

Friday, October 24, 2014

COLLECTIVE BARGAINING CONTRACT

BETWEEN

CITY OF TAUNTON

AND

TAUNTON FIRE FIGHTERS, LOCAL 1391  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

JULY 1, 2014 - JUNE 30, 2017

**CONTRACT INDEX**

**2014 - 2017**

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**AGREEMENT**

**THIS AGREEMENT** effective as of July 1, 2014 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 on a weekly basis 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 week following the week 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 weekly 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 weekly 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 weekly 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**

(a) 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.

(b) The City shall reimburse members for required reading on promotional exams after proof that members have taken the examination. Required reading will consist of the material on the Civil Service Reading List for said exams. In the event that any member takes and fails the examination, the City shall reimburse the member for required reading materials for any subsequent promotional examination to the extent that they have changed from the previous examination. In the event that a member takes a promotional examination, the City shall reimburse the member for the examination fee.

(c) Within the first year of being promoted to a permanent Lieutenant's position, the Lieutenant will attend a Fire Officer I/II course sponsored by the Massachusetts Department of Fire Services. The Lieutenant will be sent to the class in lieu of working his regular position at the Department. Full attendance and receiving accreditation (a passing grade) from the program is required. In the event that a Lieutenant does not receive such accreditation, the Lieutenant shall re-enroll in the class until he receives such accreditation. Moreover, the failure to achieve accreditation shall not be held against a Lieutenant in any way, including, but not limited to, for purposes of demotion or disciplinary action.

## **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.

When granting coverage, both the member receiving the coverage and the member providing the coverage will clear the coverage with the Deputy Chief's Office. Once the Deputy Chief's Office has spoken and received word from both members and the coverage is allowed by the Deputy Chief, the member providing the coverage takes responsibility for the shift and shall not be eligible for overtime when covering more than fifty percent (50%) of the shift. The coverage provider is expected to attend or make arrangements to see the shift properly filled. The maximum consecutive hours of work shall be thirty-eight (38) hours. Other rules of coverage will remain.

## **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). In addition, at the Chief's discretion, up to two (2) Members performing duties in connection with community service and/or charitable organizations (such as, but not limited to, Mentoring Programs or the Muscular Dystrophy Association, Public Relations) will not be charged with overtime hours when a conflicting event transpires.
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. However, for purposes of determining the vacation entitlement for members of the bargaining unit hired on or after January 1, 2013, "years of service" shall mean that member's years of service in the Taunton Fire Department.

(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**

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. Notwithstanding any other provision in this agreement to the contrary, any member of the bargaining unit hired on or after January 1, 2013, may redeem a maximum of two hundred (200) sick days under this Article.

(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.

## **SECTION 4: SICK LEAVE ABUSE**

A member with a historically high use of short-term sick leave, or an abusive pattern of using sick leave, shall first be counseled by the Fire Chief. Upon request, the member may have a Union Representative present to assist. If such use or pattern continues, the Chief shall have the discretion to require such member to provide a

physician's certificate of illness as a condition of eligibility for sick pay. In determining which members should be counseled, the Chief shall treat similarly situated members alike. A pattern of abuse includes, by way of example but not limitation: taking sick days connected to scheduled leave; taking a disproportionate number of sick days on or about weekends or major holidays; taking sick days on days when the member has other employment or self-employment; and regularly taking sick days at particular times of year. Abusive sick time will be addressed with progressive discipline.

## **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, 2014 One Percent (1%)

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

Probationary Firefighter	\$45,621.91
First Year Firefighter	\$49,378.65
Second Year Firefighter	\$50,114.48
Third Year Firefighter	\$52,415.23
After Six (6) Years in the Firefighters' Bargaining Unit	\$55,035.99
After Twelve (12) Years in the Firefighters' Bargaining Unit	\$57,787.79

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

Lieutenants

Base Salary \$61,493.59

After Six (6) Years in the  
Firefighters' Bargaining Unit \$64,568.26

After Twelve (12) Years in the  
Firefighters' Bargaining Unit \$67,796.67

Captains & Mechanic

Base Salary \$68,820.93

After Six (6) Years in the  
Firefighters' Bargaining Unit \$72,261.97

After Twelve (12) Years in the  
Firefighters' Bargaining Unit \$75,875.07

Deputy Chiefs

Base Salary \$76,278.84

After Six (6) Years in the  
Firefighters' Bargaining Unit \$80,092.78

After Twelve (12) Years in the  
Firefighters' Bargaining Unit \$84,097.42

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

Base Salary \$38,746.21, plus 5%  
of a Third Year  
Firefighter's salary  
per year

After Six (6) Years in the  
Firefighters' Bargaining Unit \$40,683.51, plus 5%  
of a Third Year  
Firefighter's salary  
per year

After Twelve (12) Years in the Firefighters' Bargaining Unit	\$42,717.69 plus 5% of a Third Year Firefighter's salary per year
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B. As of July 1, 2015 Two Percent (2%)

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

Probationary Firefighter	\$46,534.35
First Year Firefighter	\$50,366.22
Second Year Firefighter	\$51,116.77
Third Year Firefighter	\$53,463.54
After Six (6) Years in the Firefighters' Bargaining Unit	\$56,136.71
After Twelve (12) Years in the Firefighters' Bargaining Unit	\$58,943.54

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

Lieutenants

Base Salary	\$62,723.46
After Six (6) Years in the Firefighters' Bargaining Unit	\$65,859.62
After Twelve (12) Years in the Firefighters' Bargaining Unit	\$69,152.61

Captains & Mechanic

Base Salary	\$70,197.34
After Six (6) Years in the Firefighters' Bargaining Unit	\$73,707.20
After Twelve (12) Years in the Firefighters' Bargaining Unit	\$77,392.57

Deputy Chiefs

Base Salary	\$77,804.41
After Six (6) Years in the Firefighters' Bargaining Unit	\$81,694.63
After Twelve (12) Years in the Firefighters' Bargaining Unit	\$85,779.37

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

Base Salary	\$39,521.13, plus 5% of a Third Year Firefighter's salary per year
After Six (6) Years in the Firefighters' Bargaining Unit	\$41,497.18, plus 5% of a Third Year Firefighter's salary per year
After Twelve (12) Years in the Firefighters' Bargaining Unit	\$43,572.04, plus 5% of a Third Year Firefighter's salary per year

C. As of July 1, 2016 Two Percent (2%)

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

Probationary Firefighter	\$47,465.04
First Year Firefighter	\$51,373.54
Second Year Firefighter	\$52,139.11
Third Year Firefighter	\$54,532.81
After Six (6) Years in the Firefighters' Bargaining Unit	\$57,259.44

