AGREEMENT

BETWEEN
THE
MARSHFIELD FIREFIGHTERS
LOCAL 2568
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
AFL-CIO

And

TOWN OF MARSHFIELD

July 1, 2020 – June 30, 2023

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TOWN OF MARSHFIELD

PREAMBLE

Pursuant to the provisions of Chapter 150E, of the General Laws of the Commonwealth of Massachusetts, this Agreement is made and entered into by and between the Town of Marshfield, hereinafter referred to as "the Town" and the Marshfield Permanent Firefighters Local 2568, hereinafter referred to as "the local". It has as its purpose the promotion of harmonious relations between the Town and the Local, the establishment of equitable and peaceful procedures for the resolution of differences so that continued stable and progressive firefighting, fire protection and emergency medical services are provided for the citizens of the Town.

Now, therefore, in consideration of their mutual promises and Agreements herein contained, the parties hereto mutually covenant and agree as follows:

ARTICLE I

STABILITY OF AGREEMENT

1.0 If any of the provisions of this Agreement shall in any manner conflict with any Federal law or statute, or statutes of the Commonwealth of Massachusetts, and Municipal By-Laws; such provisions shall be considered null and void and shall not be binding on the parties hereto; and in such event, the remaining provisions of this Agreement shall remain in full force and effect.

1.1 The parties acknowledge that during the negotiations which preceded the execution of this Agreement, each had the unlimited right and opportunity to make demands and proposals 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. Either party may, however propose specific amendments to this Agreement and the parties may mutually agree on amendments and proposals and the effective date thereof; but neither party shall be obligated to consider or negotiate such proposed demands or amendments.

Additions to this Agreement shall be evidenced by letters of mutual intent which shall be signed by representatives of the parties duly authorized by the Town and the Union.

1.2 The failure of the Town or the Union to insist in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the Town or of the Union to future performance of any such terms or conditions, and the obligations of the Union or of the Town to such future performance shall continue in full force and effect.

1.3 Effective July 1, 1993, the Town will provide one (1) copy of the updated contract to the President of the Bargaining Unit and it will be his responsibility to distribute copies among the members.

ARTICLE II

RECOGNITION

2.0 The Town recognizes the Marshfield Permanent Firefighters Local 2568 as the sole and exclusive collective bargaining agent with respect to pay, hours of employment, standards of productivity and performance, and working conditions for all permanent firefighters of the Town of Marshfield, as certified by the Labor Relations Commission of the Commonwealth of Massachusetts on June 12, 1975, excluding the Chief, and all other employees of the Fire Department and the Town.

ARTICLE III

MANAGEMENT RIGHTS

3.0 Except as expressly limited by a specific provision of this Agreement, the Local recognizes and agrees that the Town shall continue to have the exclusive right to take any action it deems appropriate in the management of the various Town departments and agencies and the direction of the work force in accordance with its judgment. All inherent management functions and prerogatives which the Town has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Town. Without limiting the generalities of the foregoing, the Town shall have the right of making work assignments, disciplining for just cause, maintaining discipline, and the right to make and enforce reasonable rules not in conflict with this Agreement for the safe, efficient, and orderly operation of the Fire Department.

ARTICLE IV

LOCAL AND EMPLOYMENT SECURITY

4.0 The Town agrees not to discharge or discriminate in any way against employees covered by this Agreement on account of Local membership or lawful Local activity. The Local agrees not to unlawfully intimidate or coerce any employee into membership into the Local nor discriminate in any way against non-local members of the Marshfield Fire Department.

4.1 Except in an emergency or as the needs of the service require, the principles of seniority shall apply in respect to tenure of employment, vacations, holidays, station vacancy assignments, and leaves of absence. The length of service or seniority of an employee covered by this Agreement shall have his seniority computed from the first date of his full-time employment with the department (including the probationary period and any uninterrupted provisional time), except full-time employment in other town departments which will be counted in computing longevity compensation and vacation entitlement.

Temporary assignments shall be limited to a maximum of sixty (60) days which may be extended at the option of the employees. Whenever possible, the Chief shall give fourteen (14) days notice prior to any change in an individual's work assignment. Except in an emergency or unforeseen circumstances, there will be no changes in work assignments between June I and August 30, and also between November 15 and January 3 of each year.

4.2 An employee newly hired into the unit after the effective date of this Agreement shall serve a probationary period of twelve (12) months to determine fitness for service with the Fire Department. During an employee's probationary period he may be terminated without benefit or recourse to any provision of this Agreement.

4.3 All present benefits concerning wages, hours of work, working conditions and standards of productivity will remain in effect during the term of this Agreement unless specifically modified herein or changed in accordance with the provisions of Article 1, Section 1.1.

4.4 Representatives of the Local shall be granted time off from assigned duties without loss of pay or benefits to negotiate, handle grievances and complaints and to confer with the Chief on issues of mutual benefit. No payment shall be made to any employee for time spent outside of regular working hours for the handling of such matters. It is understood that the firefighters first duty is to provide fire protection services and, where possible, collective bargaining sessions, grievance meetings, etc. will be postponed in the event of a conflagration and the employee is needed to fight the fire. Employees must provide written notice to the Fire Department forty-eight (48) hours prior to time off for Union business unless unforeseen.

Consistent with the existing practice, representatives of the Local shall be granted time off from assigned duties without loss of pay or benefits to attend biennial PFFM Legislative Convention, the biennial PFFM Educational Seminar, the IAFF Annual Convention, the IAFF ALTS Conference, and the IAFF EMS Conference in the event a representative attends said conference.

The Union President shall also be granted such time off for the PFFM monthly meetings.

No payment shall be made to any employee for time spent outside of regular working hours for such time. The Local shall provide written notice to the Chief no less than two weeks prior to such time off and it is agreed that the maximum number of members per shift to utilize such time off shall be limited to two.

4.5 Agency Service Fee - Each employee within the bargaining unit who elects not to join or maintain membership in the Local shall be required to pay as a condition of employment, a service fee to the Local in an amount that is proportionally commensurate with the cost of collective bargaining and contract administration, but shall not be more than the amount of periodic dues paid by employees who are members of the Local. This section shall not become operative as to employees in the bargaining unit until thirty (30) days after hire, in the case of new hires, or thirty (30) days after this Agreement has been formally executed in the case of all other bargaining unit employees. Further, this Article shall not become operative unless it is instituted pursuant to the provisions of Chapter 150E of the Laws of the Commonwealth of Massachusetts and the rules and regulations of the State Labor Relations Commission, which requires, in part that an Agency Service Fee be instituted only on a vote of a majority of all employees in the bargaining unit present and voting.

The Local shall reimburse the Town for any expenses incurred as a result of being ordered to reinstate an employee terminated at the request of the Local for not paying an Agency Fee. In such litigation, the Town shall have no obligation to defend the termination.

Disputes between the parties concerning this Article shall be resolved in accordance with the grievance procedure contained in this Agreement. In the event such dispute is submitted to arbitration, the arbitrator shall have no power or authority to order the Town to pay such service fee on behalf of any employee. If the arbitrator decides that an employee has failed to pay or authorize the payment of the service fee in accordance with this Section, the only remedy shall be the termination of the employment of such employee if the employee continues to refuse to pay or authorize payment of the required service fee after having sufficient time to do so.

ARTICLE V

HOURS OF WORK AND WORKWEEK

5.0 The average weekly hours of duty, as established in the work schedule, in any year, other than hours during which employees may be summoned and kept on duty because of conflagration or other emergency shall be forty-two (42) hours. The tour of duty (work shifts), effective with the signing of this Agreement, is incorporated herein by references as addendum A.

Article V - A

TWENTY-FOUR-HOUR SHIFT

5A.0 The parties' hereby agree to a twenty-four (24)-hour shift schedule, subject always to the following conditions:

(a) The regular work schedule for all employees assigned to perform Firefighting, EMS, and similar duties (but excluding inspecting services) shall be as follows:

Tour: A twenty-four (24)-hour "tour" shall commence at 08:00 and end at 08:00 the following day, equating to one (1) work period of twenty-four consecutive hours duration.

Work Week/Work Year: The regular "work week" shall consist of one (1) twenty-four (24)-hour tour "on duty", two (2) twenty-four (24)-hour tours "off duty", one (1) twenty-four (24)- hour tour "on duty", followed by four (4) twenty-four (24)-hour tours "off duty", referred to hereinafter as a "cycle", and shall continue in consecutive cycles to form the regular "work year".

(b) Notwithstanding any provision of M.G.L. Chapter 150E, or any provision of this Agreement other than the, last sentence of this paragraph to the contrary, in the event 1) total overtime costs exceed thirteen percent (13%) of the total salary budget, or 2) the average sick leave usage per employee is greater than eleven and one-half (11.5) days, in any fiscal year subsequent to fiscal year subsequent to fiscal year 1999, all as calculated in said paragraph (c) below, the Union agrees that the Town retains, and may exercise in its sole and unfettered discretion, the option to cancel the twenty-four (24)-hour work schedule herein described, at any time following sixty (60) calendar days notice to the Union (the "notice period"). During the notice period, the Town agrees to meet and discuss with the Union potential changes in operations that might result is savings to the Department. In the event the Town exercises its option to terminate the said twenty-four (24)-hour shift, it shall revert to a ten (10)-hour day and fourteen (14)-hour night work schedule consistent with Article V of this Agreement. Overtime costs and average sick leave usage will be measured at the end of every fiscal year, and continuation of the twenty-four (24)-hour work schedule in succeeding fiscal years shall be subject to the foregoing conditions. The Town shall have no option to terminate the twenty-four (24)-hour work schedule for any fiscal year subsequent to one in which average sick leave usage was measured to be equal to, or less than, nine (9) days per employee regardless of the overtime costs incurred during the measured year.

