



**CITY OF TAUNTON**  
**MASSACHUSETTS**

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**MEMORANDUM**

**TO:** Rosemarie Blackwell, City Clerk  
Paul Slivinski, Retirement Board Director

**FROM:** Maria V. Gomes, Director of Human Resources

**DATE:** Sept. 28, 2006

**RE:** Taunton Firefighters, Local 1391 Contract

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Enclosed you will find a copy of the collective bargaining contract between the City of Taunton and the Taunton Firefighters Local 1391 for July 1, 2005 through June 30, 2008.

COLLECTIVE BARGAINING CONTRACT

BETWEEN

CITY OF TAUNTON

AND

TAUNTON FIREFIGHTERS, LOCAL 1391  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

JULY 1, 2005 - JUNE 30, 2008

CONTRACT INDEX

2005 – 2008

<u>ARTICLE</u>	<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
I	1	RECOGNITION	1
	2	UNION SECURITY	1
	3	DUES DEDUCTION	1
	4	AGENCY SERVICE FEE	2
	5	TIME OFF UNION BUSINESS	2
II	1	RETENTION OF CIVIL SERVICE	2
	2	VACANCIES (FIREFIGHTERS)	3
	3	VACANCIES (OFFICERS)	3
	4	CIVIL SERVICE LISTS	3
	5	WORKING OUT OF GRADE	3
	6	TEMPORARY VACANCY (OFFICERS)	3
III	1	FIRE DEPARTMENT COMPOSITION	4
	2	SPECIALTY POSITIONS	4
	3	DUTIES	4
	4	DUTIES OF TRAINING OFFICER	5
	5	DUTIES OF FIRE PREVENTION CAPTAIN	5
	6	DUTIES OF ASST. FIRE INSP./RTK TRAINING OFFICER	5
	7	DUTIES OF FIREFIGHTER PRIV./ASST. FIRE INSPECTOR	6

<u>ARTICLE</u>	<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
III (cont'd)	8	DUTIES OF COMMUNICATIONS SPECIALISTS	7
	9	DUTIES OF COMM. OFFICER	7
	10	DUTIES OF COMPUTER OPERATIONS SPECIALIST	8
	11	DUTIES OF S.A.F.E. COORDINATOR	8
IV	1	HOURS	9
	2	SUBSTITUTIONS	9
IV	3	OVERTIME	10
	4	CALL-BACK PAY	12
	5	NO COMPENSATORY TIME OFF	12
	6	EXTRA DUTY	12
	7	COURT TIME	12
V	1	VACATIONS	13
	2	PERSONAL DAYS	15
VI	1	UNIFORM ALLOWANCE	15
	2	PAID HOLIDAYS	16
VII	1	SICK LEAVE	16
	2	VOLUNTARY COVERAGE	18
	3	SICK LEAVE BANK	18
VIII	1	DEATH LEAVE	19
IX	1	JURY LEAVE	19
	2	EMERGENCY LEAVE	20

<u>ARTICLE</u>	<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
X	1	WAGES	20
	2	ADDITIONAL WAGE PROVISIONS	23
	3	LONGEVITY	23
	4	PRIVATE'S APPARATUS MAINT. ALLOWANCE	24
	5	NIGHT DIFFERENTIAL	24
	6	HAZARDOUS DUTY PAY	24
	7	HAZARDOUS MATERIAL (HAZMAT) PAY	24
	8	WEEKLY PAY	25
	9	DEFERRED COMPENSATION PLAN	25
	10	DEPARTMENT MECHANIC	25
XI	1	SENIORITY	25
XII	1	GRIEVANCE PROCEDURE	26
XIII	1	PAID DETAILS	27
	2	REVOLVING FUND	28
XIV	1	LEAVE OF ABSENCE-UNION BUSINESS	29
	2	CONVENTION ATTENDANCE	29
	3	MILITARY LEAVE	30
	4	PERIOD FOR LEAVES OF ABSENCE	30

<u>ARTICLE</u>	<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
XIV (cont'd)	5	MONTHLY MEETINGS - FIRE PREVENTION	31
	6	MATERNITY LEAVE	31
XV	1	DEPARTMENT PHYSICIAN	31
	2	DISABILITY LEAVE	31
	3	HEPATITIS B VACCINATIONS	32
XVI	1	BLUE CROSS/BLUE SHIELD	33
XVII	1	PENSION PROVISIONS	33
XVIII	1	RIGHTS AND PRIVILEGES	34
XIX	1	BARGAINING UNIT WORK	34
XX	1	BULLETIN BOARDS	34
	2	UNION OFFICE	34
XXI	1	EMPLOYMENT QUALIFICATIONS	34
XXII	1	FIREFIGHTERS LIBRARY	35
XXIII	1	PIECE MANNING	35
XXIV	1	MUTUAL AID	36
	2		36
	3		36
XXV	1	COMPENSATION FOR ACADEMIC CREDITS	36
XXVI	1	MASS DECONTAMINATION UNIT (MDU)	38
XXVII	1	TRAINING OPPORTUNITIES	40
XXVIII	1	EMT TRAINING	40

<u>ARTICLE</u>	<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
XXIX	1	OUT OF GRADE	41
	2	COVERAGE OF CHIEF'S POSITION	42
	3	COVERAGE OF SHIFT CAPTAIN'S POSITION	42
XXX	1	STATION FACILITIES	42
	2	SNOW BLOWERS	43
	3	STREET DIRECTORIES	43
	4	VEHICLE INSURANCE	43
	5	SAFETY	43
	6	MAJOR FIRE OR RESCUE APPARATUS	43
	7	AMBULANCE OVERSIGHT COMMITTEE	43
	8	LAYOFF NOTICE	44
	9	FUNERAL LEAVE	44
	10	HONOR GUARD	44
XXXI	1	JUST CAUSE	44
	2	MANAGEMENT RIGHTS	44
XXXII	1	SAVINGS CLAUSE	45
XXXIII	1	CONSTRUCTION OF CONTRACT TERMINOLOGY	45
XXXIV	1	DURATION OF AGREEMENT	45

## AGREEMENT

**THIS AGREEMENT** effective as of July 1, 2005 by and between the City of Taunton, Commonwealth of Massachusetts, and the Taunton Firefighters, Local 1391, Taunton, International Association of Firefighters.

**WHEREAS**, the parties hereto desire to maintain and promote a harmonious relationship between them; and

**WHEREAS**, the parties hereto desire to promote the morale, equal rights, well being and security of the Employees of the Fire Department, City of Taunton.

**NOW, THEREFORE**, in consideration of the promises, covenants, undertakings, terms and conditions herein contained, it is hereby mutually agreed by and between the parties hereto as follows.

### ARTICLE I

#### **SECTION 1: RECOGNITION**

The City of Taunton recognizes only Local 1391, International Association of Firefighters, AFL-CIO, as the bargaining agent for all uniformed employees of the Taunton Fire Department, including Deputy Chiefs, Captains, Lieutenants and Privates, all Department Mechanics and all Communications Specialists for the purpose of collective bargaining relative to wages, salaries, hours and working conditions. All authorized correspondence shall be signed by the President or Secretary of Local 1391. The Employer agrees that it will not enter into any individual or collective agreement with any employee covered by this Agreement which is contrary to this Agreement. The rights of the City of Taunton and the employees shall be respected and observed for the orderly settlement of all questions.

#### **SECTION 2: UNION SECURITY**

The City of Taunton agrees not to discriminate in any way against employees for Union membership or activities.

#### **SECTION 3: DUES DEDUCTION**

The City of Taunton shall deduct Union dues and/or assessments upon authorization of members of Local 1391 who sign deduction form cards to be supplied by the Local. The City of Taunton shall forward to the Treasurer of the Union such deductions each month following the month of deduction. No such authorization shall be revoked except upon two (2) weeks written notice to the City Treasurer.

#### **SECTION 4: AGENCY SERVICE FEE**

(a) On and after the thirtieth (30th) day following the beginning of employment or the effective date of this Agreement, whichever is later, each employee shall be required, as a condition of continued employment, to pay a monthly agency service fee to Local 1391 in an amount proportionately commensurate with the cost of collective bargaining and contract administration, which amount shall be equal to the monthly dues of Local 1391, as established and as amended from time to time by Local 1391.

(b) Upon presentation by a member of the fire fighting unit of a written authorization specifying the amount incorporated into paragraph (a) of this Section to the City Treasurer, the City shall deduct on the payroll schedule from the salary of said member the amount so specified and shall forward said amount to the Treasurer of Local 1391. Upon such authorization and monthly deduction, the provisions of subsection 4(b) shall take precedence over the dues deduction provisions of Section 3 of this Article.

#### **SECTION 5: TIME OFF-UNION BUSINESS**

(a) All employees covered by this Agreement who are Officers of Local 1391 or who are appointed by Local 1391 as members of said Local's Collective Bargaining Negotiating Team [not to exceed three (3)] shall be allowed time off for official Union business, negotiations or conferences with the City Administration or Chief of the Department, without loss of pay or benefits and without the requirement to make up said loss of time. However, the Negotiating Team shall be responsible to respond to all emergency calls.

(b) The members of the Grievance Committee shall be granted leave from duty with no loss of pay or benefits for all meetings between the City and said Committee, and for the time required to prepare and process grievances, when such activity takes place at a time during which such employee is scheduled to be on duty.

(c) In the case of the provisions as set forth in paragraphs (a) and (b) above, the Chief or his designee shall, wherever practicable, be notified at least 24 hours, in advance, of the identity of said members.

### **ARTICLE II**

#### **SECTION 1: RETENTION OF CIVIL SERVICE RIGHTS**

The members covered by this Agreement shall retain their Civil Service rights now in effect and regulated by Chapter 31 of the General Laws of Massachusetts, as the same shall be amended from time to time hereafter.

## **SECTION 2: VACANCIES-FIREFIGHTERS**

(a) As far as possible, the Department shall continue to anticipate and plan for filling of vacancies in the rank of Firefighter. Neither the City of Taunton, nor the Chief of the Fire Department shall, under any circumstance, hire or engage any person or persons, whether paid or not, to perform any of the duties of a Firefighter, other than a regular Firefighter, or a reserve Firefighter, unless no regular or reserve Firefighter is available.

(b) The Civil Defense Act and its operation shall in no way be affected by this Article.

## **SECTION 3: VACANCIES-FIRE OFFICERS RANKS**

The City continuously will maintain promotional lists for all unit classifications covered by this Agreement and, in the event of a vacancy in a bargaining unit position, the City immediately will fill such vacancy through promotions. It is understood that the City's obligations pursuant to the language of this Section will be met if reasonable efforts are made by the City to comply therewith, and that delay caused by agencies or circumstances beyond the City's control will not be construed as a basis for asserting the City's failure to comply with one (1) or more of the requirements of this Section.

## **SECTION 4: CIVIL SERVICE LISTS**

Civil Service lists for promotional positions shall remain in full force and effect for two years from the date as of which each such list is established unless a particular list is exhausted before the expiration of the two year period.