After Twelve (12) Years in the  
Firefighters' Bargaining Unit \$60,122.41

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

Lieutenants

Base Salary \$63,977.93

After Six (6) Years in the  
Firefighters' Bargaining Unit \$67,176.82

After Twelve (12) Years in the  
Firefighters' Bargaining Unit \$70,535.66

Captains & Mechanic

Base Salary \$71,601.29

After Six (6) Years in the  
Firefighters' Bargaining Unit \$75,181.35

After Twelve (12) Years in the  
Firefighters' Bargaining Unit \$78,940.42

Deputy Chiefs

Base Salary \$79,360.50

After Six (6) Years in the  
Firefighters' Bargaining Unit \$83,328.53

After Twelve (12) Years in the  
Firefighters' Bargaining Unit \$87,494.95

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

Base Salary \$40,311.55, plus 5%  
of a Third Year  
Firefighter's salary  
per year

After Six (6) Years in the  
Firefighters' Bargaining Unit \$42,327.12, plus 5%  
of a Third Year  
Firefighter's salary  
per year

After Twelve (12) Years in the  
Firefighters' Bargaining Unit \$44,443.48 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: 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 4: 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 of three percent (3%) which shall be applied to the base salary of each member's rank or position. The HAZMAT premium 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 5: 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 6: 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 7: 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

#### SECTION A:

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 thirty (30) calendar day time period. After the Union submits a grievance to the Chief of the Department, he has twelve (12) calendar days 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 thirty (30) calendar day time period in the above paragraph shall NOT apply to grievances which apply to CHAPTER 41, Section 1-11F (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.

#### SECTION B:

1. It is agreed that no action of any kind shall be taken on any complaint against any member unless the complaint is submitted in writing, signed by the complainant and sets forth the place, date, time and circumstances of the matter complained of. Any such complaint shall be immediately forwarded to the Chief of the Fire Department who shall, within forty-eight (48) hours thereafter, supply copies of the complaint to the member named therein, the President of the Union and the Officer In Charge of the member's Group. Except as provided below, this Article is equally applicable to complaints that are initiated against a member by a citizen (referred to as a "Citizen's Complaint") as well as any and all Departmental disciplinary matters that are initiated against a member by another member of the Fire Department or a Supervisory Officer who is not the Fire Chief, (referred to as a "Departmental Complaint"). This

Article shall not, however, apply to internal discipline initiated by the Fire Chief or the Appointing Authority.

- A. All Complaints (whether Citizen's or Departmental) shall first be screened by the Fire Chief who shall review the Complaint and any accompanying documentation. In the event that the Fire Chief determines that the Complaint does not have merit, the Chief may dismiss the Complaint at his own discretion and no further action shall be taken on the Complaint.
- B. With respect to a Citizen's Complaint only, if the Chief determines that such Complaint does have merit, he shall refer said Complaint to the Three Member Panel and the provisions that are set forth in Sections 2 through 8 of this Article shall be followed.
- C. With respect to a Departmental Complaint only, the Chief shall retain his discretion under Chapter 31, Section 41 of the General Laws, as amended, to impose discipline upon a member without a hearing, and the member involved shall have no right to a Three Member Panel Hearing and the provisions of Sections 2 through 8 of this Article. However, any member who is so disciplined by the Chief of the Fire Department still retains his right to appeal such disciplinary action under either the applicable Civil Service Law or Article XXXI (Just Cause) of the parties' collective bargaining agreement. Further, it is agreed that a member who has been disciplined without a hearing in accordance with Chapter 31, Section 41 of the General Laws, as amended, with a referral to the Appointing Authority for further action may request a hearing as outlined in Sections 2 and 3 of this Article prior to the referral to the Appointing Authority.

2. A Three Member Panel consisting of the Chief or his designee, the President of the Union or his designee and the Mayor or his designee shall conduct an investigatory hearing within seven (7) days after the Chief's receipt of the complaint. The member named therein shall be in attendance at such hearing together with his Union Representative and, if he desires, with an attorney of his own choosing. The complainant shall also attend this meeting and shall be subject to questioning by the member involved or by his representative or attorney. If the complainant fails to appear at the said hearing, no further action shall be taken on the complaint.

3. If, following the hearing before it, the Three Member Panel believes that further action may be warranted, it shall, within one (1) week of the said investigatory hearing, submit a report of its findings to the President of the Municipal Council, copies of which shall be promptly served upon the member involved, his Officer In Charge, his Union Representative and his attorney. Thereafter, before any further action is taken, a hearing shall be held before the Municipal Council which shall, at the option of the Member named in the complaint, be public. The Municipal Council may, for good cause shown, order that the hearing be private. At any such hearing, irrespective of whether or not it is public, the member shall, if he desires, be represented by an attorney of his own choosing. The member, or his attorney, shall have the right to examine the complainant

and any supporting witnesses on any matters that are relevant to the complaint and shall have the right to present witnesses to testify in his behalf. If the complainant does not appear at this hearing, no further action shall be taken on the complaint.

4. No action shall be taken on any such complaint unless the hearing described in the preceding paragraph is held within one week after the panel submits its report – except where the member involved, or his attorney, requests a continuance – and unless any action that is taken is taken within one week following the completion of the hearing.

5. All evidence in support of any such complaint must be submitted at the initial hearing before the Three Member Panel. Any newly discovered evidence in support of any such complaint must be provided to the member against whom the complaint has been lodged immediately upon its discovery and at least twenty four (24) hours in advance of any subsequent hearing on the complaint. Similarly, any exculpatory evidence with respect to any such complaint must be provided to the member against whom a complaint has been lodged immediately upon its discovery and at least twenty four (24) hours in advance of any hearing on the complaint.

6. Neither the name of a member against whom a complaint has been lodged, nor the nature of the complaint, nor any other information pertaining to the complaint shall be released to the public, to the press or to any other outside source by either the City or the Union or by either of their respective agents until after the complaint has been fully disposed of before and by the Municipal Council.

7. Any of the time limits set forth herein may be continued or extended at the request of the officer involved.

8. Any member against whom a complaint has been filed shall have the option of recording any hearing held pursuant to this Article. In any case in which the member involved elects to record a hearing, the City may also record that particular hearing.

### **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. Effective upon ratification of this Agreement, 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 \$34.46 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 \$35.46 between midnight and 8:00 a.m. Effective

as of January 1, 2014, 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 \$39.46 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 \$40.46 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. Effective upon ratification of this Agreement, the aforesaid detail rate for the pumping out of cellars in privately owned structures shall be increased to \$34.46 per hour and time and one-half such rate after eight (8) hours. The rate for pumping out cellars shall be \$35.46 between midnight and 8:00 a.m. Effective as of January 1, 2014, the aforesaid detail rate for the pumping out of cellars in privately owned structures shall be increased to \$39.46 per hour and time and one-half such rate after eight (8) hours. The rate for pumping out cellars shall be \$40.46 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 sixteen (16)

shifts 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 eight (8) shifts 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	City	77%
and enrolled in a city health plan as	Employee	23%
of June 1, 2004)		

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).

5. A. Effective as of January 1, 2015, the City shall provide dental insurance to the members of Local 1391's bargaining unit under the Altus Dental Plan at the contribution rate of seventy-five percent (75%) for the City and twenty-five percent (25%) for the members. The Schedule of Benefits that are available to members under the Altus Dental Plan is attached to the Contract as Appendix C.