(c) Maximum Overtime and Maximum Average Sick Leave Usage Levels

The Town and the Union have agreed that the maximum overtime cost level per fiscal year for the purposes of paragraph (b) above shall be thirteen percent (13%) of total salaries budgeted for the same fiscal year. A review of sick leave usage per fiscal year reveals an average of eleven and one-half (11.5) days per fiscal year per employee for the period 1991 through 1998. Thirteen percent (13%) shall be the maximum overtime cost level expressed as a percentage of total salaries budgeted in any fiscal year which if exceeded, shall permit the Town to exercise the option set forth in paragraph (b) above, unless average sick leave usage per employee for the same fiscal year is nine (9) days or less. Similarly, the maximum average sick leave usage shall be eleven and one-half (11.5) per employee per fiscal year and, if so exceeded, shall allow the Town to exercise said option.

The above averages are subject to the Union's review of the Town's calculations of the 11 year average of overtime costs from 1988 through 1998, and of the eight (8) years of sick leave usage from 1991 through 1998. It is agreed that these calculations include all budgeted and transferred funds in the fiscal years concerned. It is also agreed that in the calculations of the above sick leave averages, consecutive days of absence by individual employees greater than thirty (30) days were not included. The Union agrees to review any data and calculations within two (2) weeks following the execution of this Agreement, or to be bound by the percentages and averages expressed herein. No provision of this Agreement shall become effective unless and until there is agreement upon the maximum overtime and sick leave average usage levels to be utilized herein.

(d) It is agreed that during any period that the twenty-four (24)-hour shift schedule is in effect, the following restrictions will apply with respect to the calculations and usage of vacation, sick time, overtime, other leaves, and any other benefits set forth in any applicable collective bargaining agreements between the parties which may be affected by the implementation of the new twenty-four (24)-hour work schedule:

(1) Overtime: Overtime shifts may be filled in increments of ten (10)-hour days, fourteen (14)-hour nights, or twenty-four (24)-hour shifts, all at the sole discretion of the Chief or his/her designee. However, no employee may work more than thirty-four (34) consecutive hours without the prior approval of the Chief or his/her designee, or pursuant to standing operating orders established by the Chief, whose discretion in granting or denying work in excess of thirty-four (34) consecutive hours shall be absolute and unreviewable.

(2) Swapping: No employee shall be granted more than a total of five (5) twenty-four (24) hour swaps in any fiscal year. The Union hereby acknowledges the Town's right to enforce the existing contractual language of Article VI, paragraph 6.3, regarding the approval of swapping.

(3) Holidays: Holidays shall continue to be paid on the basis of one (1) paid holiday being equal to twelve (12) hours pay, not twenty-four (24) hours pay.

(4) Temporary Leaves: All vacation, stress, personal, time off-in-lieu, swaps, incentive, and bereavement leaves may be used in increments of ten (10) hour days or fourteen (14)-hour nights, consistent with applicable provisions of the parties collective bargaining agreement.

(5) Sick Leave: For the purpose of sick leave usage, each twenty-four (24)-hour tour of duty shall equate to two (2) sick leave days: a single ten (10)-hour day or a single fourteen (14)-hour night shall constitute one (1) sick day. Employees who intend to be out sick for the ten (10)-hour

day must give the Department notice prior to 7:00 a.m, and must specify whether they will be out sick for the fourteen (14)-hour night as well. Employees originally out sick for the ten (10)-hour day only, or who were scheduled to return to work for the fourteen (14)-hour night, and who intend to be out sick for the fourteen (14)-hour night concerned, must notify the Department prior to 4:00 p.m.

(6) Sick Leave Buy Back: Sick leave buy back shall be converted to a total hourly benefit so that any monies owing employees shall be neither increased not decreased as a result of implementation of the twenty-four (24)-hour shift. Sick leave buy back will be paid on the basis of One (1) day being equal to twelve (12) hours pay, not twenty four (24) hours pay.

(7) Bereavement Leave: Paid leave for parent (including step parent), child (including step child) or spouse shall be up to a maximum of forty eight (48) hours. Paid leave for Loss of brother, sister, mother-in-law, father-in-law, grandparent or grandchild shall be up to a maximum of up to thirty eight (38) hours. Leave for extended family members shall be equal to a maximum of fourteen (14) hours pay.

(8) Personal Leave: Personal leave of up to three shifts of forty-two (42) paid hours may be granted per year.

(9) Grievance/Arbitration Procedures: Time limits set forth in any applicable collective bargaining agreement shall continue to be calculated as they were prior to implementation of the twenty-four (24)-hour shift schedules, e.g. the definition of a "day", whether calendar or working, shall remain unchanged.

(e) The foregoing re-definition and/or re-calculation of fringe benefits is not intended to increase or to diminish the total dollar of hourly amount of pre-existing benefits not enumerated above. In no event shall any cost(s) to the Town of any benefits, whether or not enumerated above, following the implementation of the new twenty-four (24)-hour shift schedules herein agreed upon, exceed those costs which would have been incurred prior to said implementation. Specifically, enumerated restrictions set forth above on the usage of particular benefits following implementation shall remain in effect and shall supersede any and all conflicting provisions of any applicable collective bargaining agreements; all other contractual provisions shall remain in full force and effect. In the event that the twenty-four (24)-hour shift schedule is terminated for any reason, all pre-existing contractual benefits shall be re-instituted and re-calculated as may be appropriate.

(f) Nothing contained herein or in any collective bargaining agreement(s) shall limit the Chief's sole and unreviewable discretion to assign personnel to such shifts and to such work assignments as he/she deems to be in the best interest of the Town and the Department, or to change such assignments at any time. Neither shall any provision of this Agreement, particularly the computation of the maximum sick leave or overtime limits above, be construed to limit the Chief's right to pursue and to take appropriate disciplinary action for any alleged sick leave abuse or other unauthorized or inappropriate absenteeism; usage of the averages above shall not be construed to condone any level of individual sick leave usage or absenteeism.

(g) The parties are agreed that nothing herein shall be construed to limit any managerial rights of the Town, nor shall any such rights be limited even if the exercise of the same may have an adverse impact on the maximum overtime limit(s) set forth above.

ARTICLE VI

OVERTIME PAY

6.0 An employee covered by this Agreement who is required to be on duty for any period in excess of his regular hours of duty, as established by this Agreement, may be given time off equal to such period of overtime pay or he may be paid for such period of overtime at the option of the employee and in accordance with the needs of the Department. Overtime pay at the rate of one and one-half times the employee's hourly rate as shown in Article XI shall be paid for work performed beyond the employee's regular daily work schedule so long as the tour of duty of his weekly work schedule has been worked or accredited with working, and equivalent time off is not given.

6.1 In emergencies or as the need of the service require, employees covered by this Agreement may be scheduled and requested to perform work on an overtime pay basis. In such an event every effort shall be made by the Chief to distribute such overtime pay work opportunities as equitable as practicable. The Chief will maintain a list of overtime hours worked by classification. Overtime opportunities will be offered first to the employee with the least amount of overtime as shown on the appropriate list. An employee offered the overtime will be charged the number of hours equal to the hours actually worked. An employee refusing overtime opportunities will be charged the amount of overtime hours worked by his replacement(s). The Chief or his designee will advise members of the overtime opportunities. The bargaining unit members can accept, pass or refuse said overtime opportunities. If the overtime opportunity vacancy is unfilled after going through the list any member who passed will be offered the overtime and will either accept or refuse. If the overtime vacancy(s) still exists after the passed members have accepted or refused, the bargaining unit member on duty, with the least amount of hours on the appropriate overtime list, who refused said overtime opportunity, shall be required to work overtime. Employees new to the bargaining unit added to the overtime list will be placed at the end of the fire fighters list. Employees added to an overtime list will be placed at the end of that particular list. Employees shall be given as much advance notice as practicable when required to work overtime pay hours. An employee shall not be charged with overtime not worked if he is sick or injured, on vacation, bereavement leave or working as a substitute for another employee.

6.2 In the interest of Town economy and employee consideration, the Chief shall make every reasonable effort to keep overtime pay work to a minimum.

6.3 Swapping - Employees covered by the terms of this Agreement may be permitted to substitute or exchange time with other employees of like classification but not with employees of a senior grade within the department when assigned and approved by the Chief or his assignee, shift prior notice shall be required, the shift prior notice may be extended to one week prior notice at the discretion of the Chief when for proper cause after abuse of swapping an employee has been warned of an abuse of swapping said approval shall not be unreasonably withheld. The Town shall appropriately dock any employee whose time being substituted or exchanged is not properly covered because of the execution of the swap. No overtime pay shall be paid to any employee for such substitute or exchange time. Effective January 1, 2013, all swaps must be repaid within six months of the swap.