## **SECTION 5: WORKING OUT OF GRADE**

Any member who successfully passes a Civil Service exam for promotion can work out of grade as soon as he proves to the Chief that he has successfully passed the exam, by showing his computer grade card. Out of grade work shall be assigned based upon the employees' relative order of placement on the most recent Civil Service list for the position in question until the next such list is established which shall then be used as the basis for assigning out of grade work.

## **SECTION 6: TEMPORARY VACANCY - OFFICERS RANKS**

When a vacancy exists for an Officer because of illness or injury over 30 calendar days, or when the Chief receives proof (doctors slip) that the length of the illness or injury will be over 30 days, then the Chief shall fill said vacancy with the top member on the appropriate promotional list or, if no promotional list exists, then the Chief shall appoint the senior qualified member. This Article shall supersede all other articles in regard to filling vacancies in the Officers' ranks.

## ARTICLE III

### **SECTION 1: FIRE DEPARTMENT COMPOSITION**

The Fire Department shall consist of the following:

- a. One (1) Chief
- b. Four (4) Deputy Chiefs
- c. Seven (7) Captains (one (1) of which to be the Fire Inspector and one (1) of which to be the Training Officer)
- d. One (1) Master Mechanic
- e. Seventeen (17) Lieutenants (one (1) of which shall be the Asst. Fire Inspector/RTK Officer and one (1) of which shall be the Communications Officer)
- f. Ninety-two (92) Privates (one (1) of which to be the Asst. Fire Inspector)
- g. Four (4) Communications Specialists
- h. One (1) Computer Operations Specialist
- i. One (1) S.A.F.E. Coordinator

### **SECTION 2: SPECIALTY POSITIONS**

(a) The qualifications for all specialty positions shall be agreed upon by the Chief and the Union. All specialty positions shall be posted for bid whenever they are vacant and the posted position shall be awarded to the senior qualified bidder subject to the limitation that no member of the bargaining unit shall be permitted to hold more than one such specialty position at a time.

(b) Whenever there is a vacancy in any position in the bargaining unit for which additional compensation is paid, the position shall be posted for bidding for at least two (2) weeks. The position shall be awarded to the most senior bidder who is qualified to perform the duties of the position in which the vacancy exists.

### **SECTION 3: DUTIES**

The duties of the members of the Fire Department shall include control and extinguishing of fires, fire prevention, saving and protection of life and property; driving, operation, care and maintenance of all apparatus and equipment; care of station or quarters; inspections, drills; and to perform all related work as may be directed by the Chief or Acting Chief of the Fire Department and in accordance with all Civil Service

Rules and Regulations, and the Ordinances of the City of Taunton as the same now exist or may be amended.

#### **SECTION 4: DUTIES OF THE TRAINING OFFICER**

The Captain who is working in this capacity shall enjoy all of the benefits afforded in this Agreement, but his duties will differ from a regular Captain in the firefighting units as outlined below:

1. The Captain in this position shall also be the Department's full time Training Officer and will report directly to the Chief of the Department.
2. At no time shall the Captain in this position work under the provisions of ARTICLE XXIX (out of grade) unless he is compensated in accordance with ARTICLE IV, SECTION 3 of this Agreement (overtime).

#### **SECTION 5: DUTIES OF THE FIRE PREVENTION CAPTAIN**

The Captain who is working in this capacity shall enjoy all the benefits afforded in this Agreement but his duties shall differ from a regular Captain in the Firefighting units as outlined below:

1. The Captain in this position shall be the Fire Inspector and Enforcement Officer as designated by the Chief of the Department and will report directly to the Chief of the Department.
2. At no time shall the Captain in this position work under the provisions of ARTICLE XXIX (out of grade) unless he is compensated in accordance with ARTICLE IV, SECTION 3 of this Agreement (overtime).
3. The Captain in this position shall have complete control of all assignments and duties of the Fire Prevention Bureau and other related duties assigned by the Chief of the Department.

#### **SECTION 6: DUTIES OF THE ASST. FIRE INSPECTOR/RTK TRAINING OFFICER**

The Lieutenant who is working in this capacity shall enjoy all of the benefits afforded in this Agreement but his duties shall differ from a regular Lieutenant in the Firefighting units as outlined below:

1. **DUTIES:** The Lieutenant in this position shall be an Assistant Fire Inspector and RTK (Right To Know) Training and Enforcement Officer as designated by the Chief of the Department according to the needs of the Department.

2. At no time shall the Lieutenant in this position work under the provisions of Article XXIX (out of grade) unless he is compensated in accordance with Article IV, Section 3 of this Agreement.

3. While absent from his duties, his position may be covered by a qualified Lieutenant or a Private working in an out of grade situation. A qualified on-duty man may fill this position but if no one on duty is qualified, the Deputy Chief shall hire off the qualified Inspectors list (at the Chief's discretion).

4. Any Lieutenant, Firefighter/Private on a Lieutenant's eligibility list, or 3rd year Firefighter/Private will be eligible for training to fill the position of Lieutenant Fire Inspector/RTK Training Officer when absent from his duties. The Fire Prevention Bureau will attempt to restrict their duties to the locating of smoke detectors in single family homes and apartments up to 5 units and general FPB office work. (These qualifications will have to be altered to other duties in fire prevention as the need arises). Although the time needed to qualify will vary from man to man, the Fire Inspector feels that a 16 day minimum (voluntary) should be enough time to learn the basic part of this job, especially in a temporary status.

#### **SECTION 7: DUTIES OF THE FIREFIGHTER PRIVATE/ASSISTANT FIRE INSPECTOR**

The Firefighter/Private who is working in this capacity shall enjoy all of the benefits afforded in this Agreement but his duties shall differ from a regular Firefighter/Private in the Firefighting units as outlined below:

1. The Firefighter/Private in this position shall be an Assistant Fire Inspector and Enforcement Officer as designated by the Chief of the Department according to the needs of the Department.

2. At no time shall the Firefighter/Private in this position work under the provisions of Article XXIX (out of grade) unless he is compensated in accordance with Article IV, Section 3 of this Agreement.

3. While absent from his duties, his position may be covered by a qualified Firefighter/Private. A qualified on-duty man may fill this position but if no one on duty is qualified, the Deputy Chief shall hire off the qualified inspectors list. This paragraph shall be at the Chief's discretion.

4. Any 3rd year Firefighter/Private will be eligible for training to fill the position of Firefighter/Private Fire Inspector. The Fire Prevention Bureau will attempt to restrict their duties to the location of smoke detectors in single family homes and apartments up to 5 units and general FPB office work. (These qualifications will have to be altered to include other duties in fire prevention as the need arises). A 16 day minimum (voluntary) should be enough time to learn the basic part of this job, especially in a temporary status.

## **SECTION 8: DUTIES OF THE COMMUNICATIONS SPECIALISTS**

The Communications Specialist/Level 1 Firefighter who is working in this capacity shall enjoy all of the benefits afforded in this Agreement with the exception of Article X Section 6 (Hazardous Duty Pay) but his duties shall differ from a regular Firefighter/Private in the firefighting units as outlined below:

1. The Communications Specialist/Level 1 Firefighter will be the operators of the E-911 communication system.
2. At no time shall the Communications Specialist/Level 1 Firefighter work in any other capacity until he has successfully completed the Massachusetts Firefighters Recruit Training Program.
3. While absent from his duties, his position may be covered by a qualified Firefighter/Private. A qualified on duty Firefighter/Private may fill this position but if no one on duty is qualified, the Deputy Chief shall hire off of the overtime list. The lowest Communications Specialist/Level 1 Firefighter shall have the first opportunity to fill the position.
4. Any 3<sup>rd</sup> year Firefighter/Private will be eligible for training to fill the position of Communications Specialist. The Communications Officer will do the training at his earliest convenience.

## **SECTION 9: DUTIES OF THE COMMUNICATIONS OFFICER**

The Lieutenant working in this capacity shall enjoy all the benefits afforded in this Agreement, but his duties shall differ from a regular Lieutenant in the Firefighting units as outlined below:

1. The Lieutenant in this position shall be the Communications Officer as designated by the Chief of the Department and will report directly to the Chief of the Department.
2. At no time should the Lieutenant in this position work under the provisions of Article XXIX (out of grade) unless he is compensated in accordance with Article IV Section 3 of this Agreement.
3. He shall be the Officer in charge of E-911 including, but not limited to, all aspects of the efficient operation of the E-911 communications system.
4. The Lieutenant in this position shall have complete control of all assignments and duties of the E-911 Communications Center, and other related duties assigned by the Chief of the Department.

5. He shall also have duties related to Department wide communications protocols as designated by the Chief of the Department, according to the needs of the Department.

#### **SECTION 10: DUTIES OF THE COMPUTER OPERATIONS SPECIALIST**

The member working in this capacity shall enjoy all the benefits afforded in this Agreement. His duties will be set forth by the Chief of the Fire Department. They will be limited to the procurement, cleaning and maintenance of the Department's computers.

1. The member working in this position shall be compensated at the rate of \$5,000 annually, said compensation to be added to the base salary of the individual appointed to the position.
2. This position shall be filled by appointment by the Chief of the Fire Department, and shall be filled solely upon his determination that the position needs to be filled.
3. It is agreed that this position may be deleted, dissolved, extinguished and/or discontinued at the discretion of the Chief of the Fire Department.

#### **SECTION 11: DUTIES OF THE S.A.F.E. COORDINATOR**

The Firefighter working in this capacity shall enjoy all of the benefits afforded in this Agreement, but his duties shall differ from other Firefighters in the Firefighting units as outlined below:

1. The Firefighter/Private working in this position shall be responsible for the scheduling of fire safety classes at all preschools and elementary schools in Taunton; shall organize and assist firefighters with presentation of fire safety classes; shall write the annual S.A.F.E. Grant; and shall organize station tours for different groups when visiting stations.
2. The Firefighter/Private shall be available to speak on a variety of subjects: 911, carbon monoxide, senior fire safety, holiday fire safety, etc., to Cub Scouts, Girl Scouts, babysitting classes, senior groups and other public groups when requested.
3. Hours will be flexible according to the school year calendar. Hours will be 7:30 a.m. to 5:30 p.m. four (4) days a week unless such conditions exist which require the S.A.F.E. Coordinator to work nights and weekends in which event he may substitute days during the week for those nights and weekends. The S.A.F.E. Coordinator may work overtime on the line as long as it does not conflict with the S.A.F.E. Program schedule.

4. The S.A.F.E. Coordinator shall fall under the umbrella of staff personnel and will be entitled to the 5% staff incentive.
5. Hours will be coordinated through the Deputy Chief's Office in the same manner as Fire Prevention personnel, which is a monthly schedule. He will notify the Deputy Chief's Office of any change in his hours.
6. The S.A.F.E. Coordinator will be in dress uniform with a tie at all times.
7. This job shall be open to Privates for bid via the seniority system.

#### ARTICLE IV

##### **SECTION 1: HOURS**

(a) The regular work week for members of the Firefighting Units shall be forty-two (42) hours. The current twenty-four (24) hour shifts for members of the Firefighting Units shall be maintained. The twenty-four (24) hour shifts shall begin at 7:55 a.m.. Employees who are held over beyond the said shift starting times shall be paid for a minimum of two (2) hours at the applicable overtime rate.

