to submit to testing as outlined above, or refusal to cooperate with the testing laboratory, shall be treated as Prohibited Conduct.
- H. Alcohol Testing Procedures. The Town will direct the employee to report to the testing site for a blood or breathalyzer test. In the case of a blood test, blood will be drawn only by a qualified medical professional, in accordance with accepted medical standards. A breathalyzer test will be administered by a qualified operator. The employee's blood alcohol level shall be reported to the Town immediately.
- I. Drug Testing Procedures.
- 1) An employee subject to drug testing will be directed in writing to report at a specified time to the testing site. Collection of a urine sample will be supervised by qualified medical personnel, in accordance with the procedures established by the testing laboratory. The sample will be properly sealed and labeled, in the employee's presence, to avoid contamination, tampering or confusion of samples. Employees reporting for a drug test should be prepared to produce a picture identification. If an employee has taken any prescription drugs, or has any other reason to believe that the test will result in a false positive, the employee must inform the testing laboratory before taking the test.

2) Processing. Urine samples will be screened initially by an Immunoassay or comparable screening test, with positive results confirmed by Gas Chromatography/Mass Spectrometry or a comparable confirmatory test. Testing will be performed in accordance with Federal government standards, under the supervision of qualified medical and laboratory personnel employed by the testing laboratory. The laboratory will test all samples for the presence of marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines/methamphetamines.

3) Reporting of Results:

- a. The results of a drug or alcohol test will be reported verbally and in writing to the Chief or the person he designates to receive those results. The testing laboratory will reveal to the designated official only whether the employee has received a result of negative for drugs or positive for drugs. The results of the test will be maintained in the strictest confidence by the Town and will not be disseminated except on a "need to know" basis.
- b. Positive Results. Before a positive test is reported to the Town by the testing laboratory, the doctor who interprets the results ("Medical Review Officer") will consider whether the positive test result was caused by legal drug use (pursuant to a validly obtained prescription). The Medical Review Officer shall require that the employee produce any necessary written proof, and the employee shall authorize the Medical Review Officer to obtain further information from his or her health care providers. If the Medical Review Officer determines that the employee's explanation is medically corroborated by the test results (e.g. the substance identified in the test is contained in the prescribed drug) then the test will be reported to the Town as "negative". The laboratory will not provide to the Town any information it learns concerning prescription drugs that the employee is taking pursuant to a validly obtained prescription. If the Medical Review Officer is unable to obtain the employee's cooperation in order to make this determination, the positive result will be reported to the employer.

4) The Testing Laboratory. The testing laboratory shall be selected by the Town from among laboratories that are certified by the State or Federal Government.

J. Searches. The Town has the right to search for alcohol or drugs on Town owned or controlled premises, including in desks, tool boxes, Town vehicles, lockers, or in other Town owned or controlled containers on the premises that may conceal substances prohibited by this policy.

K. Enforcement:

- 1) Any employee who violates this Article will be subject to discipline up to and including discharge. In such a case, the employee's continued employment may be subject to certain conditions, which may include participation in a rehabilitation program and/or follow-up drug and alcohol testing.