6.4 Employees covered by this Agreement who are called by the Chief or his designee from their homes to perform unscheduled work shall be paid at the appropriate rate but shall receive no less than four (4) hours pay. Such an employee shall be released when the situation(s) is determined by the Chief to have returned to normal. The provisions of this section shall be governed by the provisions of section 6.1. Any employee who is scheduled to work their regular shift, a swap, an overtime assignment or a special detail shall be ineligible for this call back within two hours of the start of said previous assignment.

6.5 Employees called by the Fire Department by means of the sounding of a signal notifying the full-time firefighter to respond to fight a fire, shall be paid at the appropriate rate for the number of hours worked, but shall be paid for no less than three (3) hours. For the purpose of this section only, any portion of the last hour worked shall be paid for as if the employee had worked a full hour.

6.6 An employee who is returning to work from a period in excess of two full weeks of vacation, illness or injury, disability, will not be required to work more than four (4) consecutive shifts to fulfill the provisions dealing with distribution of overtime of the Article 6.1 of Article Six.

ARTICLE VII

HOLIDAYS

7.0 Employees covered by this Agreement shall be granted the following paid holidays each year, if actively employed at the time the holiday occurs:

New Year's Day	Labor Day
Martin Luther King Day (January 15)	Columbus Day
Washington's Birthday	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
Independence Day	Christmas Day

This contract shall reopen specific only to Article 7.0 if there is a new federal and state holiday. This does not preclude the Union or Town reopening this Agreement under Article 1, Section 1.

7.1 Employees who are required to work on a holiday shall be paid for the number of hours worked on the holiday with a minimum of twelve (12) hours pay at straight time in addition to their regular pay. Employees who are not required to work on a holiday shall also receive twelve (12) hours pay at straight time in addition to their regular pay. In lieu of receiving the foregoing pay for any holiday, an employee may elect to receive twelve (12) hours of compensatory time off, such time off to be taken at the discretion of the Chief between October 1 and June 1.

7.2 The Town shall not be required to pay holiday pay to an employee for any holiday on which he has agreed to work if he fails, without being excused, to work the agreed upon number of hours.

7.3 If a holiday falls within an employee's vacation period such an employee shall be entitled to either holiday pay or an additional day of vacation, at the option of the employee except as the needs of the department may require, in addition to his vacation pay.

7.4 When a holiday falls within an employee's vacation period the option of receiving holiday pay or an additional vacation day must be determined prior to the employee's vacation period. When an additional day of vacation is selected, it must be scheduled within the vacation year.

ARTICLE VIII

VACATION

8.0 Vacation with pay will be granted to employees covered by this Agreement as follows:

(a) An employee with less than thirty (30) weeks of full-time continuous employment as of June first (1) shall be granted one (1) full day of vacation for each full month of full-time continuous service completed prior to June First (1) but not to exceed one (1) week of vacation.

(b) An employee having one (1) year of full-time continuous service as of his anniversary date shall be granted his second week of vacation with pay.

(c) An employee having five (5) years of full-time continuous service as of his anniversary date shall be granted his third week of vacation with pay.

(d) An employee having ten (10) years of full-time continuous service as of his anniversary date shall be granted his fourth week of vacation with pay.

(e) An employee having twenty (20) years of full-time continuous service as of his anniversary date shall be granted his fifth week of vacation with pay.

(f) A full-time permanent employee will be allowed no more than a one-year break in service in determining benefits. Said employee's break in service shall not be in conflict with any state, civil service rules and regulations or other sections of this contract in determining full-time permanent employment.

8.1 Upon the death of an employee who is eligible for vacation, payment shall be made to the estate of the deceased in an amount equal to the vacation allowance as accrued. Vacation entitlement is accrued on the basis of one twelfth (1/12th) of yearly total entitlement for each month of active employment in the vacation year.

8.2 Employees who are eligible for vacation and whose services are terminated by dismissal through no fault or delinquency of their own, by resignation (if two (2) week's notice has been given previously) or by retirement, or by entrance into the Armed Forces of the United States, shall be paid an amount equal to the vacation allowance as accrued, and not granted, in the vacation year prior to such dismissal, resignation with notice, retirement or entrance into the Armed Forces of the United States. In addition, payment shall be made for that portion of vacation year during which such dismissal, resignation with notice, retirement or entrance into the Armed Forces occurred up to the time of the employee's separation from the payroll; said allowance to be one twelfth (1/12) of the normal allowance for each full month of continuous service completed subsequent to June 1, or the anniversary date whichever is applicable.

8.3 Vacations shall be given at the employee's convenience but subject to the Chief's approval which is based on the need to maintain department operating efficiently. Subject to the needs of the department, vacations shall be chosen by each employee according to seniority and classification.

8.4 For purposes of clarification, one week of vacation is equivalent to seven (7) consecutive calendar days, beginning on the first (1) day of the employee's scheduled weekly tour of duty; and shall include that scheduled weekly tour of duty which the employee would have worked had he not been on vacation leave. Vacation pay will be based on the normal weekly hours of employment (exclusive of overtime) and at the salary at the time the vacation is taken.

8.5 Any amount of vacation not taken in the year in which the vacation is due may carry over and be taken the following year but not beyond the second year in which it was earned. Salary may be paid in lieu of vacation time with the approval of the Chief which approval shall not be unreasonably withheld. Salary will be calculated as follows: One (1) vacation day will be equal to twelve (12) hours pay.

8.6 Employees who are injured in the line of duty and are absent from work for said injury for more than 120 days will stop accruing vacation leave after 120 days of absence. Vacation leave accrued prior to the injury and for the first 120 days of injury leave may be used upon the employee's return to active duty.

ARTICLE IX

SICK LEAVE

9.0 All employees covered by this Agreement shall be eligible to receive time off with pay in the event of a bona fide personal sickness and non-service connected injury on the following basis:

(a) Employees in full time continuous employment shall be credited with one (1) day for each month thereof in any year of their employment.

(b) An employee with one (1) year of full-time continuous service may, if absent due to prolonged personal illness or injury, borrow additional sick leave in an amount equal to that which had been accrued at the outset of the calendar year up to an aggregate total of one hundred and fifty (150) days. If the amount of sick leave credit provided by the foregoing is about to be exhausted, an employee may make application to the Chief for borrowing additional sick leave time. Such application shall be forwarded with recommendations by the Chief to the Board of Selectmen which is authorized to grant such additional allowance as it may determine to be equitable after reviewing all circumstances including the employee's attendance and performance record prior to conditions supporting his request for the additional allowance. This borrowed leave shall be repaid to the Town at a minimum of one-half (1/2) the rate of accrual outlined in this section.

9.1 Sick leave must be authorized by the Chief. A physician's certificate of illness may be requested by the Chief for any period of illness, provided the Chief has justifiable reason for such request. In any event a physician's certificate of illness shall be submitted by the employee to the Chief after an absence of three (3) consecutive workdays unless waived by the Chief. If the Chief shall request a certificate of illness prior to an absence of three consecutive work days, then the cost of such examination shall be paid for by the Town of Marshfield. Failure to submit a certificate shall result in nonpayment of sick pay. The unauthorized use of sick leave for time off when not sick or injured may result in disciplinary action.

9.2 Leave made necessary in injury or illness in line of duty shall be reviewed by the Chief with regard to provisions of Chapter 41, Section 111F of the General Laws of the Commonwealth of Massachusetts or other laws governing a working injury to a Municipal employee.

9.3 An employee shall accrue sick leave days as granted under Section 9.0 up to a maximum of one hundred and fifty (150) days of sick leave eligibility.

9.4 Employees hired on or before November 21, 1983, whose services have been permanently terminated because of dismissal (other than for just cause), or retirement shall be paid for all accumulated

sick leave up to a maximum of 100 days in a lump sum at the prevailing rate of pay on the date of such termination of services; those employees who have accumulated more than 100 days of sick leave as of November 21, 1983, upon termination or retirement as aforesaid, shall be paid for all accumulated sick leave to a maximum of the number of days accumulated as of November 21, 1983, i.e., they shall be grandfathered as of the date of signing at their personal maximums. Such payment is to be made within thirty calendar days. It is agreed that the thirty calendar days will be waived if sufficient funds for such purpose are not appropriated within the Department budget. The Town, in an effort to meet their obligation, will appropriate the funds at the next scheduled Town Meeting or seek other methods of payment. One sick day will be equal to twelve (12) hours pay.

9.5 In the event of the death of an employee hired on or before November 21, 1983, all accumulated sick leave up in a lump sum at the prevailing rate of estates of those employees who have leave as of November 21, 1983, shall be funds at the next scheduled Town Meeting. A employee hired on or before November to a maximum of 100 days shall be paid pay to the estate of the employee; the accumulated more than 100 days of sick paid for all accumulated sick leave to a maximum of the number of days accumulated as of November 21, 1983.