(b) All Fire Prevention and Training Bureau personnel and the Communications Officer shall work a staggered four (4) day work week of 10 hours per day (7:30 a.m. to 5:30 p.m.), Monday through Friday. The S.A.F.E. Coordinator will work a flexible schedule totaling forty-two (42) hours per week.

(c) The Mechanic(s) shall also work a four (4) day work week, Monday through Friday with one (1) day off, from 7:30 a.m. to 5:30 p.m.

(d) The Communications Specialists shall work a regular work week of forty-two (42) hours consisting of the current ten (10) hour day shifts and fourteen (14) hour night shifts. The ten (10) hour day shifts shall begin at 7:55 a.m. and the fourteen (14) hour night shifts shall begin at 5:55 p.m. Employees who are held over beyond the said shift starting times shall be paid for a minimum of two (2) hours at the applicable overtime rate.

##### **SECTION 2: SUBSTITUTIONS**

Uniformed members of the Department shall be permitted to substitute or exchange time with members of equal rank and equal qualifications within the Department, provided however, that Officers may be permitted to substitute with Officers and/or Acting Officers who have been certified by Civil Service.

Spare drivers shall be allowed to substitute or exchange time with either hosemen or drivers depending on which job they are scheduled to be working in at the time of the request. Such substitutions are allowed provided that they do not cost the City any money.

Substitutions may be permitted by the Chief or the Deputy Chief on duty and shall be granted in accordance with the Department Order of December 30, 1976. If approval of substitutions is not granted, the employee shall be given the reason for disapproval upon request.

### **SECTION 3: OVERTIME**

Any Firefighter, including an Officer of rank, who is detained or required by the Chief or Officer in charge to remain on duty beyond his regular tour of duty, shall be paid for such time at the rate of one and one-half (1 1/2) times one forty-second (1/42nd) of his regular weekly wage. As of January 1<sup>st</sup> of each year, the Deputy Fire Chief shall review each department member's overtime record and shall allocate overtime as evenly as possible.

The overtime hiring procedure shall be as follows:

1. All hiring will be done on the day of the job opening; however, this will not preclude anyone from calling the Deputy's office to check on the hiring status.
2. Overtime will be kept track of by hours. When hiring, if two groups are available, the member with the least number of hours will be hired. If both numbers of hours are equal, the hiring will be based on who was last called (with the person last called being the second person called for this opportunity). If these are both equal, then hire by group listed first on the Overtime Chart.
3. Hiring hours will commence at 6:00 AM for the day shift and at 4:00 PM for the night shift and will continue until the job is filled. The member on duty will cover the job until it is filled. The Hoseman position at Central will be covered by the junior member. If a member must stay beyond 7:55 AM (day shift) or 5:55 PM (night shift) he/she will be paid for a minimum of two (2) hours at the applicable overtime rate.
4. The Deputy Chief's office will call no more than two numbers for each member in regard to hiring. The Deputy's office will be responsible for insuring that any personnel coverage is checked to insure that any individual will be notified that may affect the hiring process. A member's home phone will be called first. If the Deputy gets an answering machine, he will leave a message and proceed to the second number. The second number can be a pager number. The Deputy will be required to page the member. The member will have five (5) minutes to respond to the page or answering machine, whichever the

second number might be; if only one number is called and there is an answering machine, the Deputy must wait five minutes.

5. When deciding whether to hire for an Officer position or to move a member out of grade, it will be done on a per shift basis (10 and 14 hour shifts). A member may be moved in or out of a position at the evening change of shift. Hiring will be determined by which rank has the least number of hours. If the member being hired is on a promotional list, and a vacancy exists for the same rank position, the member being hired will fill the vacancy, provided no one on the regular group working is also on that same promotional list and currently working out of grade. This will occur regardless of their placement on the list.
6. A member will be charged with the overtime hours offered for the following reasons:
  - a. If he accepts the overtime.
  - b. If he refuses the overtime.
  - c. If he is not at home (only one number provided).
  - d. If he is on the sick board.
  - e. If he is not available (two numbers provided, no response for either).
  - f. If he is out on injury on duty leave (Ch. 41, Sec. 111F).
  - g. If he is on a leave of absence except for military leave.
7. No member will be charged with overtime hours while out on death leave for an immediate family member in accordance with Article VIII, Section 1 (a) – (d).
8. Complaints regarding hiring of overtime will be reviewed monthly by the Overtime Committee. All complaints must be in writing. Every member who has filed a complaint will be notified of the meeting so that he may address the Committee prior to the review. The Deputy or Acting Deputy who was involved in the hiring decision that is being questioned will be given the same opportunity.
9. Overtime involving Mechanics, Fire Investigators, the Training Officer, the E-911 Officer, Haz-Mat personnel or Fire Prevention personnel will be charged only for the hours worked.

10. Multiple alarms or mutual aid overtime hours will be charged. This applies to all call back time.

#### **SECTION 4: CALL-BACK PAY**

Any Firefighter, including an Officer of rank, who is called, ordered, requested, or otherwise required by the Chief or Officer in charge to report for duty during a period of time that he would normally be off duty, shall be paid for such hours (computed to the nearest half-hour) at the hourly rate of one and one-half (1 1/2) times one forty-second (1/42nd) of his regular weekly wage. Any Firefighter who reports for such duty shall receive a minimum of four hours pay at the aforementioned rate.

#### **SECTION 5: NO COMPENSATORY TIME OFF**

There shall be no compensatory time off granted to any employee who works beyond or outside of his regular hours or who is detained or required to remain on duty beyond his regular hours or who is called, ordered, requested or otherwise required to report for duty during a period of time when he would ordinarily be off-duty. Instead, any such employee shall be compensated for his extra time worked at the applicable overtime rate that is set forth in this Agreement. However, this provision shall not have any impact upon any "volunteer time" that may be contributed by any member of the bargaining unit in accordance with the present practice.

#### **SECTION 6: EXTRA DUTY**

A member of the Department shall be compensated at the rate of one and one-half (1 1/2) times one forty-second (1/42nd) of a week's pay per hour worked for working an extra shift (whether or not such shift is a day or night shift) except on the following shifts for which the member shall be compensated at the hourly rate of twice one forty-second (1/42nd) of a week's pay per hour worked: the eve of, the day of or the night of New Years Day, July 4, Labor Day, Thanksgiving and Christmas. Insofar as practicable, overtime shall be allocated on an equal basis to all permanent members of the Fire Department. The Chief or his designee shall maintain a record of all overtime and shall make such records available to representatives of Local 1391 I.A.F.F. upon request. Any member who refuses an opportunity to work an extra shift shall have the date and an indication of such refusal entered on the records maintained in connection with such work. A roster of all uniformed members of the Fire Department shall be posted in each station to reflect the current status of overtime allocated, (e.g., non-available, refusals and actual times worked). This roster shall be updated on a monthly basis. The responsibility for this shall rest with the Union, Local 1391 Officials or their designees.

#### **SECTION 7: COURT TIME**

Any member of the Fire Department who is required to appear in court relative to Department business shall be paid at the rate of time and one-half (1 1/2) times one forty-second (1/42nd) of a week's pay for a minimum of four (4) hours for all such time in court.

## ARTICLE V

### SECTION 1: VACATIONS

(a) All members shall receive full vacation benefits of twelve (12) working days after the completion of one (1) calendar year of service with the Department; after five (5) years of service, members shall receive sixteen (16) working days; after ten (10) years of service, members shall receive twenty (20) working days; after twenty (20) years of service, members shall receive twenty-four (24) working days; and after twenty-nine years of service, members shall receive twenty-eight (28) working days. Vacations shall commence immediately following a member's regular days off. The Chief of the Department shall have the authority in case of public emergency or of any unusual demand for the services of a Firefighter to prevent any member of the Fire Department from taking the vacation assigned to him, or any part of it, or any day off at a time it may come due, provided that such vacation or part thereof or days off shall in such cases be granted to him as soon as practicable, and provided that, unless otherwise ordered by the Chief of the Department, any member of the Department shall be required to take his days off within one month from the time they become due or else forfeit his rights to said days off.

(b) For the purpose of determining a member's vacation entitlement under subsection 1(a), "years of service" shall mean the member's number of years of creditable service in the contributory retirement system.

(c) Vacations shall be drawn the first Friday of November of each year according to the following schedule:

5:25 p.m....Night shift scheduled to work

6:15 p.m....Day shift on duty that day

6:45 p.m....Next shift scheduled to work

7:15 p.m....Remaining shift

(d) All sets of vacation dates shall contain at least one set of dates between June 28 and August 31; two (2) sets of vacation dates shall contain dates prior to June 28 and two sets of vacation dates shall contain dates after August 31. A minimum of five (5) vacation slots shall be made available for every week during the year. No more than one of the following major holidays shall be included in any one set of vacation slots on a member's vacation slip - New Year's Eve, Independence Day, Labor Day, Thanksgiving and Christmas.

No member shall be allowed to draw before his designated time. Members may designate other members to draw for them but not before the times as stated above. All dates drawn may be interchanged until all vacation time is used. Swapping of vacations between members shall be confined to the same group category. Changes in vacations are subject to the approval of the Chief.

(e) The vacation set of dates shall be taken in order of their sequence. Each set of dates will consist of four (4) working days; thus a member receiving twenty-eight (28) working days will utilize the seven (7) sets of dates; twenty-four (24) working days, six (6) sets of dates; twenty (20) working days, five (5) sets; sixteen (16) working days, four (4) sets; twelve (12) working days, three (3) sets. **EXCEPTION:** Members who are entitled to twelve (12) or sixteen (16) working days must take their first or last set of days and then they may have their choice of the remaining sets of days. Also, relative to the members who receive 12 or 16 working days, they are to submit their choices of dates to the Deputy Chief's office no later than the third week of November. The entire year will be utilized in the computation of vacation dates.

(f) Neither the Deputy Chief, nor the Communications Officer, nor the Mechanic, nor the S.A.F.E. Coordinator, nor any of the members who are assigned to the Fire Prevention and Training Bureaus shall be required to draw their vacations. The Communications Specialists shall participate in the vacation draw and shall be subject to the same restrictions as the other members of the Fire Department. Vacations shall follow guidelines of the contract concerning summer vacations. No two members of the Fire Prevention Bureau shall be on vacation at the same time unless approved by the Chief of the Department.

(g) Members shall be permitted to float all of their vacation days without incurring a payback requirement. An example of how this would work is as follows:

(1) MEMBERS' VACATION SCHEDULE

1 <sup>ST</sup> vacation:	Feb 3 – 11
2 <sup>nd</sup> vacation:	Apr 7 – 15
3 <sup>rd</sup> vacation:	Aug 5 – 13
4 <sup>th</sup> vacation:	Oct 8 – 16
5 <sup>th</sup> vacation:	Dec 3 – 11

The member could float vacation days from his first vacation any time prior to February 3<sup>rd</sup>. If he did not float any vacation days, then he would take the February 3<sup>rd</sup> vacation as scheduled. After the February 3<sup>rd</sup> vacation, the member could float vacation days from his second scheduled vacation any time prior to April 7<sup>th</sup>. If he did not float any such days, then he would take that vacation as scheduled. This same process would continue throughout the year.