B. In the event that Altus Dental proposes a change in the level of benefits provided or increases employee copayments, 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) A Driver, Officer and four (4) Hosemen from December 1<sup>st</sup> through March 31<sup>st</sup>.
- (3) Whenever there are more back end men than are contractually required on duty on Engine 1, they shall be assigned to outlying stations.
- (4) There shall be one (1) permanent bid back end position on Engine One.

(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.

A course passing grade is necessary to receive academic credit and course/textbook reimbursement.

**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) 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 and all applicable stipends) 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.

There shall be two (2) four (4) hour sessions of off-duty HAZMAT or field training per year which shall be scheduled at various times so that the members receive HAZMAT or field training during both the day-time and the night-time hours and under cold weather and hot weather conditions. The time spent in HAZMAT or 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 HAZMAT or field training overtime shall be calculated in the same way as all other overtime is calculated.

## ARTICLE XXVIII

### EMERGENCY MEDICAL TECHNICIAN TRAINING

The Chief shall provide adequate training opportunities for members on duty to obtain their initial EMT Certification and Recertification as well as continuing education credits. The Chief shall only be obligated to schedule a class in the event that five (5) or more members of the bargaining unit request to take a class. Accommodations shall be made by scheduling another class should a member who missed a class request to make up that class while on duty to the extent that it is reasonably feasible to do so. All such training sessions shall be held at a Fire Station or other place where Fire Fighters are on duty.

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:

1. Effective July 1, 2014

EMT Basic	three percent (3%)
EMT Intermediate	five percent (5%)
EMT Paramedic	seven percent (7%)

2. Effective July 1, 2016

EMT Basic	four percent (4%)
EMT Intermediate	six percent (6%)
EMT Paramedic	eight percent (8%)

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.

(d) The City shall purchase and maintain at least one (1) commercial quality washer-extractor in one of the City's Fire Stations.

(e) Effective as of July 1, 2014, the Chief of the Department will be responsible for insuring that all members of the bargaining unit are provided with the following items of City-owned safety gear: helmets, turnout coats, bunker pants, fire fighting boots, fire fighting gloves and Nomex hoods, which shall be replaced by the Department at least once every ten (10) years. The Safety Committee, together with the Chief, shall make a determination as to which equipment requires replacement or repair sooner than the ten (10) year period specified herein as a result of damage or normal wear and tear. Members of the bargaining unit shall be responsible for calling any issues with respect to their safety gear to the attention of the Safety Committee. Notwithstanding the foregoing, members of the bargaining unit shall be responsible for lost safety gear. At

the conclusion of a bargaining unit member's employment with the City, each employee shall return all safety gear to the Chief.

**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.

**SECTION 11: INDEMNIFICATION**

The City agrees to indemnify members of the bargaining unit in accordance with Chapter 258, Section 9 of the General Laws of Massachusetts.

**SECTION 12: REQUESTS FOR TIME OFF**

All requests for time off shall be made to the Deputy Chief's office by 6:30 a.m. for the day shift and by 3:00 p.m. for the night shift.

**SECTION 13: COMPLETION OF FIRE REPORTS**

Every call in the Taunton Fire Department requires a fire report to be completed by the Officer In Charge. The Deputy Chief of each group will quarterly scan for missing fire reports. Any individual who is missing reports will be notified by his or her Deputy Chief and tasked with completing them. Failure to complete fire reports within thirty (30) days of notification will be subject to disciplinary procedures.

**SECTION 14: FMLA POLICY**

The Family and Medical Leave Act ("FMLA") Policy is attached to the Contract as Appendix D and incorporated herein by reference.

**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, 2014 except as otherwise provided herein, and shall continue in full force and effect until June 30, 2017 except as otherwise provided herein, and thereafter until a new successor Agreement is executed.

SIGNED AND SEALED AS OF THE <sup>November</sup> 25 DAY OF ~~OCTOBER~~, 2014.

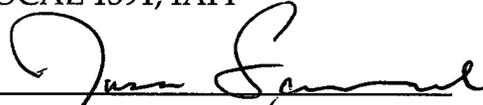
CITY OF TAUNTON

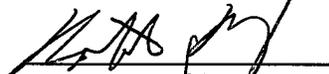
  
\_\_\_\_\_  
Mayor Thomas Hoyer

APPROVED AS TO FORM AND  
CHARACTER

  
\_\_\_\_\_  
Jason D. Buffington, City Solicitor

TAUNTON FIRE FIGHTERS,  
LOCAL 1391, IAFF

  
\_\_\_\_\_  
Jay Lawrence, President

  
\_\_\_\_\_  
Robert Rooney, Secretary

  
\_\_\_\_\_  
Roberto Gonzalez, Treasurer

## APPENDIX A

### ATTACHMENT A

#### CITY OF TAUNTON Communications Policy

##### **Scope of Policy.**

The intent of this policy is to establish a formal set of guidelines for the request, acquisition and use of all City of Taunton communications systems which include but are not limited to mobile devices, electronic mail; voice mail; facsimiles; land-based, cellular, satellite or other communication systems and related equipment. All employees who use a City issued device and associated systems agree by such use to comply with the expectations outlined in this policy statement.

##### **Authorization**

Whenever in this Policy the employee is required to obtain authorization or consent and the person for whom consent or authorization should be obtained is not specified, permission for that specific activity must be given by the Director of Information Technology/Automation.

##### **Acceptable Use**

###### **Business Use Only**

City issued communication systems are provided at the expense of the City and are to be used solely to conduct City business, not personal business. Employees may not use City issued systems to communicate information, opinions, or comments without authorization from the City. Employees are prohibited from passing off their view as representing those of the City.

The employee must not use City issued systems in a manner that would reflect badly upon the City, such as sending discriminatory or harassing voice-mail, or engaging in any other illegal or tortious activities. Employees may not use the City issued systems for non-City purposes. To the extent that employees are authorized to utilize a mobile device for personal or other business, they shall reimburse City for the usage.

###### **Proper and improper communication**

All employees agree to use City communication systems for proper work related communication. Further the employee agrees not to engage in improper communication. Proper communication is any communication required in the performance of an employee's principal job function that is professional, reasonable and executed with good customer service. Improper communication is any non-work related communication. The Mayor's Office and the Human Resources Department will determine if a communication is considered proper or improper. Notwithstanding the provisions of this paragraph, employees may access news or information via City communication devices provided it is during an authorized or scheduled break and the City incurs no cost.

###### **No Presumption of Privacy**

Any and all communications on City systems are not private and security cannot be guaranteed. Passwords and user I.D.'s are designed to protect the City's confidential, private and/or proprietary information from outside third parties, not to provide employees with personal privacy in the messages.

## APPENDIX A

Employees should assume that any communications that they create, send, receive, or store on City systems may be read or heard by someone other than the intended recipient.