9.6 Employees hired after November 21, 1983, whose services are subsequently terminated for any reason shall under no circumstances be paid for any accumulated sick leave, with the exception of the provisions set forth in Section 9.12. Employees separated by layoff who have a balance of sick leave at the date of layoff shall have that balance reinstated upon re-employment.

9.7 An employee may donate a portion of his accumulated sick leave days to another employee who is on a prolonged illness leave thirty (30) days or more; who has exhausted his own accumulated and borrowed sick leave days, who is in financial need and who is not receiving other compensation from a governmental agent or private employment. An employee shall not be allowed to make the donation if his accumulated sick leave days are fifteen (15) days or less or if the number of days to be donated will diminish his own accumulated sick leave days below a total of fifteen (15). An employee shall not be allowed to donate any accrued sick leave days beyond his accumulated one hundred and fifty (150) days. The Town shall not be held responsible for the operation of this section and employees making any donation of sick days must submit their request in writing to the Chief for his approval.

9.8 An employee calling in sick for his shift shall be ineligible to work on an overtime or special detail basis for a period of twenty-four (24) hours from the start of the sick leave shift as long as his subsequent eligibility for overtime is not affected. An employee is also not permitted to work a swap for another employee for a period of 24 hours after he/she has called in sick.

9.9 Should an employee hired on or before November 21, 1983, be laid off and, at time of layoff, wish to maintain his/her unused sick leave accumulation, he/she may apply to the Selectmen for a certificate of eligibility which shall be valid for his/her period of recall as prescribed by Civil Service Regulations. At any time during the period when the certificate is valid or at its expiration, the employee may apply for the face value reimbursement; i.e., number of days unused sick leave times the daily rate of pay at the time of layoff, subject always to the limits of Section 9.4. Payment of the certificate will be made within thirty (30) days or when funds become available. Any employee who receives payment hereunder and is subsequently recalled shall not be eligible for future payment for sick leave accumulation upon termination of employment for any reason. An employee who elects not to receive payment hereunder and is recalled shall, upon recall, retain his/her unused sick leave accumulated prior to layoff and his/her eligibility, if any, as existed prior to layoff to accumulate additional sick leave for buyback purposes under Section 9.4 and 9.5.

9.10 Any employee who does not use any sick time per quarter (as defined below) shall receive one (1) incentive shift per quarter for a total not to exceed four (4) per year. Shifts are defined to be a maximum of fourteen (14) hours. Quarters are to be defined as January 1st- March 31st, April 1st- June 30th, July 1st- September 30th, and October 1st- December 31st. Leave is to be computed and awarded on April 1st for the first quarter, July 1st for the second quarter, October 1st for the third quarter and January 1st for the fourth quarter and shall be used in the next quarter.

9.11 Any employee hired before November 1, 2012, with 15 years or more of full-time continuous service as of his anniversary date shall be provided with four (4) shifts of leave of absence without loss of pay for the purpose of stress management such leave to be utilized in a manner similar to time off pursuant to Article VIII of this Agreement and with the understanding that the prime period for such use shall include June 1st to October 1st.

9.12 An employee with a minimum of five (5) years full-time continuous service and fifty (50) sick days may buy back annual sick time at the daily rate of pay per the following schedule. One sick day will be equal to twelve (12) hours pay.

9.13 A full-time permanent employee will be allowed no more than a one year break in service in determining benefits. Said employee's break in service shall not be in conflict with any state, civil service rules and regulations or other sections of this contract in determining full-time permanent employment.

Annual Accumulation	Buy Back
12 Days	4 Days
11 Days	3 Days
10 Days	2 Days
9 Days	1 Day
Less than 9 Days	0 Days

Sick time for each year is calculated from January I through December 31. An employee who elected to buy back unused sick time for that particular year must notify the Fire Chief in writing within 30 days after the end of the calendar year. The Town will reimburse those employees within 30 days after the following July 1. For the purpose of this agreement, this section will take effect for annual sick leave accumulated as of December 31, 1993.

9.14 Employees who are on non-occupational sick leave and are absent from work for said illness/injury for more than 90 days will not receive holiday pay or compensatory leave after 90 days of absence. Holiday leave accrued prior to the injury and for the first 90 days of non-occupational sick leave may be used upon the employee's return to active duty.

ARTICLE X

MISCELLANEOUS PROVISIONS

10.0 Bereavement Leave - Employees covered by this Agreement may have up to four (4) shifts off for the Loss of a parent (including step parents), spouse or child (including step child). For the Loss of a brother, sister, mother-in-law, father-in-law, grandparent or grandchild the employee may have up to three (3) shifts off. The employee shall be entitled to one shift's leave without loss of pay for the purpose of attending funeral services for an employee's aunt, uncle, grandparents-in-law, brother-in-law or sister-in-law. Leave shall be reduced or not allowed if the period of days necessary for leave, occurs while the

employee is not scheduled for work ' on vacation, on sick leave, or other leave of absence. Additional time off without pay may be granted by the Chief for justifiable reasons.

10.1 Clothing - The Town shall continue to purchase uniforms for members of the Marshfield Fire Department, which may include the purchase of rubber boots, shoes and outer clothing necessary for the use of members of the Fire Department when traveling to or from or during the course of their employment. Effective July 1, 2018, Firefighters shall have an allocation of up to eight hundred dollars ($800.00), Lieutenants and Captains an allocation of up to eight hundred twenty-five dollars ($825.00) and the Deputy Chief an allocation of up to eight hundred fifty dollars ($850.00). All new hires who have successfully completed a probation period will be provided with a dress uniform.

The need for items of clothing to be purchased by these allocations shall be determined by the individual employee but of uniform standard, quality and design approved by the Chief. The allocation of money is for the purchase of clothing, used in Fire Department work and such allowance shall be controlled by purchase order or check issued by the Chief.

If an employee of the bargaining unit is following departmental procedure and in the course of his normal duties, at a working fire or medical emergency, and he damages his uniform as determined by the Chief and it cannot be repaired, the Town will replace the damaged clothing at no cost to the individual's clothing allocation account. This replacement does not include replacement of uniforms that are damaged due to normal wear and tear.

The Town shall provide facilities to members of the bargaining unit to wash and clean their uniforms. It is also agreed that it is an employee's responsibility to perform such laundering as the need arises.

10.2 Military Leave - An employee covered by this Agreement who is called for temporary summer or like period of training in the military forces for the Nation or the Commonwealth shall be paid full pay for not more than seventeen (17) days or eight and one half (8 ½) 24hour shifts, in addition to the normal vacation allowance.

10.3 Fire Drills - Attendance at drills will continue to be on a voluntary basis. Employees in attendance at drills called by the Chief other than those on regular duty shall be paid at the rate of time and one-half the employee's hourly rate as shown in Article XI with a minimum payment of no less than two (2) such hours at the time and one-half rate per fire drill.

10.4 Special Detail - Assignments to special details as required or requested shall be made by the Chief or his designee. The Chief or his designee shall maintain a listing of all firefighters willing to accept such detail and will assign details as equitable as practicable among them during the year. Effective upon the execution of this Agreement, employees shall be paid forty-seven dollars ($47.00) per hour for all hours worked on private detail. Effective July 1, 2019, the private detail rate will increase to fifty dollars ($50.00) per hour. It is understood and agreed that the firefighters serving the special detail duty shall not be paid unless the Town is reimbursed by the contracting agent. No detail assignment will be made until the person, firm, corporation or entity requesting the detail has agreed to pay said detail within two weeks from the time the detail was worked and to pay the current detail rate in effect per employee with a four (4) hour minimum. If a detail is cancelled and the party requesting the same fails to notify the Fire Department more than two (2) hours prior to the scheduled start of the detail, the party shall pay each employee assigned the detail four (4) hours pay at the current detail rate. For Town details, employees shall be paid the rate of top step firefighter plus $2 per hour.

10.5 Personal Leave - Personal leave necessitated by unforeseen circumstances, may be granted by the Chief up to three (3) shifts per year or a maximum of forty-two hours, and such leave may not be unreasonably withheld.

10.6 Harmonious Relations, Safety and Efficiency - In an effort to promote harmonious relations, safety and efficiency of the Department, the parties agree that the Fire Chief will meet with members of the Fire Department at mutually agreed upon times during the term of this Agreement to discuss matters of mutual interest. The time spent by members of the unit in these discussion periods shall be unpaid and not counted for purposes of computed overtime.

10.7 Court Appearance - When any firefighter is required or requested by the Chief to appear in Court or for all department related court appearances, he shall be paid in accordance with Article VI or Article XI of the Collective Bargaining Agreement, whichever is applicable, and if the requirement is for an appearance at off-duty hours, he shall be guaranteed a minimum of three (3) hours, at the compensation of time and one half.

10.8 Jury Duty - The Town will reimburse the employee the difference in wages earned as a juror and the employee's regular weekly salary. During the employee's jury duty period, if the employee is excused, he is expected to report for duty when not on jury duty.

10.9 Station Travel - Any employee who is regularly assigned to a station and who after his arrival at that station is shifted by his superior officer to another station will be compensated at the established Internal Revenue allowed rate per mile for the use of his private vehicle for that one way travel.