- 2) In the case of the first offense involving the abuse of alcohol or validly obtained prescription drugs, the Town may take disciplinary action exclusive of discharge. In order to qualify for this safe harbor for the first offense, the employee shall be required to meet the following conditions:
- a. The employee will be screened and evaluated for substance abuse by a substance abuse professional ("SAP") designated, by the Town.
 - b. The SAP will provide the results of the screening and evaluation to the employee and to the Town, along with the SAP's recommendations for treatment. The employee shall take any necessary steps to release the SAP to communicate and share information with the Town.
 - c. The recommended treatment plan will be set forth in writing, and shall include a set period of follow up testing, based upon the recommendation of the SAP. The employee shall be required to abide by all aspects of the treatment plan.
 - d. The employee shall bear the responsibility for the cost of the evaluation and any treatment recommended, to the extent it is not covered by health insurance. Any leave required for the purpose of attending treatment, or due to the employee's incapacity to perform the essential functions of the job, shall be unpaid. However, unpaid leave may be covered by accrued paid leave to the extent permitted by the Town's Family and Medical Leave Policy, except where the leave runs concurrently with a disciplinary suspension.
 - e. Failure to abide by the conditions herein, or the treatment plan, or any subsequent violation of this Article, shall subject the employee to discipline up to and including discharge.
- L. Employee Assistance Program. Any Town employee may receive assistance with treatment of a drug or alcohol dependency problem through the employee assistance program ("EAP"). Employees may voluntarily request such help or the Town may require participation in the EAP as a condition of continued employment. An employee's participation in the EAP is treated confidentially. Participation in any program or treatment through the EAP will not be disclosed to the Town without the participant's written permission. In cases where participation in the EAP is required as a condition of employment, the employee will be required to permit the Town to be informed only whether the employee is participating as required (i.e., keeping scheduled appointments).

ARTICLE 26 - MISCELLANEOUS

- A. As adopted by the Annual Town Meeting of April 7, 2004, the Town shall provide funeral and burial expenses in accordance with MGL Chapter 41, Section 100G *¼ Payment of funeral and burial expenses of firefighters and police officers killed in performance of duties* for a person covered by this Agreement who is killed in the performance of duties. The provisions of MGL Chapter 41, Section 100G *¼* are hereby incorporated into this Agreement by reference and hereby made a part of this Agreement.

- B. Retention of rights. The provisions of this Agreement supersede any conflicting or inconsistent rule, regulation or order promulgated by the Town, Chief or Town Ordinance to the extent permitted by MGL Chapter 150E *Labor Relations: Public Employees*.
- C. Safety. The Fire Department will maintain all vehicles and equipment in safe operating condition.
- D. As adopted by the Annual Town Election of May 9, 1988, the Town shall provide medical insurance for the family of a firefighter killed in the line of duty under the provisions of MGL Chapter 32B, and Section 9C *Death of fire fighter; continuation of insurance coverage by spouse; contribution by governmental unit*.
- E. Indemnification. The Town will indemnify employees in accordance with MGL Chapter 41, Section 100 *Indemnification of police officers, firemen and persons aiding them; actions for intentional or negligent injuries inflicted upon same*, arising out of the acts performed by such employee while acting within the scope of his official duties or employment.
- F. Legislation. Should any terms and conditions of this Agreement be held invalid by any court or tribunal of competent jurisdiction, the remaining terms and conditions of this Agreement shall remain in force and effect, and the parties shall negotiate immediately for a satisfactory replacement for any such terms and conditions held invalid.
- G. The Town agrees to provide and maintain, and the employees agree to accept, vaccinations against Hepatitis B. An employee who for religious or other reasons refuses the vaccinations, must sign a waiver releasing the Town from liability for Hepatitis B.
- H. The parties acknowledge their mutual concern for the health and safety issues related to exposure to hazardous materials and general operations of the department. Accordingly, a Safety Committee shall be established, comprised of two (2) full time employees, the Fire Chief, and Town Administrator. The Safety Committee shall have the right of access to all information and materials in control of the department to the extent such information is necessary to the purpose of evaluating and discussing the mutual concerns of the firefighters and the Town regarding health and safety issues. The full Committee shall participate in the formulation of safety standards within the department including training programs for employees provided by the departmental training officer. The Committee shall make recommendations to the Fire Chief regarding hazardous materials, general operations of the department, and the need for new equipment and/or training. In the event the Committee is unable to reach a consensus, the matters under discussion shall be brought to the full Board of Selectmen for discussion and final decision. The actions by the Board shall not be subject to the grievance provisions of the contract.
- I. Bi-weekly payroll. The Town, may, at its option, implement a bi-weekly (every two weeks) payroll.
- J. Performance Review. The Fire Chief shall evaluate the performance of every employee once a year.