### City's Right to Monitor Messages

The City reserves the right to monitor, access, retrieve, read, and disclose to law enforcement officials or other third parties all messages created, sent, received, or stored on the City's Systems without prior notice to the originators and recipients of such messages. Authorized personnel may monitor the communications of employees to determine whether there have been any violations of law, breaches of confidentiality or security, communications harmful to the business interests of the City, or any violations of this Policy or any other City policy.

### Message Restrictions

Communications on City systems may not contain content that a reasonable person would consider to be defamatory, offensive, harassing, disruptive, or derogatory, including but not limited to sexual comments or images, racial or ethnic slurs, or other comments or images that would offend someone on the basis of race, gender, national origin, sexual orientation, religion, political beliefs, or disability. Language used in communications created, sent or forwarded by employees using the City's Systems or use by employees in the course of their employment shall be professional and business like.

### Ownership of Messages, Hardware, Access or Telephone Numbers

The City systems and all information stored on them are property of the City. All information and messages *whether City-related or personal* - that are created, sent, received, accessed, or stored on these systems constitute City records. Any hardware issued by the City remains the property of the City. Any telephone numbers or other access numbers are issued by the City and remain the property of the City. The City solely reserves the right to transfer, discontinue or port any telephone or access numbers.

### Violations

Violations of this Policy, including breaches or confidentiality or security, may result in suspension of communication privileges, disciplinary actions, and even termination. The City reserves the right to hold the employee personally liable for any violations of this Policy.

### Record Retention

As with paper documents created and received by an employee, it is each employee's responsibility to ensure that those electronic messages that should be retained or deleted are done according to the State's Record Retention Policy  
<http://www.sec.state.ma.us/pre/prepdf/guide.pdf>

### Prohibited Activities

Employees may not use the City's Systems to: (a) upload, download, or otherwise transmit copyrighted, trademarked, or patented material; trade secrets; or other confidential, private, or proprietary information or materials without the City's authorization; (b) upload, download, or otherwise transmit any illegal information or materials; (c) upload, download, access, create, distribute, or otherwise transmit sexually

## APPENDIX A

explicit materials or participate in the viewing of such materials; (d) gain unauthorized access to remote computers or other systems or to damage, alter, or disrupt such computers or systems in any way (nor may employees - without authorization - use someone else's code or password or disclose anyone's code or password, including their own); (e) enable unauthorized third parties to have access to or use the City's Systems, or otherwise jeopardize the security of the City's electronic communications systems; and (f) engage in any other inappropriate, illegal or tortious activities.

While on City premises, at no time, may users access inappropriate websites, such as those hosting pornography, obscene materials or gambling enterprises. The City will not engage in the inspection or other form of monitoring of an employee's personal laptop or any other personal equipment with internet access capabilities.

The use of any element of the City's computer system including Internet access located on City property, for the receipt or transmission of information disparaging to other based on race, national origin, sex, sexual orientation, age, disability, or religion is not permitted under any circumstances.

### Message Creation.

Employees must use the utmost care in creating messages on the City's systems. Even when a message has been deleted, it may still exist on a back-up system, be recreated, be printed out, or may have been forwarded to someone else without its creator's knowledge. As with paper records, proper care should be taken in creating electronic records, which can affect the City's reputation and which the City may some day have to produce in connection with a lawsuit.

### Only Approved Software To Be Used.

Before any software may be used within the City on any of the City's Systems, the software must be virus tested and approved for use by the Director of Information Technology/Automation and each copy must be registered with the City. No copy of software may be used unless the City has a valid license to use that copy. Employees are not permitted to make additional copies of any software, without authorization and proper registration of the copy. Use or distribution of all licensed software or all licensed copies of software is not only against City policy, it is also illegal.

All software must be stored in the Computer Department unless otherwise authorized by the Automation Director.

### Viruses.

Any files downloaded from the Internet and any computer disks received from non-City sources must be scanned with virus detection software before installation and execution. The introduction of viruses, attempts to breach system security, or other malicious tampering with any of the City's systems is expressly prohibited. Employees must immediately report any viruses, tampering, or other system breaches to the Director of Information Technology.

### Selling and Purchasing.

City's standard purchase and sale policies apply to all purchase-and sales-related activities conducted via the City's Systems.

## APPENDIX A

### Uploading to City Web Site/Internet.

Employees must not place City or customer material - such copyrighted software or other materials, internal memos, City trademarks - on the City Web site or any publicly-accessible Internet, unless the posting of these materials has first been approved by the Director of Information Technology.

### Monitoring.

To help insure that compliance with this Policy authorized City representatives may monitor the use of the City's Systems from time to time. This may include listening to stored voice-mail messages, reading e-mail message and inspecting any other computer systems files or information.

### **Mobile Communications**

#### Criteria for requesting a mobile communications device

In order for an employee to be eligible to receive a city issued mobile communications device the employee must meet at least one or more of the following criteria:

- Employee is required to be on-call on a 24 X 7 basis
- Employee's principal job function requires regular travel and is considered a mobile employee
- Employee is a member of the City of Taunton Emergency Team as established by the Mayor
- Certain public safety employees may be eligible for a city issued mobile communications device
- Under certain circumstances as authorized by the Mayor

#### Procedure for obtaining a mobile communications device

Any employee or department manager requesting a city issued mobile communications device must adhere to the following procedure:

- The employee must sign the Mobile Communications Policy acknowledging their understanding of the acceptable use of mobile communication devices.

#### Monitoring of Mobile Communications

To help insure compliance with this Policy, the City reserves the right for authorized City representatives to monitor the use of the City's Systems. This may include, but not be limited to, reviewing account activity, changing passwords and listening to stored voice-mail messages.

All mobile communications usage will be monitored quarterly by the Information Technology Department. The City of Taunton reserves the right to discipline any employee who fails to comply with the Mobile Communications Policy. Departments may be required to seek a transfer of funds to cover any costs related to improper or uncontrolled communications on city issued devices or systems.

Departments with employees who have been issued mobile communication devices will be financially responsible for overages incurred by excessive, uncontrolled or improper usage. In certain instances the employee may be required to reimburse the City of Taunton for the costs of improper communications on city issued devices or systems.

**APPENDIX A**

**Effective Date:** The effective date of this policy will be the date upon which it is finally accepted by this collective bargaining unit.

**Discipline:** The disciplinary action resulting from infractions of this policy shall be subject to the terms of any applicable collective bargaining agreement and contract including the just cause, grievance and/or arbitration provisions pursuant to Section 108(O) of Chapter 41 of the General Laws. No employee may be disciplined for violations of this policy occurring prior to the effective date of the policy.

**Applicability:** Provisions of this policy shall be subject to superceding provisions including any amendments hereto of any contract pursuant to MGL Chapter 150E and MGL Chapter 41, Section 108(O).

-----  
*Tear off here*

I acknowledge that I have received the City of Taunton Communication's Policy

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

APPENDIX B

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE CITY OF TAUNTON  
AND  
Taunton Firefighters, Local 1391  
International Association of Firefighters

This Memorandum of Agreement ("Agreement") is entered into this of June, 2011 between the City of Taunton ("City") and Taunton Firefighters, Local 1391 ("Union").