10.10 Aerial Ladder Truck Safety - The Chief will endeavor to ascertain the safety of the aerial ladder truck on an annual basis contingent on funding by the annual town meeting. The Chief and the Union shall confer as to whether testing by outside consultants shall be necessary. The Chief shall establish a log for the ladder truck's usage, and maintain the same.

10.11 Fire Academy Training – An employee newly hired into the unit after January 17, 2002, shall successfully complete or graduate from a new recruit training course at the Massachusetts fire academy or other Executive Office of Public Safety sanctioned academy. The new hired employee shall attend this new recruit training course as soon as practicable,at the sole discretion of the Chief. Any employee who is assigned to the Massachusetts recruit fire academy sanctioned by the Executive Office of Public Safety for firefighter recruit training shall be reimbursed thirty-five dollars ($35.00) per day as full compensation for travel, meals, lodging and other expenses incurred because of the assignment to the Fire Academy.

10.12 Cafeteria Plan - The Town agrees to establish as soon as reasonably practical a so-called "cafeteria plan" pursuant to Section 125 of the Internal Revenue Service code in order to allow employees covered by this Agreement to utilize pre-tax income to pay their contributions toward the premium cost of health insurance provided such employees pursuant to Massachusetts General Law Chapter 32B.

10.13 Safety Committee - A Safety Committee will be established consisting of the Fire Chief and Bargaining Unit members.

10.14 The Town of Marshfield will pay for inoculation for hepatitis B virus and infectious pulmonary tuberculosis. The Town shall make available to all present and future employees of the bargaining unit vaccinations to protect the employees from these diseases. The Town will pay for such inoculations after it has been determined that the employees health carrier or other carrier (i.e. Board of Health) will not provide such coverage. If coverage is provided by any of the above carriers, but not 100%, then the Town agrees to pay any residual expenses.

10.15 Employees in the bargaining unit shall be eligible for the benefits of maternity leave pursuant to M.G.L. 149, Section 105D, and the benefits of the federal Family and Medical Leave Act of 1993.

10.16 Gender Intent – Throughout this Agreement, the use of the word "he" or any of its derivatives shall be construed to apply equally to either gender.

10.17 All employees acknowledge that the Town of Marshfield Fire Department is the primary employer. Any employee engaging in outside employment while on sick leave, without the express written permission of the Fire Chief, will be subject to disciplinary action.

10.18 Health Insurance – The Town will continue to offer the following, but not limited to Harvard/Pilgrim, BC/BS Network Blue, BC/BS PPO or comparable plans of said insurance. The Town will continue to pay 50% of the premiums for said plans

10.19 Upon the separation from the department, all employees covered by this agreement shall be paid all stipends earned at a pro rata share for the time so assigned. Said stipends shall include but not be limited to specialty training (11.3), HAZMAT (11.7), Education compensation (13.0), Professional development (13.2, 13.3) and any future specialty compensation which is paid in installments, provided the Fire Chief has had a minimum three month written notice of said separation, unless waived by the Chief for emergency or unforeseen circumstances.

10.20 Direct Deposit – Employees agree to utilize direct deposit for all payments made by the Town. Employees agree to execute all forms necessary for direct deposit.

10.21 Bi-Weekly Pay – Upon acceptance by all other Town (non-school) unions, employees shall, following a ninety (90) day notice period, be paid on a bi-weekly schedule. As part of implementation of bi-weekly pay, the Town shall provide the services of a qualified financial advisor to assist with family budgeting. Said bi-weekly pay shall include all stipends and education compensation.

10.22 Residency Limit – All firefighters shall within 9 months of appointment reside within 20 miles of the Town of Marshfield. Said residency shall be measured from the closest Marshfield border to the door of residence.

Grandfathering Provision: Employees who were hired prior to the execution of this Agreement (10/23/2014) and who are not in compliance with the above limit shall be considered in compliance as of the date of this Agreement. However, in the event said firefighter moves from his or her residence after this Agreement, he or she shall be subject to the 20-mile limit. (The parties recognize that this restriction will not apply to any employee who has executed a purchase and sale agreement on a home but who has not actually moved before 10/23/2014.)

ARTICLE XI

PAY PRACTICES

11.0

GRADE	FY21	FY22	FY23
Firefighter			
STEP 1	53,549	54,620	55,712
STEP 2	57,886	59,044	60,225
STEP 3	60,164	61,367	62,594
STEP 4	62,767	64,022	65,302
NEW STEP 5 (7/1/20)	64,650	65,943	67,262
NEW STEP 6 (7/1/21)		67,921	69,279
NEW STEP 7 (7/1/22)			71,358
Lieutenant	75,317	79,807	84,559
Captain	87,744	93,773	100,202
Deputy	102,222	110,184	118,740

All new employees of the bargaining unit must be certified Emergency Medical Technicians unless the Fire Chief and Union waive this requirement which will require the employee to be certified within one year. Cost of certification will be borne by the employee unless the Fire Chief makes other provisions. Nothing in this Section shall constitute setting a practice concerning this issue.

All new employees hired after April 1, 2005 shall be certified EMT Paramedic unless the chief waives this requirement which will require the employee to be certified within three years. All employees hired off a specialist list shall maintain that certification as long as they are covered by this agreement.

11.1 All promotions and reclassifications within the unit shall be in accordance with the Civil Service Law, Chapter 31 of the Commonwealth of Massachusetts and the rules and regulations thereof.

11.2 Progression through the rate ranges from the minimum to the maximum for employees covered by this Agreement shall be in four (4) annual Steps for Firefighter. Progression through the rate ranges shall be on the anniversary date of the employee's continued service unless the Chief certified in writing to the Selectmen and the employee that the employee's performance is unsatisfactory. Such certification shall delay the step increase as long as the Chief shall consider appropriate under the particular circumstances, but not to exceed one (1) year. An employee shall receive a new anniversary date coinciding with the date the salary suspension is lifted.

11.3 Specialty Training:

Training Division – The Training Division shall consist of one Captain, one Lieutenant, and one Firefighter assigned by the Chief to perform the added duties of Training Officers. The Captain will receive an annual stipend of one thousand and two hundred dollars ($1,200) and serve as the Training Coordinator; the Lieutenant will receive an annual stipend of one thousand dollars ($1,000) and the Firefighter will not receive an annual stipend for this position but will be primarily eligible for any training assignments necessary and will be compensated with overtime pay in accordance with Article 6 for such assignments. The stipend shall be prorated when appropriate, for the time employees are so assigned and have worked. A stipend does not preclude Training Officers from overtime pay for such time spent training members of the department.

Rescue Divers - Effective July 1, 1988, any employee assigned by the Fire Chief to perform the special duties of Rescue Diver will receive $750 per annum or a pro-rata share for the time so assigned and worked. A Divemaster appointed by the Chief shall receive one thousand dollars ($1,000.00) per annum, prorated where appropriate.

The Town reserves the right to implement/assign members to the Mobile Health CARE function in accordance with the Affordable Care Act. The Town agrees to meet with the Union and impact bargain prior to implementation.

EMT Stipend - The Town will provide employees in the Bargaining Unit who are certified at the levels set forth below with the following compensation:

	Effective July 1, 2020
EMT-B	9.75% of base
EMT-I	11% of base pay
EMT-A	14% of base pay
Paramedic	15.75% of base pay

Employees who are required to attend classes necessary for the conversion from EMTI to EMTA shall be granted time off without loss of pay to attend training (at straight time) in the event said training is scheduled on an employee's regular work day. The Town also agrees to pay all costs associated with the transition. This language will no longer become operative after the transition from EMT-Intermediate to EMT-Advanced is complete.

EMT's will be evenly dispersed among the departments groups. EMT's will utilize their training and skills within the department's operation as deemed appropriate and necessary in connection with the Town of Marshfield Emergency Medical Service. The Town reserves the right to utilize department EMT's in conjunction with ALS and BLS engine companies and/or a Town operated ambulance service.

EMT Training and Certification - The Town will pay for all costs deemed appropriate by the Fire Chief subject to appropriation in relation to EMT training and certification. Effective July 1, 2013, employees attending mandatory refresher EMT training shall not receive overtime for any EMT refresher training that occurs while the employee is not on duty.

Arson Investigation Team of up to six employees: $750.00.

Fire Alarm Box Technician - $1,000.00;

Communications Coordinator - $750.00

EMS Coordinators /Infection Control Assistants/QA-QI (4) @ $2000 each

The EMS Coordinators must successfully complete the Town provided (OEMS approved) Infection Control Training Course.

Compensation to all specialists will be paid weekly or bi-weekly with the employees regular wages. .

11.4 Out of Grade Pay - Any employee assigned by the chief to serve in a higher rank for a period of two consecutive weekly tours of duty or more shall be paid the rate of pay of the higher rank so long as so assigned. The rate shall commence on the first work day of the third weekly tour of duty. The Chief shall not change assignments of those appointed to the higher rank in order to circumvent the provisions of this section.