(2) A member does not have to wait for a floated vacation to go by before floating another vacation day from a subsequent vacation week.

(3) The Chief may modify or cancel time off in the case of an emergency as determined by the Chief.

(4) There shall be no floats between June 15 and September 15 (including Independence Day and Labor Day) and on the following holidays and on the eve on such holidays: New Year's Day, Thanksgiving and Christmas.

(5) Once an entire (48 hour) vacation shift has been floated, it may be used again by someone else provided that no more than four (4) members of that shift may be on vacation at the same time. Floating vacation days can be split into ten (10) and fourteen (14) hour shifts.

(h) Upon retirement, resignation, separation for any reason, or death, a Firefighter, his wife, heirs or estate shall receive a lump-sum payment for unused vacation days earned by the Firefighter. For the purpose of computing this amount, the unused vacation days shall be one-fourth (1/4) of the Firefighter's weekly salary.

## **SECTION 2: PERSONAL DAYS**

(a) All members of the Department will, as of June 30th of each year, receive five (5) personal days as of July 1st of that fiscal year, except in the case of an emergency which shall be determined by the Chief. Personal days shall not be taken either the night before or the day or night of the following major holidays; New Year's Day, July 4th, Labor Day, Thanksgiving and Christmas. Personal days may be carried forward up to a maximum accumulation of ten (10). Upon retirement, resignation, separation for any reason, or death, any such unused personal days up to the maximum accumulation of ten (10) shall be redeemed by the employee or his estate.

(b) Any accrued personal leave days that a member had neither used nor been permitted to redeem at the time of his layoff or other separation from employment shall be restored upon his recall or other reinstatement to employment.

## **ARTICLE VI**

### **SECTION 1: UNIFORM ALLOWANCE**

The uniform allowance for officers and members of the Fire Department and the Department Mechanic shall be computed on the basis of three percent (3%) of a third year Firefighter's annual salary as set forth herein in this contract. The said uniform allowance shall be paid on the first Thursday in November of each year to each eligible person then a member of the Fire Department.

Any Firefighter appointed after the first Thursday in November shall become eligible for the uniform allowance for that year upon his appointment and shall receive said allowance within thirty (30) days thereafter. In no event shall any Firefighter receive more than one (1) uniform allowance per fiscal year.

Members shall be allowed to wear short pants while on duty between June 1 and September 30 subject to the following conditions:

- (a) The Chief, or his designee, must approve the type of short pants.
- (b) Turnout pants must be worn on all calls.

## **SECTION 2: PAID HOLIDAYS**

The following holidays shall be paid holidays for all members of the Department:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents Day	Veterans Day
Patriots Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

And any holiday declared by the City or Commonwealth Government shall be a paid contractual holiday for all members of the Fire Department.

Holiday pay shall be one-fourth (1/4) of the employee's weekly salary and shall be paid to each member covered by this Agreement, including any longevity increase to which he is entitled regardless of whether or not he performs any duties on such holidays.

## **ARTICLE VII**

### **SECTION 1: SICK LEAVE**

(a) Every member of the Fire Department shall be entitled to one and one quarter (1 1/4) days of sick leave with full pay for each month of service. There shall be no limit to the number of unused days of sick leave which a member can accumulate. Members shall be entitled to their current sick leave as it becomes earned. Any employee who is ill or injured outside of the line of duty and incapacitated thereby from performing his duties shall be automatically granted sick leave with full pay in accordance with the Ordinances of the City of Taunton, as the same may be from time to time hereafter amended; and provided that such illness or injury is supported by evidence satisfactory to the Department Chief or the Committee on Fires and Wires. Said Committee's decision shall be final. Seniority shall accumulate during such leave.

(b) Any member who has called in sick for a day shift either that morning or prior thereto will be eligible to report back for work that night provided that he gives notice of his ability to report back to work by 4:00 p.m. Any member who reports to work at the start of a work shift, but who must leave at any time after 5:30 p.m. because

of illness will be charged with sick leave for the fourteen (14) hour night portion of that shift only.

(c) Whenever a member is transferred from a line position to a staff position, his sick leave days shall be converted to hours on the basis of the following formula: 1.25 days = 15 hours. Whenever a member is transferred from a staff position to a line position or when he retires or dies, his sick leave hours shall be converted back to days on the basis of the following formula: 15 hours = 1.25 days.

(d) Any member who reports out on sick leave outside the line of duty shall submit to the Chief, Deputy Chief, or their designee, a certificate from his doctor if he has been out for more than three (3) full consecutive shifts, consisting of either ten (10) hour night shifts or any combination thereof, on which he has been scheduled to work.

(e) Members calling to report back to duty after a period of sick leave shall be required to report prior to 4:00 p.m. for the night shift and 6:45 a.m. for the day shift. In the event a member fails to comply with this provision of this Article, he shall be considered still on sick leave. Members calling back after the above times may report back to work as long as no hiring has occurred.

(f) If the Chief, Deputy Chief, or their designee wishes a doctor's certificate prior to said three (3) full consecutive shifts, consisting of either ten (10) hour day shifts or fourteen (14) hour night shifts or any combination thereof, the member shall see an independent physician for an examination and obtain said certificate which will be paid for by the Department or City.

(g) Any Firefighter who has reported in on the sick list and whose vacation is due to start shall not commence such vacation until the Firefighter reports subject for duty. In the event a member's regular days off occur during the period of his sick leave, the same shall not be deducted from his sick leave accumulation nor shall any days be deducted from a Firefighter's accumulated sick leave for any days lost due to an illness contracted or injury sustained in the line of duty.

(h) Upon his retirement, resignation or death, a Firefighter, his wife, heirs, or his estate, shall receive a lump-sum payment equivalent to seventy-five percent (75%) of his regular day's pay at the time of his retirement, resignation or death for each unused day of sick leave. For the purpose of computing this payment, a Firefighter's regular day's pay shall be one-fourth (1/4) of his regular weekly salary at the time of his retirement or death.

(i) In the case of a line-of-duty death, a Firefighter's wife, heirs or his estate shall receive a lump sum payment equivalent to 100% of the Firefighter's regular pay for each unused day of sick leave. For the purpose of this section, a line-of-duty death shall be determined by the guidelines set forth in the Federal Public Safety Officers Act.

(j) Any member may elect to receive an annuity instead of a lump-sum payment for his accumulated sick leave by delivering, at least thirty (30) days prior to the

effective date of his retirement, a notice to the City directing it to purchase with some or all of the payment for his accumulated sick leave days a single-premium annuity for the benefit of the member and/or his spouse from an insurance company or other entity designated in the notice by the employee upon such terms as may be specified in the member's notice. The implementation of this provision is subject to the following conditions:

- (1) That it is not expressly prohibited by any state or federal law; and
- (2) That there is no net increase in cost to the City.

(k) Any accrued sick leave days that a member has neither used nor been permitted to redeem at the time of his layoff or other separation from employment shall be restored upon his recall or other reinstatement to employment.

## **SECTION 2: VOLUNTARY COVERAGE**

In the event that a Firefighter has utilized all his paid sick days accrued by him and becomes ill or injured outside the line of duty and unable to work, another Firefighter may "**VOLUNTARILY**" work in his place provided, however, that the substitute is duly qualified to perform the duties of the man he is covering and that he is physically fit to perform such duties, not having worked a double shift, to be determined by the Chief or his designee.

## **SECTION 3: SICK LEAVE BANK**

In the event that a member of the bargaining unit has exhausted his sick leave and becomes unable to work because of illness or injury outside of the line of duty and the member is a participant in the Sick Leave Bank, he may use the Sick Leave Bank.

A Sick Leave Bank shall be established and administered on behalf of all members of the Fire Department voluntarily participating therein. The Sick Leave Bank shall be administered by a Committee consisting of one (1) member from the Union, the Fire Chief, and a member appointed by the Mayor. The Committee shall vote on all disputes relating to eligibility to participate in the Bank. Access shall not be unreasonably denied, and the vote of the Committee shall be final.

To be deemed eligible to participate in this Bank, a member of the Fire Department must make known to the Committee, in writing, within thirty (30) days of execution of this Agreement or thirty (30) days of his appointment to the Department, his intention to participate in the bank. Each participating member shall donate, upon entrance into the Bank, one day of his unused accumulated sick leave. If the total accumulated sick leave in the Bank should at any time fall below twenty-five (25) days, each member may be assessed one additional day.

Members must exhaust all vacation and personal days before applying under this Section.

Employees covered by this contract may, upon retirement or death, contribute up to a maximum of ten (10) unused sick leave days to the Sick Leave Bank.

Any member who has utilized days from the bank will be required to pay them back at the rate of one half of his accumulation at the end of the calendar year. Example: If the member accumulates 10 days at the end of the year and he owes the bank 10 days, then 5 days will be repaid to the bank and he will owe a balance of 5 days.

## ARTICLE VIII

### DEATH LEAVE

(a) A member shall be allowed death leave with pay upon the death of a member's spouse, contractual mate, child, brother, sister, parent, grandchild, grandparent, step-parent, step-child, step-brother or step-sister or the member's spouse's or contractual mate's parent, brother, sister, grandchild, grandparent, step-parent, step-brother or step-sister or a member of the immediate family living in the same household. Such leave shall extend from the time of death until the next twenty-four (24) hour tour of duty (or, if applicable, until the next ten (10) hour administrative tour of duty) on the second day following the funeral service, but shall not, unless special permission is granted by the Chief, exceed ninety-six (96) hours. This provision shall also be applicable upon the death of the brother-in-law, sister-in-law, son-in-law or daughter-in-law of a member or of a member's spouse.

(b) In addition, one ten (10) hour day shift of funeral leave shall be granted to those employees who attend funeral services for either their own or their spouse's or contractual mate's aunt, uncle, niece, nephew or cousin.

(c) In the event any of the relatives mentioned in the Section above resides within the employee's household, said employee shall be granted funeral leave in accordance with the provisions of Section 1 (a).

(d) If a member has to attend the funeral of any one of the persons listed in this Article, he will be allowed the night off before the actual day of the funeral if he is scheduled to work that night or, if the funeral is on a day on which the member is scheduled to work, he will be allowed the full twenty-four (24) hours of that tour off.

## ARTICLE IX

### SECTION 1: JURY LEAVE

Members shall be granted time off without loss of pay for service on any state or federal jury, including a grand jury. If a member is scheduled to work the night before he is to serve on a jury, he shall be excused from duty at 6:00 p.m. that evening with no loss

of pay. If a member is scheduled to work on a day on which he is on jury duty, he shall be excused from duty for that full twenty-four (24) hour tour with no loss of pay provided that the member must report to work at 6:00 p.m. if he is dismissed from jury duty without having been selected to serve on a jury.

## **SECTION 2: EMERGENCY LEAVE**

A member may be granted special leave with pay only in the event of an unforeseen emergency within his immediate family. When it would constitute a severe hardship to leave his family unattended, a member may be excused from a single ten (10) hour day shift or fourteen (14) hour night shift in order to make arrangements for their care, provided that notice is given to the Chief or Deputy Chief on duty.