WHEREAS the City and Union have concluded negotiations to change the terms of the HMO Blue (Network Blue) and Blue Care Elect health insurance plans the City provides its employees;

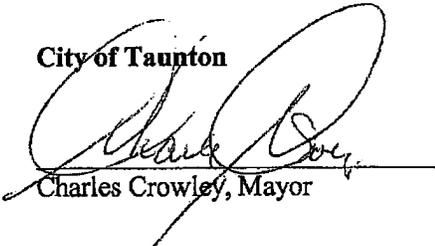
NOW THEREFORE, the City and the Union agree as follows:

1. Effective as of September 1, 2011, the City shall provide coverage for employees under either the HMO Blue Plan or the Blue Care Elect Plan consistent with the plan modifications described in Attachment "A" hereto.
2. HEALTH REIMBURSEMENT ACCOUNT - For Fiscal Year 2012 (July 1, 2011 through June 30, 2012) the City agrees to fund a Health Reimbursement Account ("HRA") which will reimburse employees for some out of pocket expenses the employee pays for mail order prescription drugs pursuant to the terms of the HRA as described in Attachment "B." The City will fund all administrative costs of setting up and operating the HRA so that there will be no cost to employees.
3. FLEXIBLE SPENDING ACCOUNTS - The City agrees to pay for all initial set-up fees for the Flexible Spending Accounts ("FSA"). The City agrees to pay all monthly administrative fees associated with each account. The City also agrees to pay the annual renewal fees for the FSA. Finally, the City will authorize employees to deposit into their FSA from their pay checks on a tax exempt basis an annual amount no more than allowed by IRS regulations.

This Agreement is contingent on the City's ability to implement the changes in health insurance after agreement by all City unions. If the City is not able to legally implement these changes, this Agreement will be void.

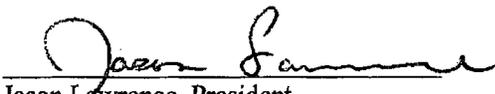
This Agreement shall be effective from July 1, 2011 to June 30, 2012 and shall automatically renew each year subject to state and federal legislation, unless the City notifies each union ninety days before the health plan's anniversary date of its intention to amend this agreement. Should the City provide such notice, all changes relative to the HRA will be negotiated.

City of Taunton



Charles Crowley, Mayor

Taunton Firefighters, Local 1391



Jason Lawrence, President



City of Taunton

Fiscal Year 2012 HMO Active Plan Rates, Benefits and Alternatives

Attachment A

Benefits	Current Status Quo Renewal HMO Blue NE	Alternative (1) HMO Blue NE \$15 OV/\$75 ER 2x Mail Order Rx
Deductible	\$0	\$0
PCP Copay	\$5	\$15
Preventive Copay	\$0	\$0
Specialist Copay	\$5	\$15
ER Copay	\$25	\$75
High Tech Imaging Copay	\$0	\$0
Inpatient Hospital Copay	\$0	\$0
Outpatient Surgical Copay	\$0	\$0
Retail Rx Copay (30 Days)	\$10/\$20/\$35	\$10/\$25/\$45
Mail Order Rx Copay (90 Days)	\$10/\$20/\$35	\$20/\$50/\$90

Tier	Enrollment	Rates	Enrollment	Rates
Single	446	\$699.22	446	\$843.88
Family	925	\$1,644.73	925	\$1,514.56
<b>Annual Premium</b>		\$21,998,728		\$20,257,662
<b>Premium Savings**</b>		n/a		\$1,741,067
<b>Percentage Savings</b>		n/a		7.9%

Updated 6/20/2011  
 \*\*Savings is based on 12 month implementation.

City of Taunton  
 HMO Blue Rate and Contribution Analysis (77%/23%)

Plan	Tier	Headcount	Monthly Rate	Employer Contribution	Employee Contribution	City Monthly	Employee Monthly	Employee 16 Pay	Employee 52 Pay	Total Annual City Contribution		Total Annual Employee Contribution	
										City Savings From Current	Employee Savings From Current	City Savings From Current	Employee Savings From Current
Current HMO Blue New England	Single	256	\$699.22	77.0%	23.0%	\$538.40	\$160.82	\$53.61	\$37.11	\$10,924,319		\$3,263,108	
	Family	610	\$1,644.73	77.0%	23.0%	\$1,266.44	\$378.29	\$126.10	\$87.30	\$10,059,725		\$3,004,853	
<b>Total Annual City Contribution</b>													
<b>Total Annual Employee Contribution</b>													
Alternative HMO NE Plan (1)	Single	256	\$643.88	77.0%	23.0%	\$495.79	\$148.09	\$49.36	\$34.18	\$10,059,725		\$3,004,853	
	Family	610	\$1,514.56	77.0%	23.0%	\$1,166.21	\$348.35	\$116.12	\$80.39	\$3,004,853		\$864,594	
<b>Total Annual City Contribution</b>													
<b>Total Annual Employee Contribution</b>													
<b>Total Savings Per Employee</b>													
Alternative HMO NE Plan (1)		Single	\$12.73										
		Family	\$29.94										

**City of Taunton  
 HMO Rate and Contribution Analysis (75%/25%)**

Plan	Tier	Headcount	Monthly Rate	Employer Contribution	Employee Contribution	City Monthly	Employee Monthly	Employee 52-Pay	Employee 36-Pay
Current HMO Blue New England	Single	190	\$699.22	75.0%	25.0%	\$524.42	\$174.81	\$40.34	\$58.27
	Family	315	\$1,644.73	75.0%	25.0%	\$1,233.55	\$411.18	\$94.89	\$137.06
Total Annual City Contribution			\$5,858,476						
Total Annual Employee Contribution			\$1,952,825						
Plan	Tier	Headcount	Monthly Rate	Employer Contribution	Employee Contribution	City Monthly	Employee Monthly	Employee 52-Pay	Employee 36-Pay
Alternative HMO NE Plan (1)	Single	190	\$643.88	75.0%	25.0%	\$482.91	\$160.97	\$37.15	\$53.66
	Family	315	\$1,514.56	75.0%	25.0%	\$1,135.92	\$378.64	\$87.38	\$126.21
Total Annual City Contribution			\$5,394,812						
Total Annual Employee Contribution			\$1,798,271						
City Savings From Current							\$463,663		
Employee Savings From Current							\$154,554		
Total Savings Per Employee									
Alternative HMO NE Plan (1)	Single		\$13.84				\$166.02		
	Family		\$32.54				\$390.51		