11.5 Night Shift Differential - There shall be a night shift differential of 1.6% of base pay. Said differential shall not be included in base pay for purposes of overtime payment or computation. In addition, there shall be no pyramiding of the night shift differential; that is, a firefighter who fills a night shift on an overtime basis shall not receive any additional differential payment other than his regular weekly differential paid regardless of overtime worked.

11.6 Deleted

11.7 Haz-mat Response Team - When the Chief determines it is necessary to assign an employee to the Haz-Mat Response Team, he shall post in writing his intention to do so and interested employees shall be provided an opportunity to apply for the same in writing within a five (5) calendar day period. Due consideration will be given to each applicant's ability, professional and educational attainments, past performance and other relevant factors including length of service in the Department. Whenever the above factors are equal in the judgment of the Chief, preference will be given to the applicant with the greatest length of service. The Chief's decision to appoint may be subject to the grievance procedures herein but in no event shall be subject to arbitration. Each employee assigned to the Haz-mat Response Team shall be required to pass a state physical and technician course and to meet any other applicable requirements as may be determined by the Chief or as may be required by law. Subject always to the reimbursement provisions below, any employee assigned by the Chief who has actually performed the added duties of the Haz-mat Response Team for three months or more shall be entitled to receive $500 per calendar quarter or a pro-rata share for the time so assigned and worked. Subject always to the reimbursement provisions below, Haz-mat technicians who attend eight (8) hour monthly drills when not assigned to work a regular shift shall be entitled to receive compensation at the rate of time and one half of their regular hourly rate of pay as set forth in Article 11.

Notwithstanding any provisions of the Agreement to the contrary, it is understood and agreed that no payments to employees pursuant to this section 11.7 shall be made unless and until sufficient reimbursements from the Commonwealth as a result of the Town's participation in this program are actually received by the Town in order to make the payments outlined above or unless arrangements satisfactory to the Town Administrator (acting in his sole discretion) are made to provide for such payments in anticipation of actual receipt of such reimbursements. In the event the Town Administrator determines that reimbursements from the Commonwealth are not sufficient to allow for the continuation

of this program, he shall so notify the Union and the members of the Response Team and the provisions of this section 11.7 shall no longer be of any force or effect. (In such an event, employees who have participated in the program shall be considered to have volunteered their services and no payments for the same shall be made or owed hereunder.)

In no event shall the provisions of this section 11.7 be subject to arbitration.

ARTICLE XII

LONGEVITY COMPENSATION

12.0 Employees covered by this Agreement shall receive, upon completion of five (5) years of continuous full-time service, the annual sum of one hundred ($100.00) dollars; ten years two hundred ($200.00) dollars; fifteen years three hundred ($300.00) dollars; each additional year will be maintained at fifteen ($15.00) dollars; twenty years five hundred ($500.00) dollars; each additional year twenty-five ($25.00) dollars; after twenty-five (25) years each additional year will be maintained at one hundred dollars ($100.00).

A full-time employee will be allowed not more than a one year break in service in determining benefits. An employee's break in service shall not be in conflict with any state, civil service rules and regulations or other sections of this contract in determining full-time permanent employment. The amounts are to be paid annually within one (1) month of the employee's anniversary date, irrespective of grade or pay step at which the employee is employed.

ARTICLE XIII

EDUCATIONAL COMPENSATION

13.0 Full-time employees covered by this Agreement who have had one (1) year of continuous service with the Marshfield Fire Department will be eligible for additional annual compensation at the following rates for cumulative semester hours credits earned in a degree program in Fire Science Technology, Business Administration, Business Management, Public Administration, Emergency Management, Human Resource Management, Paramedic Technology, and Homeland Security.

9 credits	150.	39 credits	650.
15 credits	250.	45 credits	750.
21 credits	350.	51 credits	850.
27 credits	450.	57 credits	950.
33 credits	550.		

Associate Degree	6% of base pay
Associate Degree plus 30 Credits	7% of base pay
Bachelor of Science	10% of base pay
Masters	11% of base pay

Compensation will be paid weekly or bi-weekly with the employee's regular wages after proper documentation has been provided to qualify for such compensation.

13.1 Educational assistance, to defray the cost of tuition of courses each fiscal year not to exceed twelve hundred and fifty dollars ($1250) total per employee will be granted to those employees covered by the terms of this agreement who have a minimum of one (1) year service. Payments shall be approved for job-oriented educational courses only and will be made following satisfactory completion of the course(s) based upon receipts submitted. Requests for approval shall be granted by the Chief prior to enrollment.

13.2 Professional Development – Any employee who successfully completes the Massachusetts Fire Academy Executive Officer Training Certification shall be paid an annual stipend of $1000.00

13.3 Professional Development – Any employee who successfully completes the National Fire Academy Executive Officer Training Certification shall be paid an annual stipend of $800.00.

ARTICLE XIV

GRIEVANCE PROCEDURE

14.0 Any difference as to the interpretation of this Agreement in its application to a particular situation or as to whether it has been observed and performed and the disposition of which is not provided for in any law, rule or regulation shall be a grievance under this Agreement. Should any employee have a grievance, an earnest effort shall be made to settle such grievance at the earliest possible time in the grievance procedure. Any employee may use this grievance procedure with or without the Union's assistance but no grievance settlement made as a result of an individual processed grievance shall contravene any provision of this Agreement.

Step One

Any employee who has a grievance, shall within seventeen (17) calendar days of the occurrence or event giving rise to the grievance, submit such grievance in writing to the Fire Chief, setting forth the nature and particulars of the grievance. This step does not preclude the option of the employee to orally discuss the matter with the Chief in an attempt to resolve the grievance

Within twelve (12) working days (excluding week-ends) of receipt of a written grievance, the Chief shall submit his decision in writing to the aggrieved employee or his representative.

Step Two

If the aggrieved or his representative is not satisfied with the decision rendered by the Fire Chief, the employee or, representative shall within twelve (12) working days (excluding week-ends) of the date of the answer at Step One, submit the grievance in writing to the Board of Selectmen. The appeal to the Board shall set forth the basis of the disagreement with the decision of the Chief. The Chief shall receive a copy of any appeal submitted to the Board.

The Board of Selectmen or any representative thereof shall meet with the employee or the Union representative and the Chief for the purpose of adjusting or resolving such grievance. The Board shall render its decision, in writing, to the aggrieved or his representative and the chief, within seventeen (17) working days (excluding week-ends) of the grievance.

Step Three

A grievance not settled through the grievance procedure may be presented by the aggrieved party to arbitration within thirty (30) calendar days after the final decision of the Selectmen has been given the employee and the Union, or the final decision of the Union when filed by the Town.

14.1 A grievance on the part of the Town shall be processed by the Selectmen to the Union and if not settled at that step shall be processed directly to arbitration in accordance with Article XV.

14.2 The time limits outlined in this grievance procedure may be extended at any time by mutual agreement of the parties.

14.3 It is understood and agreed that any provisions of the civil Service Law and Rules, Town Bylaws, or any statutory requirements shall not be subject to this grievance procedure.

ARTICLE XV

ARBITRATION

15.0 A request for Arbitration shall state in reasonable detail the nature of the dispute, the specific provision of the Agreement alleged to have been violated and the remedy requested. The request shall be sent to the American Arbitration Association and a copy shall be furnished to the other party.

15.1 Within fifteen (15) calendar days following written request to the American Arbitration Association a panel of names shall be submitted from which an arbitrator may be chosen.

15.2 In the selection of the arbitrator and the conduct of any arbitration, the Voluntary Labor Arbitration rules shall control.

15.3 Each party shall bear the expense of preparing and presenting its own case. The cost of the arbitrator, meeting place and other incidental expenses mutually agreed to in advance shall be shared equally between the two (2) parties.

15.4 Nothing contained herein, shall be construed so as to authorize any arbitrator, acting under this Article XV to alter or modify this Agreement or any of its provisions or to take any action to prevent the Town and the Union from settling by mutual agreement, prior to final decision, any grievance submitted to arbitration hereunder.

ARTICLE XVI

WORK STOPPAGE

16.0 Pursuant to Chapter 150E of the General Laws of the Commonwealth of Massachusetts, the Union and the employee agree not to engage, induce, or encourage any strike, work stoppage, slowdown, or withholding of services by employees, which are normally provided to the Town.

16.1 Should any of its members engage in any action declared by the State Labor Relations Commission to be a prohibited practice as set forth above, the Union shall immediately in writing order such members to return to work and immediately cease such practices. The Town shall receive a copy of this written notice.

ARTICLE XVII

ANTIDISCRIMINATION

17.0 The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, national origin, sex or age, as provided by law in the execution and administration of this Agreement.

ARTICLE XVIII

INJURY ON DUTY/LIGHT DUTY

18.1 In accordance with M.G.L. Section 111F, whenever a fire fighter is incapacitated for duty because of an injury sustained in the performance of his duty without fault of his own, or a firefighter assigned to special duty by his superior officer, whether or not he is paid for such special duty by the Town, is so incapacitated because of injuries so sustained, he shall be granted leave without loss of pay for the period of such incapacity as herein provided.