## **ARTICLE X**

### **COMPENSATION**

#### **SECTION 1: WAGES**

During the term of this Agreement, the wages in the Taunton Fire Department shall be as set forth below:

A. As of July 1, 2005

- (1) The Firefighters of the City of Taunton shall be compensated at the following levels:

Probationary Firefighter	\$34,105.09
First Year Firefighter	\$37,249.24
Second Year Firefighter	\$37,865.16
Third Year Firefighter	\$39,790.66

- (2) The Fire Officers of the City of Taunton shall be compensated at the following levels:

Lieutenants	\$48,428.19
Captains & Mechanic	\$54,560.71
Deputy Chiefs	\$60,802.51

- (3) The Communications Specialists shall be compensated as follows:

\$30,141.13, plus 5% of a Third Year Firefighter's salary per year.

B. As of July 1, 2006

- (1) The Firefighters of the City of Taunton shall be compensated at the following levels:

Probationary Firefighter	\$35,128.24
First Year Firefighter	\$38,366.72
Second Year Firefighter	\$39,001.11
Third Year Firefighter	\$40,984.38

- (2) The Fire Officers of the City of Taunton shall be compensated at the following levels:

Lieutenants	\$49,881.04
Captains & Mechanic	\$56,197.53
Deputy Chiefs	\$62,626.59

- (3) The Communications Specialists shall be compensated as follows:

\$31,045.36, plus 5% of a Third Year Firefighter's salary per year.

- (4) On July 1, 2006, all members of the bargaining unit shall also receive a one-time signing bonus in the amount of one percent (1%) of their total annual compensation including any and all contractual augmentations that each individual member actually receives as of that date, but excluding the compensation each member receives from working extra paid details and/or overtime assignments. The signing bonus shall not be added to the base salary for the purpose of calculating future base salary increases.

C. As of July 1, 2007

- (1) The Firefighters of the City of Taunton shall be compensated at the following levels:

Probationary Firefighter	\$35,830.80
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First Year Firefighter	\$39,134.05
Second Year Firefighter	\$39,781.13
Third Year Firefighter	\$41,804.07

- (2) The Fire Officers of the City of Taunton shall be compensated at the following levels:

Lieutenants	\$50,878.66
Captains & Mechanic	\$57,321.48
Deputy Chiefs	\$63,879.12

- (3) The Communications Specialists shall be compensated as follows:

\$31,666.27, plus 5% of a Third Year Firefighter's salary per year.

D. As of January 1, 2008

- (1) The Firefighters of the City of Taunton shall be compensated at the following levels:

Probationary Firefighter	\$36,547.42
First Year Firefighter	\$39,916.73
Second Year Firefighter	\$40,576.68
Third Year Firefighter	\$42,640.15

- (2) The Fire Officers of the City of Taunton shall be compensated at the following levels:

Lieutenants	\$51,896.23
Captains & Mechanic	\$58,467.91
Deputy Chiefs	\$65,156.70

- (3) The Communications Specialists shall be compensated as follows:

\$32,299.60, plus 5% of a Third Year Firefighter's salary per year.

## SECTION 2: ADDITIONAL WAGE PROVISIONS

Throughout the term of this Agreement, the following additional wage provisions shall be in effect:

- A. Members who are assigned to Fire Prevention, Training or Dispatching and Communications (except for the Communications Specialists) and the S.A.F.E. Coordinator shall be compensated in accordance with the following schedule:

Firefighters – Base salary plus 5% of a Third Year Firefighter's salary per year

Lieutenants – Base salary plus 5% of a Third Year Firefighter's salary per year

Captains – Base salary plus 5% of a Third Year Firefighter's salary per year

- B. Entry level firefighter/911 call takers who are qualified to work on the switchboard may work overtime on the switchboard after six (6) months on the job.

## SECTION 3: LONGEVITY

The longevity payments in the following amounts will be granted to any member of the Fire Department who attains the number of years of creditable service in the contributory retirement system set forth below. The following percentages shall be computed on a third year Firefighter's base salary.

5 Years	2.2%
10 Years	2.8%
15 Years	3.4%
20 Years	4.0%
25 Years	5.6%
29 Years	6.2%

Such longevity payments set forth above shall be in addition to the regular salary paid to the members of the Fire Department.

**SECTION 4: PRIVATE'S APPARATUS MAINTENANCE AND STATION CARE ALLOWANCE**

Every Firefighter holding the rank of Private and every entry level Firefighter/Communications Specialist will receive payment of 2.50% of a third year Firefighter's base annual salary. Said sum to be paid on the first pay day of each month in equal installments. (Said sum not to be added to base pay). If a Private works out of grade as an acting Lieutenant for ten (10) tours within the previous month, he will not be entitled to the allowance for that month.

**SECTION 5: NIGHT DIFFERENTIAL**

Members of the Fire Department working the night shift shall receive an additional two (2%) percent of a 3rd year Firefighter's base pay. This amount shall be added to base pay.

**SECTION 6: HAZARDOUS DUTY PAY**

Each member of the Fire Department except for the Communications Specialists shall receive, because of the extremely hazardous nature of his profession, a sum equal to four and one-half (4½%) percent of a third year Firefighter's base pay which shall be included in his regular weekly pay check and it shall be included in his base pay for all purposes including overtime and retirement.

**SECTION 7: HAZARDOUS MATERIAL (HAZMAT) PAY**

Because of the risks of exposure to hazardous materials that are inherent in the firefighting profession, each member of the bargaining unit, including the Communications Specialists, shall receive a HAZMAT premium in the following amounts as of the following dates:

July 1, 2005	1%
January 1, 2006	2%
January 1, 2007	3%

The foregoing percentages are the aggregate total of the HAZMAT premiums that will be paid as of the dates indicated and are not intended to be added to the previously listed amounts. In other words, the first 1% HAZMAT premium that is to take effect as of July 1, 2005 is to be increased by 1% to a total of 2% as of January 1, 2006 and that amount is to be increased by an additional 1% to a total of 3% as of January 1, 2007. The HAZMAT premium shall be applied to the base salary of each member's rank or position, it shall be included in each member's regular weekly paycheck and it shall be included in his base pay for all purposes including overtime and retirement.

## **SECTION 8: WEEKLY PAY**

All members of the bargaining unit shall be paid on a weekly basis with the checks being cut and distributed each and every week subject to the understanding that the City shall not be held responsible for any disruption or delay in the distribution of payroll checks that is due to automation problems.

The payday may be changed from Thursday to Friday at the option of the City provided that all other Unions in the City agree and provided that the City has the necessary technology to institute the direct deposit system that is hereinafter described. In the event that the City exercises this option, it shall simultaneously implement a system for the direct deposit of members' pay checks into the bank or financial institution of their choice.

## **SECTION 9: DEFERRED COMPENSATION PLAN**

The Deferred Compensation Plan shall be modified so as to permit each member to designate whatever financial institution he wishes to invest the funds in his optional retirement account in subject to the requirement that at least six (6) members of the bargaining unit must designate a particular financial institution for this purpose in order for it to be utilized.

## **SECTION 10: DEPARTMENT MECHANIC**

The Department Mechanic shall receive an annual tool allowance in the amount of one thousand dollars (\$1,000).

## **ARTICLE XI**

### **SENIORITY CONDITIONS**

- (a) Seniority to be in effect to pertain to jobs only.
- (b) Seniority to be determined from the date of permanent appointment in rank according to Civil Service list.
- (c) Seniority shall not discriminate against any Union member because of race, creed, color or gender.
- (d) Any vacancy that occurs due to retirement, promotion or increased manning, shall be filled thirty (30) days after such vacancy occurs, by a permanent member of the Department, through the bidding system.
- (e) The Chief of the Department shall post in every station the above mentioned vacancy, to be bid on by qualified personnel only. Any dispute as to who is the senior qualified man shall be brought before the Committee on Fires and Wires for

final determination, such Committee's decision shall be final in all disputes. This notice shall be posted no later than twenty-four (24) hours after said vacancy occurs (excluding holidays and weekends). No member shall bid on any vacancy unless he is qualified as of the date of the posting of said notice. No bid shall be accepted by the Chief after the twenty-first (21st) day after the vacancy was posted. At the expiration of thirty (30) days, the Chief shall fill said vacancy with the senior qualified man who has submitted a bid for said vacancy. In the event no bids are received, the Chief may fill said vacancy with a junior Hoseman.

The Chief or Deputy Chief has the right to move any man on a temporary basis for the purpose of coverage due to illness, injury, vacations, retirement, or death until such time as the absent member returns or is replaced through the bidding system and/or hiring from a Civil Service list, provided however, that there is no qualified Hoseman available from the Central Station to take the place of the absent member.

## **ARTICLE XII**

### **GRIEVANCE PROCEDURE**

Alleged grievances of the members of the Fire Department in respect to wages, rates of pay, or other terms and conditions of employment arising under this Agreement or in connection with the interpretation thereof, shall be handled in accordance with the following grievance procedure as appears in the Local Union's Constitution and By-Laws.

**STEP 1:** The Union shall submit any grievances to the Chief of the Department within a ninety (90) day time period. After the Union submits a grievance to the Chief of the Department, he has three (3) days (exclusive of Saturdays, Sundays and holidays) to meet with the Grievance Committee to discuss the grievance and he shall answer the grievance, in writing, within twenty-four (24) hours after said meeting ends.

The ninety (90) day time period in the above paragraph shall NOT apply to grievances which apply to CHAPTER 41, Section 111F (Line of Duty Injury).

**STEP 2:** If the grievance is not resolved in Step 1, the Grievance Committee may refer same to the Mayor or his designee and the Municipal Council Committee on Fires and Wires. Within five (5) days (exclusive of Saturdays, Sundays and holidays), the Mayor or his designee, and the Committee on Fires and Wires shall meet with the Grievance Committee to discuss such grievance and will answer the grievance in writing, within twenty-four (24) hours after the meeting ends.

**STEP 3:** If the grievance is not adjusted satisfactorily in Step 2, it may thereafter be submitted within thirty (30) days to the American Arbitration Association for arbitration in accordance with its rules. The parties hereto shall share equally in the cost of the arbitration proceedings.

**STEP 4:** All grievances shall be presented in writing through the steps of the grievance and arbitration procedure and shall state in reasonable detail the nature of the grievance and the remedy requested. The dispute, as stated in the request for arbitration, shall constitute the sole entire subject matter to be heard by the Arbitrator, unless the parties agree to modify the scope of the hearing. The award of the Arbitrator shall be final and binding upon the parties covered in this Agreement.

An employee who is dismissed, suspended or otherwise disciplined by any other form of adverse personnel action which is within the jurisdiction of the Massachusetts Civil Service Commission may not simultaneously challenge such action before both the Civil Service Commission and the American Arbitration Association. Therefore, the referral of a grievance protesting any such action to the American Arbitration Association may not be processed unless the affected employee submits a written waiver of his right to protest any such action before the Civil Service Commission pursuant to Chapter 31 of the General Laws of Massachusetts and the submission of a formal complaint against any such action by the affected employee to the Civil Service Commission pursuant to the said Chapter 31 shall constitute a waiver of the employee's right to have the Union process a parallel grievance on his behalf before the American Arbitration Association protesting the same action.

Any of the time limits set forth in this Article may be modified in any case by mutual agreement of the parties.