**City of Taunton**  
**Fiscal Year 2012 PPO Active Plan Rates, Benefits and Alternatives**

Benefits	Current Status Quo Renewal PPO Blue Care Elect Preferred	Alternative (1) PPO \$25 OV/\$75 ER 2x Mail Order Rx
Deductible	\$0	\$0
PCP Copay	\$15	\$25
Preventive Copay	\$0	\$0
Specialist Copay	\$15	\$25
ER Copay	\$50	\$75
High Tech Imaging Copay	\$0	\$0
Inpatient Hospital Copay	\$0	\$0
Outpatient Surgical Copay	\$0	\$0
Retail Rx Copay (30 Days)	\$10/\$20/\$35	\$10/\$25/\$45
Mail Order Rx Copay (90 Days)	\$10/\$20/\$35	\$20/\$50/\$90

Tier	Enrollment	Rates	Enrollment	Rates
Single	196	\$960.07	196	\$898.96
Family	192	\$2,279.18	192	\$2,134.09
<b>Annual Premium</b>		<b>\$7,509,315</b>		<b>\$7,031,297</b>
<b>Premium Savings</b>		<b>n/a</b>		<b>\$478,018</b>
<b>Percentage Savings</b>		<b>n/a</b>		<b>6%</b>

City of Taunton  
 PPO Rate and Contribution Analysis

Plan	Tier	Headcount	Monthly Rate	Employer Contribution	Employee Contribution	City Monthly	Employee Monthly	Employee \$2 Pay	Employee \$6 Pay
Current PPO Plan	Single	196	\$960.07	75.0%	25.0%	\$720.05	\$240.02	\$65.39	\$80.01
	Family	182	\$2,279.18	75.0%	25.0%	\$1,709.39	\$569.80	\$131.49	\$189.93
Total Annual City Contribution:			\$5,631,987						
Total Annual Employee Contribution:			\$1,877,329						
Alternative PPO Plan (1)	Single	196	\$898.96	75.0%	25.0%	\$674.22	\$224.74	\$51.86	\$74.91
	Family	192	\$2,134.09	75.0%	25.0%	\$1,600.57	\$533.52	\$123.12	\$177.84
Total Annual City Contribution:			\$5,273,473						
Total Annual Employee Contribution:			\$1,757,824						
Total Savings Per Employee						City Savings From Current	Employee Savings From Current		
Alternative PPO Plan (1)								\$358,514	\$119,505
Alternative PPO Plan (1)								\$183.33	\$435.27

**APPENDIX B  
CITY OF TAUNTON  
HEALTH REIMBURSEMENT ARRANGEMENT  
REIMBURSEMENT REQUEST FORM**

Name	SUBSCRIBER ID#	
Home Address	Address Change: Yes ___ No ___	
City	State	Zip
Phone:	Email:	
Work ( )	Home/Cell ( )	

Complete the information below for expenses incurred by you, your spouse, or dependent children for which you request reimbursement. You must provide receipts or other evidence the expenses were incurred. Be sure to provide all information requested on this form. Incomplete forms will be returned to you. Print or type the information requested, sign and date the form. Mail or fax this form and supporting documentation to the below contact.

HRA MEDICAL EXPENSES INCLUDE: Prescription drug co-pays, over certain limits during the Fiscal Year					
	Provider of Service Mail Order Prescription	Person Receiving Service	Dates of Service (MO/DAY/YR)	Amount of Expense Claimed	Nature of Expense: Prescription Drug
1	"				"
2	"				"
3	"				"
4	"				"
5	"				"
6	"				"

I request payment from my health reimbursement account as indicated above for the expenses listed. To the best of my knowledge and belief, my statements in this reimbursement request are complete and true. I am claiming reimbursement only for eligible expenses incurred during the plan year and for my eligible dependents. I certify that these expenses have not previously been reimbursed under this or any other benefit plan and will not be claimed as an income tax deduction. I authorize my Health Reimbursement Arrangement account to reimburse me the amount requested.

\*Prescription Drug Note: For individual coverage, the 1<sup>st</sup> \$100 is excluded, the City will reimburse up to 50% of all costs over this amount. For family coverage, the 1<sup>st</sup> \$250 is excluded, the City will reimburse up to 50% for all costs over this amount.

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

**FILING INSTRUCTIONS**

Submit claim and expense documentation to:

Maria Gomes, Human Resource Director  
City of Taunton, City Hall  
141 Oak Street  
Taunton, MA 02780  
Telephone 508-821-1060  
Fax# 508-821-1066

## APPENDIX B

### Attachment B

### Memorandum

**To:** All Benefit Eligible Employees and Retirees Participating in the City's HMO Blue, or Blue Care Elect Health Plans  
**From:** Mayor  
**Subject:** Mail Order Prescription drug co-pays  
**Date:** May, 2011

Dear Participant:

As you are aware, the City's Health Insurance plans renew on July 1<sup>st</sup> and as you are also aware, there were plan modifications to the HMO Blue (Network Blue) and Blue Care Elect Plans. Below is a summary of those changes:

		Current	September 1, 2011
Office Visit Co-Pay	HMO Blue/BCEP	\$5/\$15	\$15/\$25
Emergency Room	HMO Blue/BCEP	\$25/\$50	\$75/\$75
Prescription Drugs - Retail		\$10/\$20/\$35	\$10/\$25/\$45
Prescription Drugs - Mail Order		\$10/\$20/\$35	\$20/\$50/\$90

Consistent with this, the City has agreed to provide a Health Reimbursement Arrangement which will reimburse each member who incurs higher than normal expenses for prescription drug costs:

**For the fiscal year, for Mail Order Prescription Drug co-pays only, incurred effective July 1, 2011;**

**Individual coverage:** member pays the first \$100 in co-pays; the City will reimburse the member for 50% of all costs over \$100.

**Family coverage:** member pays the first \$250 in co-pays; the City will reimburse the member for 50% of all costs over \$250.

**Plan Sponsor:** City of Taunton

**Plan year:** July 1, 2011 through June 30, 2012

**Plan benefits:** Mail Order Prescription Drug co-pays over the above limits (payable upon submission of co-pay receipts after minimum amounts reached)

**Plan Funding:** The City of Taunton funds the plan

**Eligibility:** Requirements include participant in the City's HMO Blue (Network Blue), or Blue Care Elect plans.

**Claims process:** Complete attached claims form and Authorization Form (HIPAA Notice) and present to Human Resources at City Hall. Eligibility will be verified and claim will be processed. You must pay all Prescription Drug co-pays and then the City will reimburse you upon submission of co-pay receipts.