- K. Disciplinary investigations. The following provision is a component of the Department's rules and regulations: Employees who are required to submit reports about incidents or other matters under investigation shall do so promptly, completely, and truthfully. Employees shall also be required to state the facts fully and truthfully when appearing before any judicial, departmental or other official investigation, hearing, trial or proceeding, and in all other ways cooperate fully. This section is not intended to infringe upon an employee's right not to incriminate themselves under the Federal and State constitutions.
- L. Family and Medical Leave/Small Necessities Leave. The Town shall have the right to adopt regulations and procedures for the implementation of State and Federal statutes governing family and medical leave, provided such regulations and procedures do not violate the language of such statutes. Any proposed regulations and procedures shall be subject to review and agreement with the Union.
- M. Beach Stickers Employees covered by this agreement who are not residents shall be eligible to purchase one beach sticker annually at regular cost.

ARTICLE 27 - LAW/LEGISLATION CLAUSE

- A In all matters covered by this Agreement, Union and Town Officials and employees shall be governed by the provision of any existing or future laws or regulations. This Agreement shall at all times be applied in accordance with and subject to such laws. Should any provisions of this Agreement be deemed to be in conflict with any such laws or regulations, it may become the subject matter of discussion by the parties hereto for the purpose of attempting to negotiate a substitute provision in compliance with the requirement of such laws or regulations.
- B Should any of the terms and conditions of this Agreement be superseded or nullified or otherwise affected by any legislation (Federal or State), or should any provision of this Agreement be found to be in violation of any Federal or State law by a court of competent jurisdiction, such other provisions of this Agreement as may not be affected thereby shall remain in full force and effect for the duration of this Agreement.

ARTICLE 28 - EFFECT OF AGREEMENT

- A This instrument constitutes the entire Agreement of the Employer and the Union, arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced in writing and signed by the parties.
- B The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or

contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

- C In accordance with MGL Chapter 150E, Section 7 *Collective bargaining agreements; term; appropriation requests; provisions; legal conflicts, priority of agreement; review of agreement by retirement board* , where this Agreement requires the appropriation of funds on the part of the Employer to effect the carrying out of any provision hereof, to that extent this Agreement is subject to such action as may be taken by the Town Meeting pertaining to the required appropriation or appropriations.

ARTICLE 29 - DURATION OF AGREEMENT

- A This agreement shall continue in full force and effect until midnight, June 30, 2020, and shall continue in full force and effect after that date until such time as a successor Agreement is signed. Should either or both parties desire to negotiate a new collective Agreement or a further term, such party or parties shall, by September 1, 2019, give notice in writing to the other party by certified or registered mail setting forth in such notice a full list of all proposals, changes and modifications desired by the party giving notice.
- B Upon receipt of such notice, the parties shall make mutually satisfactory arrangements to engage in negotiations leading to a settlement of issues raised by such notice with the goal of completing the negotiations on a new agreement by February 15, 2020. Nothing in this Article shall preclude either the Employer or the Union from modifying any proposals made during the course of the negotiations. The parties agree that unnecessary delays to the timely conclusion of negotiations which are documented may result in adverse consequences to the delaying party.

IN WITNESS WHEREOF, the Employer has caused this instrument to be duly executed by its authorized designees and the Union acting in behalf of the employees has caused this instrument to be signed by its proper officers hereunder duly authorized, this 7th day of May, 2018.

For: TOWN OF MANCHESTER-BY-THE-SEA
BOARD OF SELECTMEN

By:

Ell Boling
Ell Boling, Chair

Susan Beckman
Susan Beckman

Margaret F. Driscoll
Margaret F. Driscoll

Thomas P. Kehoe
Thomas P. Kehoe

Arthur Steinert
Arthur Steinert

For: MANCHESTER FIREFIGHTERS LOCAL 2912

By:

James V. Dwyer Pres.
Tras.
Ph.B. O'J