18 .2 A fire fighter so incapacitated for duty because of injury sustained in the performance of his duty shall promptly notify the Chief or such person as the Chief shall designate as to the circumstances of his injury and the extent of his incapacity by written injury report and appropriate fire incident report. Except in unusual circumstances, failure to so notify the Chief or his designee within forth-eight (48) hours from the time the injury occurred will result in disqualification for benefits under this Article. If the fire fighter does promptly notify the Chief, the Town agrees it will grant him leave without loss of pay until such time as the Town determines, that for whatever reason, it is going to deny his claim.

In the event the Town denies the employee's claim it will forthwith notify the employee and the Union of the denial and he or she will have the right to pursue his claim solely through the arbitration procedure outlined in this Agreement.(there is no waiver of either party's right to seek to vacate an arbitrator's award pursuant to G.L. c. 150C). Nothing herein shall be construed as a waiver of the union's right to pursue a claim under the contract in order to protect the union's interpretation of this Article of the Agreement. If an employee's claim is denied, a corresponding deduction from available sick leave will be made for the number of days of paid leave pending the Town's denial of the claim.

18.3 Employees claiming paid injured leave under this Article, or seeking indemnification under M.G.L. 41, Section 100 or related Sections, shall be required, as a condition of eligibility for such compensation or reimbursement, to do the following:

(a) provide affirmative evidence of compliance with each required element set forth in sections 18.1 and 18.2;

(b) notify the Chief of any change in medical condition, including, but not limited to, any hospitalization;

(c) provide relevant documentation pertinent to the diagnosis, prognosis, and treatment of the injury or. illness for which compensation or reimbursement is claimed, including doctor's certificates;

(d) provide for billing the Town on a monthly basis or as nearly thereto as possible;

(e) with reasonable notice, appear voluntarily and promptly for any examination or re-examination by a physician designated by the Town Administrator (or Appointing Authority);

(f) advise the Chief of any outside employment in which the employee is engaged at the time of injury and prior to the commencement of any outside employment while claiming the benefits of this Article.

Exacerbation or reappearance of prior symptoms of illness or injury must be processed in accordance with sections 18.1, 18.2, and 18.3 above notwithstanding any prior determination of eligibility.

18.4 Placement of an injured employee on paid injured leave after an illness or injury does not by itself constitute a determination of eligibility for paid injured leave under this Article nor a waiver by the Town of its right to deny paid injured leave.

18.5 Light Duty - The Town's physician may determine an employee is capable of performing light duty under this Article. In the event that the employee's physician and the Town's physician disagree as to the employee's ability to perform light duty, the Union and the town will arrange for an examination of the fire fighter by a neutral physician appropriately specialized in the field of the injury and selected by the Town and approved by the Union, based on the qualifications of that physician. Said neutral physician shall examine the employee (and require the employee to be examined by such other specialists as he deems appropriate) and shall render an opinion as to whether the employee may perform any of the light duty tasks as determined below and the duration of such duties. The neutral physician shall be asked to make a determination if the fitness of the examined employee is capable of performing. Said neutral physician's determinations as to those matters shall be binding on all parties. If the neutral physician's determination finds that, in fact, the employee is capable of performing light duty as outlined in this Article, then as of that date any medical expenses incurred by other medical examinations sought or undergone by the employee will be the responsibility of the employee. Where appropriate, said physician may also be requested to recommend a therapeutic program to facilitate recovery and failure to follow the same will result in disqualification of benefits. At any time following the neutral physician's original determination, the Town or the employee may request the physician to review the continuing status of the employee's incapacity and/or ability to perform light duty tasks. Pending receipt of the neutral physician's determination, the employee shall continue to be on injured-on-duty status in accordance with M.G.L. 41, Section 111F. If the neutral physician determines that the employee is capable of performing any light duty task(s), the employee shall report for light duty as ordered by the Chief. If the neutral physician determines that the employee is not capable of performing any light duty task, the employee shall continue on injured-on-duty status in accordance with M.G.L. c. 41, Section 111F.

18.6 This Article supersedes any conflicting provisions Of M.G.L. c.41, Section 111F and in all other respects incorporated said statute by reference under this Agreement.

18.7 Disputes under Sections 18.5 through 18.20 of this Article shall be handled solely under the grievance and arbitration procedures of this Agreement.

18.8 Upon request of the Town the employee shall provide adequate documentation, including a review of the physical requirements of a specifically identified form of outside employment, from his/her treating physician that such outside employment, if any, would not hinder his/her recovery from his/her on-duty injury. In the event the Town disagrees with the employee's physician, the Town shall have the right to send the employee to a Town designated physician for a similar determination. In the event the Town's physician and the employee's physician do not agree on the medical condition and fitness to work of an employee, the employee may be required to see the neutral physician, based upon the procedures set forth in greater detail in Section 18.5.

In the event the determination of the neutral physician is that the employee should not perform the outside employment or if the employee fails to provide adequate documentation as requested, the Town may require the employee to cease such outside employment as a condition of continuing to receive benefits under this Article.

18.9 Light duty tasks shall be limited to the following:

(a) Fire Alarm Duty: defined as dispatching, desk duty, answering phones, citizen's assistance, typing, filing or similar clerical work within the station assigned;

(b) Inspections;

(c) Additional light duty tasks may be assigned as determined by a committee comprised of the Fire Chief, the Town Administrator and two (2) representatives of the Bargaining Committee as chosen by the Union.

(d) All light duty assignments may be made only after a written medical opinion is obtained from the neutral physician which indicates that the employee's injury(ies) would not prevent him/her from performing such tasks. If, in the opinion of the neutral physician, performing such light duty tasks would prolong the rehabilitative process or otherwise seriously increase the risk of further injury, the Chief shall not assign such tasks to the injured employee.

18.10 The Town agrees to pay all reasonable costs associated with any appropriate examinations of an employee by the neutral physician, or any other specialist recommended by the neutral physician, pursuant to this Article.

18.11 A firefighter assigned to light duty shall be assigned to such duty on his regularly scheduled shift. In the event a second employee on the same shift is assigned light duty, and the Chief determines that one of the two employees should be assigned to a different shift, the employee with the greatest seniority shall have the option of working his regularly scheduled shift or taking assignment to the shift the Chief determines for the second employee on light duty. Nothing herein shall prevent the light duty subcommittee from arranging for alternative light duty schedule, if all parties to such changes agree.

18.12 Employees who are eligible to perform light duty and/or who are on injured duty leave shall not be eligible to work private details until their return to full duty.

18.13 The Town agrees that any employee who is assigned light duty on a less than full-time basis, and who reports as assigned, shall be considered to be on injured-on-duty status for the remainder of his/her work week and shall be paid for such time in accordance with M.G.L. c.41, Section 111F.

18.14 An employee on light duty shall be paid the night shift differential for all hours actually worked on a shift for which such differential is paid an employee.

18.15 When the opinion of the neutral physician does not preclude overtime assignments, an employee recalled to light duty shall be provided a minimum of four (4) overtime opportunities within each thirty (30) day period of his/her light duty assignment, pro-rated if necessary. The length of each overtime opportunity shall be equal to the number of hours regularly worked by the employee on each of his/her light duty shifts.

18.16 An employee shall not be required to report for light duty without a legitimate light duty assignment.

18.17 Light duty as set forth in Section 18.9 above shall be made available on a voluntary basis to employees on long term sick leave, subject to medical documentation at the employee's expense that the employee is capable of performing such task(B). Such an employee shall be assigned, and may be reassigned, to light duty in accordance with the provisions of section 18.11 above. No other provisions of this Article shall be applicable to employees who return to light duty under this Section.

18.18 Light duty shall cease once an employee's good faith accidental disability retirement application, or an involuntary retirement application concerning the employee, has been accepted for consideration by the Plymouth County Retirement Board and pending a determination on the merits of the application by that Board. In the event the Retirement Board denies the employee's application, the Town may determine, at any time thereafter, but subject always to the provisions of Section 18.19 below, whether or not the employee should be required to return to light duty as a condition of receipt of the benefits of this Article.

18.19 Notwithstanding any other provisions of this Article to the contrary, once it is determined that an employee's disability is permanent, he/she shall not be eligible for light duty.

18.20 The parties acknowledge and agree that the foregoing provisions of this Article shall not be applicable to the three (3) firefighters on injured on duty status as of March 21, 1991; such employees shall be grandfathered and their rights shall be determined in accordance with applicable law and/or contractual provisions in effect prior to the parties' agreement on the terms of this Article.

ARTICLE XIX

DRUG TESTING AND DRUG POLICY

The following comprehensive drug policy and program shall apply to members of the bargaining unit:

Employees may not report for duty, or stay on duty, while using any illegal narcotic. Illegal narcotics shall be defined as cocaine, marijuana, hashish, heroin or any derivative substance of those narcotics. Hallucinogens such as P.C.P., L.S.D., or related substances shall also be included in this definition. Employees will not be tested for nicotine under this policy.

Employees may not report for duty, or stay on duty, if they have tested positive for an illegal narcotic. Upon being tested for drugs as set forth herein, an employee may, but does not have to, report the use of any drugs prescribed by a physician prior to testing. Marijuana is still classified as an illegal controlled substance pursuant to 21 U.S.C. ss801 et. Seq. (Controlled Substance Act). The Town Considers the use

of possession of marijuana (even with a valid prescription) a violation of federal law and the firefighter will be subject to discipline.