**Human Resource Department:**

Location: 141 Oak Street

Hours of operation: 9 am to 5 pm (unless otherwise posted)

Contact information: HR Staff

**Please keep this information in an accessible location.**

Thank you  
Revised 5/27/11

APPENDIX C  
**Benefit Highlights**  
Plus Plan

**CITY OF TAUNTON**

Your group number: 7990-0001 (Actives); 0002 (Retirees); 0003 (TEFRA); 0004 (Cobra)

The annual maximum is: \$750 per member per calendar year  
The annual deductible is: \$50 per individual /\$150 per family  
The maximum lifetime cap is: Unlimited

**Pretreatment estimates are recommended for underlined procedures.**

**Plan pays 100%; Member Coinsurance 0%**

- Two oral exams per calendar year
- Two cleanings per calendar year. More frequent cleanings may be allowed for pregnant women or patients with diabetes or comprised immune systems. Documentation is required.
- Fluoride treatment for children under age 19 twice per calendar year
- One set of bitewing x-rays once every 6 months
- One complete x-ray series or panoramic film every 36 months
- Single x-rays as required
- Sealants for children under age 16, once per unrestored permanent molar every 36 months
- Space maintainers for lost deciduous (baby) teeth, replacement limited to once every 60 months

**Plan pays 100%; Member Coinsurance 0% Deductible Applies**

- Palliative treatment (minor procedures necessary to relieve acute pain) twice per calendar year
- Amalgam (silver) fillings; composite (white) fillings on all teeth.
- Extractions and other routine oral surgery not covered by a patient's medical plan
- General anesthesia or intravenous (I.V.) sedation for complex surgical procedures
- Root canal therapy
- Repairs to existing partial or complete dentures once per calendar year
- Recementing crowns or bridges
- Rebasing or relining of partial or complete dentures; once every 36 months
- Occlusal adjustments once every 12 months
- Periodontal maintenance following active therapy, once every 3 months. If alternating with routine cleanings, there must be 3 months between a cleaning and the next maintenance procedure.
- Root planing and scaling once per quadrant every 24 months
- Osseous (bone) surgery once per quadrant every 24 months (bone grafts are not covered)
- Gingivectomies once per site every 24 months
- Soft tissue grafts once per site every 60 months
- Crown lengthening once per tooth every 60 months

**Dependent Coverage** – Dependent children are covered up until the end of the month that they turn age 26.

**Welcome to  
Altus Dental**

This flyer highlights your dental benefits and explains how your Plus plan works. At Altus Dental, we pride ourselves on providing our members with excellent customer service. We look forward to providing you and covered family members with dental insurance. When your coverage begins, we will send you an ID card and a Certificate of Coverage.

**How to Contact Us**

**INTERNET**

You can access your account information online 24 hours a day 7 days a week at [www.altusdental.com](http://www.altusdental.com)

**INFOLINE**

1-877-223-0588

Infoline, our automated telephone information system is also available 24 hours a day, 7 days a week.

**CUSTOMER SERVICE**

1-877-223-0588

Our customer service representatives are available Monday - Thursday 8 am to 7 pm and Friday 8 am to 5 pm, ET.

APPENDIX C  
**Benefit Highlights**  
Plus Plan

CITY OF TAUNTON

Your group number: 7990-0005 (Actives); 0006 (Retirees); 0007 (TEFRA); 0008 (Cobra)

The annual maximum is: \$1500 per member per calendar year  
The annual deductible is: \$50 per individual /\$150 per family  
The maximum lifetime cap is: Unlimited

**Pretreatment estimates are recommended for underlined procedures.**

**Plan pays 100%; Member Coinsurance 0%**

- Two oral exams per calendar year
- Two cleanings per calendar year. More frequent cleanings may be allowed for pregnant women or patients with diabetes or comprised immune systems. Documentation is required.
- Fluoride treatment for children under age 19 twice per calendar year
- One set of bitewing x-rays once every 6 months
- One complete x-ray series or panoramic film every 36 months
- Single x-rays as required
- Sealants for children under age 16, once per unrestored permanent molar every 36 months
- Space maintainers for lost deciduous (baby) teeth, replacement limited to once every 60 months

**Plan pays 100%; Member Coinsurance 0% Deductible Applies**

- Palliative treatment (minor procedures necessary to relieve acute pain) twice per calendar year
- Amalgam (silver) fillings; composite (white) fillings on all teeth.
- Extractions and other routine oral surgery not covered by a patient's medical plan
- General anesthesia or intravenous (I.V.) sedation for complex surgical procedures
- Root canal therapy
- Repairs to existing partial or complete dentures once per calendar year
- Recementing crowns or bridges
- Rebasing or relining of partial or complete dentures; once every 36 months
- Occlusal adjustments once every 12 months
- Periodontal maintenance following active therapy, once every 3 months. If alternating with routine cleanings, there must be 3 months between a cleaning and the next maintenance procedure.
- Root planing and scaling once per quadrant every 24 months
- Osseous (bone) surgery once per quadrant every 24 months (bone grafts are not covered)
- Gingivectomies once per site every 24 months
- Soft tissue grafts once per site every 60 months
- Crown lengthening once per tooth every 60 months

**Plan pays 50%; Member Coinsurance 50% Deductible Applies**

- Surgical placement of endosteal implant and abutment; replacement limited to once every 60 months
- Crowns over natural teeth, build ups, posts and cores - replacement limited to once every 60 months
- Bridges, build ups, posts and cores, crowns over implants - replacement limited to once every 60 months
- Partial and complete dentures - replacement limited to once every 60 months

**Dependent Coverage** – Dependent children are covered up until the end of the month that they turn age 26.

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## APPENDIX D

### FAMILY MEDICAL LEAVE POLICY FOR MEMBERS OF THE BARGAINING UNIT REPRESENTED BY THE TAUNTON FIRE FIGHTERS ASSOCIATION, LOCAL 1391, IAAF, PFFM (LOCAL 1391)

#### 1. Purpose and Scope

The purpose of this Policy is to establish the eligibility, duration and procedural requirements relating to the administration of leave in accordance with the Federal Family and Medical Leave Act of 1993 ("FMLA") for all members of the bargaining unit represented by Local 1391.

#### 2. Applicability

FMLA shall be available to those employees who have worked at least 1,250 hours during the twelve (12) month period prior to the date upon which the employee requests or is designated FMLA leave. This policy is applicable to all employees covered by the Local 1391 collective bargaining agreement. In determining whether a Local 1391 employee has met the 1,250 hour eligibility requirement, all hours actually worked and all hours for which an employee has been granted leave pursuant to G.L. c. 41 § 111F shall be counted.

#### 3. Definitions

1. Intermittent Leave – Leave of absence taken in blocks of time of no less than one hours, or a reduction of the normal work schedule. Blocks of time will be arranged based on medical documentation or by approval of the department manager.
2. Serious Health Condition – An illness, injury, impairment or physical or mental condition within the following categories except as provided in Section 4 below:
  - a. "Inpatient care" as defined in 29 CFR 825.114, or "continuing treatment" by a health care provider as defined in 29 CFR 825.115;
  - b. Incapacity for more than three (3) consecutive full calendar days and "continuing treatment" by a health care provider;
  - c. Absences from work because of continuing treatment by (or under supervision of) a health care provider for a chronic or long term health condition that is either incurable or would likely result, if not treated, in your being incapacitated for more than three (3) calendar days; or
  - d. Any period of incapacity due to pregnancy, or for prenatal care.

## APPENDIX D

### 4. Injury On Duty Provision

1. Whenever a Local 1391 employee has been granted leave pursuant to G.L. c. 41 § 111F, the City may designate such employee on FMLA leave, concurrent with G.L. c. 41 § 111F leave, once the employee has been receiving G.L. c. 41 § 111F benefits for a period of ninety (90) calendar days.