### **ARTICLE XIII**

#### **SECTION 1: PAID DETAILS**

(a) All Employees covered by this Agreement who are required to report for a private detail shall be permitted at least a minimum of four (4) hours pay at the rate of \$29.46 per hour and time and one-half after eight (8) hours, and one (\$1.00) dollar per hour additional where liquor is served. The paid detail rate shall be \$30.46 between midnight and 8:00 a.m. Employees required to report for a private detail on holidays and evenings after 5:00 p.m. preceding a holiday shall be paid at the rate of time and one-half the normal rate of pay; a holiday includes all recognized holidays in this contract.

(b) The Chief or his designee shall distribute extra paid details as evenly as possible, and maintain a record of all such assignments, which may be examined at any time by a Representative of Local 1391, IAFF.

(c) No member may accept any extra paid detail unless assignment is made by the Chief or his designee.

(d) The pumping out of cellars in privately owned structures shall be regarded as the work of extra paid details for which off-duty members are to be hired at the rate of \$29.46 per hour and time and one-half such rate after eight (8) hours. The rate for

pumping out cellars shall be \$30.46 between midnight and 8:00 a.m. Cellars may be pumped by on-duty personnel when deemed an emergency by the Chief.

(e) All private details and any fire protection details deemed necessary by the Chief or required by law to ensure the safety of the public shall be filled as paid details. Any detail requiring deployment of apparatus for fire protection/suppression objectives shall have deployed apparatus in addition to the in-service apparatus identified in ARTICLE XXIII, SEC. 1 and such detail deployed apparatus shall not be deemed in-service apparatus.

The provisions of this section (e) shall not apply to municipal events of the City of Taunton.

## **SECTION 2: REVOLVING FUND**

- A. The following basic principles for the payment for the paid details that are encompassed by this Article are mutually recognized by the parties:
1. The employees who perform such details are entitled to the certain and reasonably prompt payment for all paid details to which they are assigned pursuant to this Article.
  2. The employees who provide such paid details are acting as employees of the City while on such details and the City is primarily responsible for the payment of their paid detail earnings.
  3. Because of the practice of billing third parties for most such details, some delay in the receipt of compensation for performing such paid detail work is unavoidable.
- B. In order to conform to these basic principles, the following procedures are hereby agreed upon:
1. The City shall establish a Revolving Fund in accordance with G.L. c. 44 §53C for the purpose of providing a vehicle for the certain and reasonably prompt payment of the earnings for paid details to the employees who perform them.
  2. The City initially appropriated the sum of \$5,000 as an initial deposit to the Revolving Fund for Fiscal Year 1993 and it shall replenish that amount whenever necessary to insure that there are always sufficient funds in the Revolving Fund to compensate the employees who perform such paid details in accordance with this Article.
  3. The City and/or the Fire Department shall establish appropriate billing and collection procedures to insure that the persons or

parties on whose behalf such paid details are provided pay for such services promptly including the administrative fee that is authorized by G.L. c. 44 §53C.

4. The employees who perform such paid details shall be paid out of the Revolving Fund within fifteen (15) week days after the City's receipt of the payment for their paid detail services from the third party on whose behalf such services were provided.
5. However, in the event that there is a delay in the City's receipt of the payment for such paid details, the City guarantees that each member of the bargaining unit shall be paid in full for all of his work on such paid details within a maximum of four (4) weeks after the work has been performed.

#### ARTICLE XIV

##### **SECTION 1: LEAVE OF ABSENCE - UNION BUSINESS**

Union Officers consisting of the President, the Secretary and the Treasurer of Local 1391, shall be allowed reasonable time off to conduct business of the Union, subject to approval of the Committee on Fire and Wires, which approval may be granted by telephone.

##### **SECTION 2: CONVENTION ATTENDANCE**

(a) Three (3) members shall be excused from duty without loss of pay or benefits for four (4) consecutive ten (10) hour day shifts or fourteen (14) hour night shifts or any combination thereof on which they are scheduled to work for attendance at the convention of the International Association of Firefighters, AFL-CIO. Any such members who work an administrative staff schedule of four (4) ten (10) hour days shall be excused from duty without loss of pay or benefits for four (4) consecutive ten (10) hour days for attendance at the said convention.

(b) Four (4) members of the bargaining unit who are elected to attend the bi-annual convention of the Professional Firefighters of Massachusetts held within the Commonwealth shall be excused from duty without loss of pay or benefits for four (4) consecutive ten (10) hour day shifts or fourteen (14) hour night shifts or any combination thereof on which they are scheduled to work. Any such members who work an administrative staff schedule of four (4) ten (10) hour days shall be excused from duty without loss of pay or benefits for four (4) consecutive ten (10) hour days for attendance at the said convention. An additional four (4) members of the bargaining unit who are elected or appointed by the Union shall be excused from duty without loss of pay for one (1) full twenty-four (24) hour tour of duty on the day on which the elections are held if scheduled to work that day or, if not scheduled to work that day, they shall receive the immediately preceding fourteen (14) hour night shift off without loss of pay or benefits if

scheduled to work the night before the day on which the elections are held. If any of the additional four (4) members work an administrative staff schedule of four (4) ten (10) hour days, they shall be excused from duty without loss of pay or benefits if scheduled to work on the day on which the elections are held.

(c) Attendance of on-duty personnel at meetings of Local 1391 of the International Association of Firefighters shall be limited to the President, Secretary and Treasurer, or elected delegates limited to three (3). Attendance of on-duty personnel at meetings of the State Association of Firefighters shall be limited to the President, Secretary and Treasurer, or elected delegates limited to three (3). Because of the distance traveled and the length of these meetings, the delegates attending will be granted the entire day or night shift off. The size and composition of the delegation may be increased or varied with the approval of the Mayor.

(d) In order to enable them to properly perform the duties and responsibilities of their respective offices, the President of Local 1391 shall be entitled to 84 hours of time off for Union Business each year to be taken in 10 and 14 hour segments and the Secretary and Treasurer of Local 1391 shall each be entitled to 42 hours of time off each year for Union Business to be taken in 10 and 14 hour segments, such time for Union Business to be taken at any time during the year.

(e) There shall be one Labor-Management meeting each calendar quarter (i.e. four meetings per year) at which representatives of the City and the Union shall discuss and attempt to resolve all outstanding issues.

### **SECTION 3: MILITARY LEAVE**

Leave for military service shall be subject to United States Statutes, the Laws of the Commonwealth and the City Ordinances applicable to military service as the same may be amended from time to time hereafter. However, the number of dates charged to a member for annual training shall constitute only the number of dates that the member would actually have worked on his assigned group. The remainder of the days, up to the seventeen (17) days allowed, shall be used for the purpose of attending unit training assemblies. Time off shall be granted to all members to attend any day drills.

### **SECTION 4: PERIOD FOR LEAVES OF ABSENCE**

Leaves of absence without pay for a limited period, not to exceed three (3) months, shall be granted. Such leaves may be extended or renewed but not so that the total period of the leaves exceeds one (1) year.

Any period of time that is extended for a leave of absence without pay under this Article shall not be included in computing a Firefighter's seniority or longevity.

## **SECTION 5: MONTHLY MEETINGS - FIRE PREVENTION BUREAU**

(a) All Fire Inspectors shall be allowed to attend the monthly meetings of the Mass. Fire Prevention Association during their regular working hours, as long as one Inspector is on duty in the Fire Prevention Bureau.

(b) All Fire Inspectors shall be allowed to attend yearly seminars conducted by the Mass. Fire Prevention Association held in Massachusetts. The financial cost to attend the seminar shall be paid by the City of Taunton at the discretion of the Chief.

(c) If required by the Chief, all members shall be allowed to attend any instructional class or classes which pertain to their duties during regular working hours. If the instructional classes are conducted during non-working hours, the member or members attending shall be compensated at the rate of one and one half (1 1/2) times one forty-second (1/42nd) of a week's pay.

## **SECTION 6: MATERNITY LEAVE**

Any female firefighter who is pregnant shall be placed on sick leave for any portion of her pregnancy or post-delivery period during which her doctor certifies that she is physically disabled from performing the duties of a firefighter in the Taunton Fire Department. In addition, any such female firefighter may, at her option, take up to eight (8) weeks of unpaid maternity leave without any loss in seniority rights or accumulation; however, any such employee may, at her sole option, take up to these eight (8) weeks of time as paid maternity leave out of any accrued sick, vacation or personal time that she has accumulated. Any such firefighter who wishes to extend her leave beyond any such period of physical disability and/or beyond the eight (8) week period that is referred to in the preceding sentence shall be granted such leave for up to one year following the completion of her period of disability and maternity leave. However, during such additional leave period, she shall be treated for all purposes as if she were on an unpaid leave of absence under this article.

## **ARTICLE XV**

### **SECTION 1: DEPARTMENT PHYSICIAN**

The Committee on Fires and Wires may designate the appointment of a Department Physician.

### **SECTION 2: DISABILITY LEAVE**

(a) In the event of absence due to illness or injury in the line of duty, the normal weekly pay for the ill or injured member of the firefighting unit shall be maintained for the duration of such illness or injury.

(b) The Department Physician shall examine all personnel absent from duty for more than three (3) full consecutive ten (10) hour day shifts or fourteen (14) hour

night shifts or any combination thereof on which they are scheduled to work (or for more than three (3) consecutive full ten (10) hour days if assigned to an administrative staff schedule) due to injury or illness and shall forward a report to the Chief of the Department of the nature of illness or injury and the probable period of disability. It shall be the right of the Chief of the Department to cause a medical examination of personnel absent from duty every thirty (30) calendar days thereafter.

(c) In the case of extended leave, the Physician shall periodically examine the absent member and report his fitness for duty. The report shall be recognized unless substantial evidence as to fitness for regular duty can be presented to the contrary, through the Department Physician to the Chief.

(d) Emergency treatment must be provided by the person in charge at the scene of the fire or other emergency.

(e) The City of Taunton shall continue to credit bargaining unit members in injured-on-duty status with accrual of sick leave benefits during the period in which a member is in injured-on-duty status. The City of Taunton shall credit bargaining unit members in injured-on-duty status with accrual of vacation benefits up to a maximum of what the member could have earned in one year if not injured; however, in no case shall bargaining unit employees receive more than fifty-two (52) weeks' pay in a calendar year, including vacation benefits for those employees returning to work. Upon his retirement, a member who has been on injured-on-duty status will be paid for all unused vacation time that he has accrued up to a maximum of two (2) full years of such vacation leave.

(f) Any permanent member of the Fire Department who is involuntarily retired because of injury or disability and who is subsequently reinstated shall have all rights and entitlements he would have attained had no interruption of service occurred.

### **SECTION 3: HEPATITIS B VACCINATIONS**

The City, in accordance with proper medical practice as determined by the City Physician, shall make Hepatitis B vaccinations available without cost for all members of the bargaining unit who are not already so vaccinated.