Annual Testing – Beginning in the calendar year 2002, the employer and Union will set a date certain for the purposes of conducting annual testing through the use of urine testing. Employees who, for valid reason, are not available on such date, will be required to submit urine testing on an alternative date to be set by the employer within two weeks of the primary date. In the case of an employee on long term injury or sick leave, the employer will set a date within two weeks of the return to work. Thereafter, the employer may conduct annual urine testing on a date certain which must fall somewhere between 340 and 370 days after the previous testing. Sample collection and testing will be conducted as set forth below. Any employee testing positive under the testing portion of this policy shall have the right to request a retest using a second analysis.

Probable Cause – If the employer has probable cause, as defined pursuant to state legal standards, to believe that an employee's behavior or conduct may indicate drug use, drug testing may be ordered subject to the same procedures and standards as set forth below. Observations by the employer must be made just before, during, or just after work hours. Appearance, speech, and behavior, are factors in determining probable cause, as well as indications of chronic or withdrawn effects of illegal narcotics. The Chief or his designee must directly observe the behavior in question, and may not rely solely on third party reports. Observations for probable cause will be made by one or more trained designees of the Chief. Only the Chief, or, in his absence, his designee, may order drug testing. A written, signed report must be completed by such individual determining probable cause and a second opinion must also be recorded in writing and signed. Such records will be submitted prior to administration of the test.

Positive Drug Tests – In the event that an employee tests positive (and which is confirmed by retesting if requested by the employee) for any illegal narcotic, that individual will be subject to a 24 – hour (One workday) suspension with pay (such suspension shall be charged first to vacation leave, then to personal leave, then to sick leave), provided that the employee seeks treatment through the Town's EAP or another counseling or treatment program. If the employee does not seek such treatment, said twenty four (24) hours suspension shall be without pay and shall remain a permanent part of the employee's records. In the event that the employee appropriately seeks treatment and completes an appropriate program, such suspension shall be removed from the employee's record.

If the employee requires additional treatment beyond the 24 hours, the individual may use sick time, vacation time, or personal leave to cover such time away from the job. The employee will not permitted to return to work until the individual is cleared to return for duty either by a substance abuse professional retained by the Town to administer its Employee Assistance Program, or a qualified substance abuse professional who has seen or treated the individual in an appropriate program. This policy will not apply to probationary employees.

If, within a 24-month period following the first positive drug test, an employee tests positive for illegal narcotics, they will be subject to receiving a 30-day suspension without pay, provided, however, that if the employee has accrued vacation leave, personal leave or sick leave, the individual may use such accrued leave to receive pay. The employee will not be permitted to return to work until the individual is cleared to return for duty, after completion of an appropriate drug treatment program, by a substance abuse professional retained by the Town to administer its Employee Assistance Program, a qualified substance abuse professional, or medical review officer.

If an employee test positive for an illegal narcotic within a 24-month period after having a second positive test, the employee will be subject to discharge.

Any employee who has tested positive a second time for drug use, after a period of 24 months of negative tests, all documentation relative to drug use and treatment will be expunged from their personal file.

Procedures for Drug Testing – described herein shall be done while the employee is on duty, and take place at a laboratory, physician's office, or collection facility, which has been appropriately certified to provide urinalysis collecting, and said facility shall have in place written procedures ensuring the reliability of samples taken, the prevention of tampering with said samples, and adequate protection of privacy which shall include the individual's right to provide the sample in a private but secure environment. All drug testing conducted in such facility shall have a split sample taken, with one such sample being properly preserved by the facility, should a question as reliability of said drug test occur. In the event of a positive test, as set forth herein, the individual and/or the Union may have the preserved sample tested by an independent laboratory of their choice.

In addition, as described above, in the event of any positive test, the employee may have another urine sample taken immediately upon his request. All drug testing shall employ a methodology which is equal to or greater than the reliability of GC-MS (Gas Chromatography- Mass Spectrophotometry) testing.

ARTICLE XX

FITNESS INCENTIVE

20.0 Preamble and Test Administration Language:

Eligibility: Employees will be eligible to receive the following fitness incentive bonus in the event he/she successfully completes *all* of the criteria set forth below on the test date. Employees who are unable to complete the testing on the date chosen are not eligible to receive the bonus.

Test Date: The test date will be a mutually agreed upon date in October of each calendar year. In the event of rain or inclement weather, an alternative date will be agreed upon. Testing will be administered at three (3) times, allowing each assigned shift a convenient test time. However, an employee may only test once.

Test Administration: The test will be administered by a person who has a background in physical education and/or physical fitness such as an athletic trainer. The test administrator will be agreed upon yearly by both parties. The Union agrees to pay the administration costs, not to exceed two hundred dollars.

Payment: Employees who successfully complete the test will receive a bonus in the amount of $450 or $225 depending on percentile passage rate. Payment will be made in one lump sum with taxes and eligible withholdings deducted on the regularly scheduled pay period immediately following October 30. In no event shall payment be considered part of base wages or hourly salary upon which overtime is based.

Percentile passage	Payment Amount
50%	$450
40%	$225

Standards: The standards set below are based on the recommended fitness norms of the Cooper's Institute for Aerobic Research (CIAR) and the American College of Sports Medicine (ACSM). CIAR has worked with fitness programs in law enforcement, public safety and military programs since 1976.

Procedure for testing Sit up:

1. Subject starts by lying on his back, knees bent, heels flat on the floor with hands cupped behind the ears. Buttocks must remain on the floor with no thrusting of the hips.
2. Partner holds feet down firmly
3. Subject then performs as many correct sit ups as possible in one minute, elbows toughing knees. Any resting should be done in up position.
4. Breathing should be as normal as possible, making sure subject does not hold his/her breath.

Procedure for testing Push up:

1. The hands are placed slightly wider than shoulder width apart, fingers pointing forward. The test administrator places one fist on the floor below the subject's chest.
2. Starting from the up position (elbows extended), the subject must keep the back straight at all times and lower the body to the floor until the chest touches the administrator's fist. The subject then returns to the up position. This is one repetition.
3. Resting should only be done in the up position. There is no time limit. Women may use the modified push up method, which is performed on the hands and knew with the back straight and hands slightly in front of the shoulders in the up position.

Procedure for One Mile Run:

1. Participants should not eat a heavy meal for at least 2-3 hours prior to the test.
2. If possible, each subject should have experienced some practice in pacing prior to the test. Often subjects will attempt to run too fast early and become fatigued
3. Participant runs one mile as fast as possible, no walking. If a 440 yard track is used, four laps must be completed using the inside lane (lane 1).
4. Upon test completion, a mandatory cool down period is enforced. Participants should walk slowly for five minutes immediately after the run.
5. During the administration of the test, the participants can be informed of their lap times. Finish lap times will be called out and recorded.

Standards to Be Met FOR 1 MILE RUN

MALE

20-29	30-39	40-49	50-59	60-69	70-79
7:43	7:59	8:35	9:19	10:35	12:03
8:19	8:35	9:13	10:09	11:33	13:09

FEMALE

20-29	30-39	40-49	50-59	60-69	70-79
9:19	9:42	10:37	11:45	12:59	14:30
10:03	10:37	11:27	12:47	13:57	15:51

Standards to be met for Sit Ups

MALE

20-29	30-39	40-49	50-59	60PLUS	
40	36	31	26	20	
38	35	29	24	19	

FEMALE

20-29	30-39	40-49	50-59	60PLUS	

35	27	22	17	8	
32	25	20	14	6	

Standards to be met for Push Ups (one minute)

MALE

20-29	30-39	40-49	50-59	60PLUS	
27	27	21	15	15	
24	18	18	13	10	

FEMALE

20-29	30-39	40-49	50-59	60PLUS	
18	14	11	9	9	
15	11	9	8	7	

This test shall not be considered to be indicative of an employee's overall fitness for duty. Rather, it is intended to be a mechanism to reward an employee for meeting the above criteria.

ARTICLE XXI

DURATION OF AGREEMENT

21.0 The provisions of this Agreement shall be effective as of July 1, 2020, and shall continue in full force and effect to and including June 30, 2023, and from year to year thereafter unless modified or terminated as hereinafter provided.

21.1 Either the Town or the Union may reopen this Agreement by written notice, forwarded by registered mail to the other, not more than one hundred and twenty (120) days and less than sixty (60) days prior to June 30, 2023, or prior to June 30th of any subsequent year. Not more than fifteen (15) days following receipt of such notice, collective bargaining negotiations shall commence for the purpose of considering the terms of a new or modified Agreement.

21.2 If settlement is not reached by June 30, 2023, or June 30th of any subsequent year, this Agreement shall continue in force and effect until midnight of the tenth day following written notice given by either the Town or the Local of its intention to terminate the Agreement; provided, however, that in the event of such termination the grievance and arbitration procedures as set forth in Article XIV and Article XV shall survive.

Agreed to this 14th day of September, 2020

For the Union:

President

V.P

Tres.

For the Town:

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