The City will provide tests for all current employees and any new employees for the HIV and Hepatitis B virus or viruses when suspected exposure to said virus or viruses occurs. The City will provide counseling services prior to the commencement of such tests. All employees shall file a copy of the Exposure Report with the Chief within twenty-four (24) hours after any suspected contact. Said Exposure Report shall become part of the employee's file. The City shall also provide required tests thereafter for both viruses. Should an employee, upon retest, be diagnosed as being infected with either or both of such viruses, such infections shall be presumed to have been incurred in the line of duty. Failure of an employee to participate in any phase of this testing program shall preclude that employee from asserting a presumption of City liability for such an infection.

**ARTICLE XVI**

**BLUE CROSS/BLUE SHIELD COVERAGE**

1. The City began to provide Blue Cross/Blue Shield health insurance benefits to eligible employees through the Massachusetts Interlocal Insurance Association ("MIIA") Health Benefits Trust effective October 1, 2004. Said health insurance benefits shall be provided at the following contribution rates:

**HMO Policy (HMO Blue New England)**

Existing employees (as of June 1, 2004 and enrolled in a city health plan as of June 1, 2004)	City	77%
	Employee	23%
New hires (hired after June 1, 2004)	City	75%
	Employee	25%

**Indemnity Plan (Blue Care Elect PPO)**

All employees	City	75%
	Employee	25%

2. The City shall continue to provide its employees life insurance coverage on the same terms as at present at the contribution rate of 75% for the City and 25% for the employees.

3. The City Treasurer shall deduct the employees' share for health and life insurance premiums on a weekly basis. The employees' share of the premiums shall be paid on a pre-tax basis pursuant to the City's adoption of a so-called "Cafeteria Plan" for this purpose.

4. In the event that MIIA or the third party administrator acting pursuant to its Health Benefits Trust Agreement with the City of Taunton proposes a change in the level of benefits provided or increases employee co-payments, the City shall immediately notify the Union and the parties shall bargain over the proposed change(s). In the event that the proposed change(s) is implemented, the City shall bargain with the Union over the impact of the change(s).

**ARTICLE XVII**

**PENSION PROVISIONS**

The present pension and retirement plans in accordance with the statutes, as amended and in effect in the City of Taunton, shall be applicable to all members of the Department.

**ARTICLE XVIII**

**RIGHTS AND PRIVILEGES**

All other job benefits enjoyed by the Employees which are not specifically provided for or abridged in this Agreement, are hereby protected by this Agreement.

**ARTICLE XIX**

**BARGAINING UNIT WORK**

Firefighter duties will not be performed by non-members of the Firefighting Units; provided, however, that if the Department Chief or Officer in Command declares an emergency and if all bargaining unit members have been given an opportunity to respond, and if, in the opinion of the Chief or the Officer in Command, there remains insufficient manpower to cope with the emergency, non-members of the Firefighting units may perform Firefighting duties.

Departmental apparatus shall not be used by non-members of the Firefighting units.

**ARTICLE XX**

**SECTION 1: BULLETIN BOARDS**

The City will provide bulletin board space on the same floor as and adjacent to members' living quarters for the posting of Association notices.

**SECTION 2: UNION OFFICE**

The City shall allow Local 1391 to maintain a Union office at the Central Fire Station.

**ARTICLE XXI**

**EMPLOYMENT QUALIFICATIONS**

To the extent permitted by Law, the City of Taunton shall require a high school diploma or a Massachusetts equivalency certificate as a condition for a person's seeking of a position as a member of the Firefighting unit.

## ARTICLE XXII

### FIREFIGHTING LIBRARY

The City shall establish, equip and maintain a library of literature regarding a Firefighter's training and responsibilities. There shall be an annual appropriation of one thousand dollars (\$1,000) for the equipage and maintenance of the Library. The City shall establish and maintain a petty cash amount of one hundred dollars (\$100), to be replenished continuously to the maximum expenditure of the above noted appropriation, to allow the expedited maintenance of the library content.

## ARTICLE XXIII

### PIECE MANNING

(a) Any Engine Company in service will have a minimum of three (3) men excepting Engine 2 and Engine 1 at Central Station.

Engine 1 will have:

- (1) A Driver, Officer and two (2) Hosemen from April 1<sup>st</sup> through November 30<sup>th</sup>.
- (2) Except as provided below, a Driver, Officer and four (4) Hosemen from December 1<sup>st</sup> through March 31<sup>st</sup>:
  - (a) From the date upon which the funding for this Agreement is approved until March 31, 2006, Engine 1 will have a Driver, Officer and two (2) Hosemen.
  - (b) From December 1, 2006 through March 31, 2007, Engine 1 will have a Driver, Officer and three (3) Hosemen.
  - (c) Thereafter, beginning on December 1, 2007, Engine 1 will revert to its contractual winter manning (i.e. from December 1 to March 31) of a Driver, Officer and four (4) Hosemen.
- (3) Whenever there are more back end men than are contractually required on duty on Engine 1, they shall be assigned to outlying stations.

(b) Any Ladder Company in service will have a driver assigned. The current Ladder 2 will also have a Tillerman assigned. It is further agreed that Ladder 2 and/or its replacement will always have at least two (2) members of the Fire Suppression Force assigned to it at all times.

(c) The City may reopen at its request.

(d) If any apparatus is taken out of service for any reason, to the extent that there are any vacancies in that station, the members assigned to that apparatus shall, in the order of their seniority, have the option of being assigned to fill such vacancies in that station until their regular apparatus is back in service.

## **ARTICLE XXIV**

### **MUTUAL AID**

#### **SECTION 1:**

When an out of town apparatus is covering a Taunton fire station, the Deputy Chief on duty will be responsible for providing a Chaperon for each piece of apparatus with call back personnel. Should any apparatus be placed out of service for a particular shift and should the need arise to request Mutual Aid, a recall of the department personnel will be instituted in order to place said apparatus back on line. Such a recall can take place either before Mutual Aid is called or simultaneously.

#### **SECTION 2:**

If Mutual Aid is sent to another community while any Taunton fire apparatus is out of service, the City will call in an equivalent number of off-duty personnel to replace those who have been sent out on Mutual Aid.

#### **SECTION 3:**

The policy for recalling personnel shall be enforced as agreed to by the Chief and the Union.

## **ARTICLE XXV**

### **COMPENSATION FOR ACADEMIC CREDITS**

There is hereby established a career incentive program offering base salary increases to regular full time members of the Taunton Fire Department as a reward for furthering their education in the Field of Fire Science.

All members who hold an Associate's Degree in Fire Science may receive a Bachelor's Degree in Political Science, Public Administration, or any field related to the Fire Service. This same provision shall apply equally for a Master's Degree, a Doctorate or a Ph.D..

Firefighter career incentive base salary increases shall be predicated on the accumulation of credits earned in accordance with the following schedule which shall be applicable to all members of the bargaining unit irrespective of when they were appointed to the Fire Department or when they earned such credits:

10 – 24 credits	3%
25 - 39 credits	6%
40 – 59 credits	10%
60 Credits or Associate's Degree	15%
120 credits or Bachelor's Degree	20%
150 credits or Master's Degree	30%
Doctorate or Ph.D.	40%

The City shall reimburse all members of the Fire Department who attend such courses for the expenses which they may incur in the purchase of textbooks and for the registration fee required for such courses.

Those members who qualify for this compensation will receive it in their weekly pay. They will receive it computed into their base pay and any other compensation will be computed on the higher base pay.

Members completing their course requirements will begin receiving their payments in their weekly pay as provided for above on the date they provide transcripts to the Chief's Office.

## ARTICLE XXVI

### MASS DECONTAMINATION UNIT (MDU)

1. **EXCLUSIVE JURISDICTION.** The training for the set-up and the operation of the Mass Decontamination Unit (hereinafter referred to as the MDU) will be exclusively a Fire Department responsibility. However, whenever the MDU is operational, the Police Department shall provide perimeter control and similar functions and the Taunton Emergency Management Agency shall provide such essential support services as lighting, power and communication.
2. **75% QUALIFICATION REQUIREMENT.** The MDU will not be deemed to be ready for operation until at least 75% of the members of each of the four (4) groups in the Fire Department have had at least one four (4) hour classroom training session while they were on duty and one four (4) hour field training session in the set up and operation of the MDU while they are scheduled to be on duty. This provision is subject to the understanding that members of the bargaining unit are expected to attend their assigned on-duty and off-duty training sessions unless they are excused for good cause such as sick leave, scheduled personal or vacation days, bereavement leave, jury leave and emergency personal leave. Non-emergency personal leave days and floating vacation days shall not be taken on days when members are assigned to attend MDU training sessions provided that reasonable advance notice of the training assignment has been given.
3. **TRAINING.** The training for the set up and operation of the MDU shall consist of the following:
  - (a) There shall be two four (4) hour sessions of off-duty field training per year which shall be scheduled at various times so that the members receive field training during both the day-time and the night-time hours and under cold weather and hot weather conditions. The time spent in field training shall be compensated at the overtime rate of time and one-half for a minimum of four (4) hours per each session. The field training overtime shall be calculated in the same way as all other overtime is calculated.
  - (b) The City agrees to diligently seek out and apply for grant money for the MDU from the appropriate federal, state and private agencies. If any such grant money is received, it will be placed in a separate line item in the Fire Department's budget or in a segregated account to be used exclusively for the training and operation of the MDU and to compensate those members of the bargaining unit who become qualified to work on the MDU.
4. **STAFFING FOR SET-UP AND OPERATION.** Whenever the services of the MDU are required, there shall be no fewer than seven (7) members of the bargaining unit assigned to setting up the MDU so that it is operational and no fewer than twelve (12) members of the bargaining unit (which figure shall include the seven (7) members who set up the unit) shall be assigned to the actual operation of the MDU.

5. **INCIDENT COMMANDER.** The Incident Commander for the operation of the MDU shall be the on-duty Deputy Chief who shall not be included in the foregoing complements of seven (7) and twelve (12) members who are to be assigned to the set up and operation of the MDU.

6. **CALL-IN PROTOCOL.** A protocol for calling in off-duty members when the MDU is in operation shall be developed by the Fire Chief and the Deputy Chiefs who shall seek input on the subject from the Department's Training Officer and the President of the Union or his designee. Once it has been developed, the call-in protocol shall be attached to this Agreement.

7. **DISABILITY PRESUMPTION.** In recognition of the fact that members of the bargaining unit may be exposed to chemical, biological, toxic and/or other substances of unknown effect and to members of the public with unknown medical conditions as a result of their participation in the operation of the MDU, it is agreed that any member of the bargaining unit who becomes incapacitated by any condition that is directly or indirectly related to any condition for which he worked on the MDU, either during or after an incident for which the Unit was utilized, shall be presumed to have incurred that condition in the line of duty and he shall therefore be fully covered by Section 111F of Chapter 41 throughout the period of his incapacity and by the disability retirement provisions of Chapter 32 should he be required to retire as a result of said condition.

8. **INDEMNIFICATION.** The City agrees both to defend and to fully indemnify all members of the bargaining unit against any and all claims or lawsuits that may arise out of their participation in the setting up and/or operation of the MDU.

9. **COMPENSATION.**

- (a) Those members who are actually assigned to work on the operation of the MDU will be paid a premium of 5% of their total regular compensation (including base salary, hazardous duty pay, station maintenance pay, longevity, educational pay, defibrillator pay, EMT pay, etc.) for each hour or portion thereof spent on the operation of the MDU.
- (b) The City recognizes that the operation of the MDU requires additional training and duties beyond that which the members of the City's Fire Department are currently required to participate in or to perform. But given the need for speedy action to make the MDU operational as soon as possible and in light of the current financial situation, the City and the Union agree to defer consideration of additional compensation for the added duties and responsibilities associated with the MDU until future contract or other negotiations between the parties.

## ARTICLE XXVII

### TRAINING OPPORTUNITIES

Members of the Firefighting units shall be given an equal opportunity to train and shall be allowed to utilize departmental equipment for this purpose subject to reasonable discretion.

If any member of the Department who has passed the required Civil Service Promotional Exam for the rank of Lieutenant, Captain or Deputy Chief and who is certified by Civil Service to work in the capacity of the higher rank finds himself in a position whereby his out of grade training opportunities are limited due to an unequal distribution of eligible candidates among the four working shifts, the member(s) shall have the option of a voluntary lateral transfer with the permission of the Department Chief and the Fires and Wires Committee.

The term "voluntary lateral transfer" shall mean that a member may swap his working group with a member of another group provided that both members are assigned to the same jobs and have equal qualifications. This swap shall be voluntary by both members involved. If a vacancy exists as a Hoseman at the Central Station, a member may request a lateral transfer to fill said vacancy.

Upon the approval of the Chief or his designee:

1. A member may be granted up to five (5) days of paid administrative leave per year to attend authorized training sessions, conferences, seminars, workshops and similar activities.
2. At least two members of the Fire Department shall be sent to the National Fire Academy in Emmitsburgh, Maryland each year. All travel, lodging, meals, registration and other reasonable and necessary expenses of the members so selected shall be paid for or be reimbursed by the City. The members selected shall be paid their regular salaries while attending the National Fire Academy.

## ARTICLE XXVIII

### EMERGENCY MEDICAL TECHNICIAN TRAINING

The City will pay for any costs associated with employee re-certification training and maintenance of EMT certification for those members already certified.

Any member on duty during the scheduled hours of an EMT re-certification training and maintenance of EMT certification shall be excused from said duty with pay.

Any member not on duty during the scheduled hours of an EMT course will not be paid for such time.

Any member of the bargaining unit who is certified in the use of a semi-automatic defibrillator shall receive an annual stipend each year in the amount of one percent (1%) of the base salary for his rank (i.e. Communications Specialist, Firefighter, Lieutenant, Captain or Deputy Chief) except as indicated in the next sentence. The one percent (1%) stipend shall be computed on the basis of the Third Year Firefighter's salary for all employees in the rank of Communications Specialist or Firefighter irrespective of how long they have been employed in the Fire Department. The defibrillator stipend shall be payable on a weekly basis in the eligible employees' regular weekly pay checks.

Members of the bargaining unit who are certified as EMTs shall receive additional compensation in accordance with the following schedule:

EMT	2%
EMT-I	4%
EMT-P	6%

The foregoing percentages shall be applied to the base salary of each member's rank (i.e. Communications Specialist, Firefighter, Lieutenant, Captain or Deputy Chief) except as provided in the next sentence. For those employees in the rank of Communications Specialist or Firefighter, the EMT stipends shall be computed on the basis of the Third Year Firefighter's salary irrespective of how long they have been employed in the Fire Department. The EMT payments shall be paid on a weekly basis in each eligible employee's regular weekly pay checks.

## ARTICLE XXIX

### WORKING OUT OF GRADE

#### **SECTION 1: WORKING OUT OF GRADE**

When a member of the Firefighting unit works in a grade or classification carrying a rate of pay higher than his normal grade or classification, he shall be compensated for all time spent by him in the higher-rated grade or classification according to the following schedule:

(a) If a member works a full ten (10) hour day shift or a full fourteen (14) hour night shift, he shall be paid the full differential between the rate of his normal grade or classification and that of the higher-rated grade or classification for the shift, that is, the differential based on weekly pay.

(b) If a member works less than a full ten (10) hour day shift or less than a full fourteen (14) hour night shift, he shall be paid two-sevenths (2/7ths) of the weekly differential between the rate of his normal grade or classification and that of the higher-rated grade or classification for that portion of the shift worked in the higher-grade or classification. A member who has worked a full ten (10) hour day shift or a full fourteen (14) hour night shift and who is hired to work extra out of grade or an additional day or night shift shall be compensated at the rate of one and one-half times that paid for the grade worked; however, in no event shall he be paid at a rate greater than that of the grade filled.

(c) Any member becoming ill or injured in the line of duty while working in a higher grade shall be compensated at the rate established for such higher grade for the duration of his absence from the job because of such illness or injury.

(d) Out of grade work shall be assigned based upon the employee's relative order of placement on the most recent Civil Service list for the position in question until the next such list is established which shall then be used as the basis for assigning out of grade work.

## **SECTION 2: COVERAGE OF CHIEF'S POSITION**

The Chief's position shall be covered by the top name on the Civil Service eligible list (or by the senior Deputy Chief in the absence of such a list) whenever the Chief is absent for two (2) or more consecutive days for vacation, sick leave, Departmental business outside City limits or any other time the Chief deems necessary. But no coverage will be required for days off, personal days and any single day meetings or appointments outside City limits.

## **SECTION 3: COVERAGE OF SHIFT CAPTAIN'S POSITION**

The Senior Lieutenant who covers the Shift Captain's position in his absence shall remain at the Station to which he has already been assigned as a Lieutenant for that shift.

## **ARTICLE XXX**

### **SECTION 1: STATION FACILITIES**

At the start of each fiscal year, the City will provide each Fire Station with six hundred dollars (\$600) to be spent, as the members at each station determine, for the purchase and/or maintenance of physical fitness equipment and/or station furnishings.

The members of the various stations may agree to borrow or lend their yearly (\$600) six hundred dollar allocation among themselves as they shall determine in their sole discretion.

## **SECTION 2: SNOW BLOWERS**

The City agrees to plow each station as necessary and to furnish and maintain one snow blower for each station.

## **SECTION 3: STREET DIRECTORIES**

All stations in the City shall be provided with an up-to-date Polk Street Directory no less frequently than once every two years both in order to enable the members to keep up with street changes and for training purposes.

## **SECTION 4: VEHICLE INSURANCE**

All Department vehicles shall be insured by the City of Taunton so that the drivers or operators thereof shall not be liable in case of accident. In case the City of Taunton does not carry said insurance, the City shall be responsible.

## **SECTION 5: SAFETY**

(a) During every even-numbered year, an aerial apparatus of the Taunton Fire Department (e.g. Ladder 2, Snorkel or Ladder 3) shall be inspected and tested for structural integrity and safety, through non-destructive test methods such as ultrasonic and magnetic particle testing by an independent testing company experienced in testing Fire Service apparatus.

(b) No Firefighter shall enter a building for the purpose of searching for a bomb unless such individual or individuals has been given professional training in the identification of bombs.

(c) The City of Taunton shall annually have an air sample for the air compressor supplying air for all Fire Department breathing apparatus analyzed by a certified air testing firm and shall promptly furnish Local 1391 with the copy of said firm's annual reports.

## **SECTION 6: MAJOR FIRE OR RESCUE APPARATUS**

All potential purchases of major fire or rescue apparatus shall be discussed in advance at the quarterly Labor-Management meetings that are provided for in this Agreement.

## **SECTION 7: AMBULANCE OVERSIGHT COMMITTEE**

The City shall include a clause in its contract with the City's Ambulance Provider which specifies that the Chief or his designee, who may be a member of the bargaining unit, shall serve as a permanent member of the Ambulance Oversight Committee.

## **SECTION 8: LAYOFF NOTICE**

No member of the bargaining unit may be laid off without having been given at least thirty (30) days advance notification in writing by the City.

## **SECTION 9: FUNERAL LEAVE**

Either the President of Local 1391 or his designee shall be allowed one (1) tour of duty off in order to attend the funeral of any active or retired member of the Local or of any member of the PFFM who has died in the line of duty in the Commonwealth of Massachusetts. The tour of duty off shall be either the night before, the day of the funeral or the night following the funeral, as required by the particular situation.

## **SECTION 10: HONOR GUARD**

The members of the Fire Department's Honor Guard shall receive sixteen (16) hours of detail pay each year which shall be paid in two equal segments of eight (8) hours each during the months of January and July. In order to qualify for the January payment, a member must have participated in at least fifty (50%) of the Honor Guard events that occurred during the previous six month period (July 1 – December 31) at times when he was neither on duty nor on any type of paid leave. In order to qualify for the July payment, a member must have participated in at least fifty percent (50%) of the Honor Guard events that occurred during the previous six month period (January 1 – June 30) at times when he was neither on duty nor on any type of paid leave.

## **ARTICLE XXXI**

### **SECTION 1: JUST CAUSE**

No member of the bargaining unit may be discharged, suspended or otherwise disciplined except for just cause.

Any reprimand or other discipline that is imposed by a member of the bargaining unit who is serving in the capacity of Acting Chief during the absence of the Chief shall be subject to the contractual standard of just cause. The period for grieving any such disciplinary action by an Acting Chief shall not begin to run until the Chief of the Department has returned from his absence.

### **SECTION 2: MANAGEMENT RIGHTS**

It is recognized by the parties hereto that the City retains all of the usual and customary management rights subject to the terms of this Agreement. This Agreement shall not be construed to deprive employees of the Department of any benefits or protection granted by federal, state, county, municipal or departmental statute, ordinance, rule or regulation, as the same may be hereinafter amended.

**ARTICLE XXXII**

**SAVINGS CLAUSE**

In the event that any Article, Section or portion of this Agreement is found to be invalid, then such specific Article, Section or portion shall be deemed invalid, to the extent necessary to conform with such law, rule or regulation, but the remainder of this Agreement shall continue in full force and effect.

**ARTICLE XXXIII**

**CONSTRUCTION OF CONTRACT TERMINOLOGY**

1. The use of the word "he", "him" or "his" in this contract is based upon historical usage and the parties agree that these or similar words shall not be taken to refer to male employees only, but rather shall be deemed to refer to all employees covered by the contract. It is the intent of the parties hereto to have all terms of this contract apply to all members of the bargaining unit, whether male or female.


2. Unless the context plainly requires a contrary construction, the use of such terms as "firefighter", "officer", "member of the Department", "member of the bargaining unit", "employee" and any similar term shall all be deemed to refer to the employees covered by this Agreement.

**ARTICLE XXXIV**

**DURATION OF AGREEMENT**

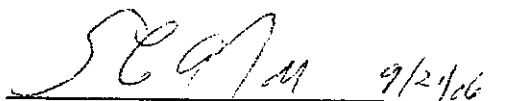
This Agreement shall be effective as of, and retroactive to, July 1, 2005 except as otherwise provided herein, and shall continue in full force and effect until June 30, 2008 except as otherwise provided herein, and thereafter until a new successor Agreement is executed.

SIGNED AND SEALED THIS 21st DAY OF September, 2006

  
PRESIDENT, LOCAL 1391, IAFF

  
MAYOR, CITY OF TAUNTON

APPROVED AS TO FORM AND CHARACTER

  
CITY SOLICITOR