### 5. Policy

1. The City of Taunton is an employer covered under the Family and Medical Leave Act of 1993, as amended. As such, eligible employees in the bargaining unit represented by Local 1391 shall be granted family and medical leave under the following circumstances:
  - a. The birth and care of the employee's child;
  - b. The placement of a child in the employee's home for adoption or foster care;
  - c. To care for the employee's seriously ill spouse, parent or child;
  - d. To care for the employee's own serious health condition that prevents him/her from performing his/her job duties except as provided in Section 4 above.
2. Eligible employees will also be granted family and medical leave under the following circumstances:
  - a. Up to 12 weeks of leave because of a qualifying exigency that arises out of the active duty or call to active duty status of a spouse, son, daughter, or parent;
  - b. Up to 26 weeks of leave to care for the employee's spouse, son, daughter, parent or next of kin, if that person is a covered service member with a serious injury or illness.
3. Unless eligible for contractual paid leave entitlements, FMLA is unpaid leave. All employees in the bargaining unit represented by Local 1391 will be notified in writing about the provisions of FMLA upon adoption of this Policy. New employees will be notified upon hire.

### 6. Procedures

1. Amount of Leave – Eligible Employees in the bargaining unit represented by Local 1391 are entitled to up to 12 weeks of FMLA leave in a 12-month period. The City of Taunton uses a fiscal year method for FMLA calculations, from July

## APPENDIX D

1 through June 30<sup>th</sup> of a given year. Additional leave benefits are available to care for persons identified in 45 (2)(b) of this Policy.

2. Intermittent Leave/Reduced Hours Schedule/Modified Work Schedules – Intermittent leave shall be allowed when medically necessary for an employee's own serious health condition or to care for a child, spouse or parent with a serious health condition. In the case of birth or adoption, intermittent leave or reduced hour schedules shall be allowed on a case-by-case basis at the approval of the department manager. Employees who have requested intermittent leave or reduced hours schedules must indicate on the appropriate attendance sheet the number of hours per week to be designated as FMLA leave.
3. Employee Requests — An employee wishing to use FMLA leave must submit a notice of request that includes a statement of intent to return to work. This request must be sent to the Human Resources Director. The Human Resources Director will then send the employee official notice of his/her rights under the FMLA and the City's policies and procedures. The employee must provide 30 days notice for foreseeable leave. However, if the employee is using paid leave, the notice requirement set forth in the applicable collective bargaining agreement will apply.
4. Employer Designation – If an employee is absent from work for ten (10) consecutive scheduled work days (firefighters' 24 hour shifts shall constitute two (2) scheduled work days, one (1) ten (10) hour day and one (1) fourteen (14) hour night; one (1) ten (10) hour day for staff positions; one (1) ten (10) hour day or fourteen (14) hour night for call takers) without having applied for FMLA leave on his/her own, the City's Director of Human Resources shall provide the employee with the applicable forms for applying for FMLA leave, including the Health Care Provider form. The employee shall provide his/her doctor or other health care provider with the Health Care Provider form. Both the employee's FMLA application form and the Health Care Provider form shall be completed and filed with the Director of Human Resources within fifteen (15) days after their receipt by the employee. If the completed FMLA forms establish that the reason for the employee's being on sick or other paid leave for at least ten (10) full consecutive scheduled work days is due either to the employee's own serious health condition (other than a serious health condition as set forth in Section 4(1) above) or because the employee is needed to care for his/her spouse, child or parent due to their serious health condition, the employee shall be placed on FMLA leave beginning as of the eleventh (11th) consecutive scheduled work day of the employee's absence.
5. Medical Certification/Updates
  - a. To the extent not prohibited by the applicable collective bargaining agreement, the City of Taunton will require written medical certification in all instances of employee or family member illness. Such medical certification shall be provided to the City on the attached medical

## APPENDIX D

certification form, and must be submitted to the City within 15 days of the original request for FMLA leave.

- b. When the employee is on leave status, the City may, to the extent not prohibited by the applicable collective bargaining agreement, require periodic updates.
- c. To the extent not prohibited by the applicable collective bargaining agreement, the City of Taunton may, on a case-by-case basis determined by the Human Resources Director, require an employee to provide a second opinion regarding the employee's own or family member's illness. If a second opinion is required, it will be at the City's expense.
- d. To the extent not prohibited by the applicable collective bargaining agreement, the City of Taunton will require an employee on FMLA leave for his/her own health condition ( other than a serious health condition as set forth in Section 4(1) above) to submit certification of fitness for duty from his/her medical provider prior to returning to work.
- e. If an employee fails to return to work after an FMLA leave as a result of medical necessity, the City will require the employee to provide medical certification. If the employee fails to submit such a certification upon request, the City will assume that the failure to return is not due to a continuing medical condition and the City may recoup any health insurance premiums paid on the employee's behalf during his/her FMLA Leave.

### 7. **Chief's Notification**

The Human Resources Director is responsible for determining whether the absence will be designated as leave under FMLA. If an employee requests the use of sick leave for maternity purposes or their own illness, or vacation leave to care for a sick relative, it is the applicable Chief's responsibility to notify the Human Resources Director immediately so that leave may be appropriately designated.

### 8. **Relation to Other Leaves**

- a. **Employee Illness:** The employee must use all available sick leave and/or request days from the applicable sick leave bank in accordance with procedures outlined in the applicable collective bargaining agreements. At the employee's option he/she may utilize any accrued vacation, personal or compensatory time (if applicable and at the approval of the department manager). In accordance with 29 CFR 825.207(a), and this Policy, the City may also require that an employee use paid leave time during a designated FMLA leave.
- b. **Family Member Illness:** The employee must use sick leave for family member

## APPENDIX D

illness, in accordance with procedures outlined in the applicable collective bargaining agreements. At the employee's option, the employee may utilize any accrued vacation, personal or compensatory time (if applicable) and at the approval of the department manager). In accordance with 29 CFR 825.207(a) the City may also require that an employee use paid leave time during a designated FMLA leave.

- c. **Mother/Birth:** The employee may use up to eight (8) weeks of accrued sick leave for the birth of a child, and may request the use of additional sick leave if medically necessary, as determined by the employee's treating physician. The employee may also use accrued vacation, personal or compensatory leave if applicable for the birth or adoption of a child, in accordance with the Maternity Leave provision of M.G.L. Chapter 149 and/or the applicable collective bargaining agreement. Eligibility for FMLA leave for the birth of a child expires within 12 months of birth. In accordance with 29 CFR 825.207(a), the City may also require that an employee use paid leave time during a designated FMLA leave.
- d. **Father/Birth:** The employee may use sick leave, as outlined in the applicable collective bargaining agreement. The employee may also use accrued vacation, personal or compensatory leave for the birth of a child. In accordance with 29 CFR 825.207(a), the City may also require that an employee use paid leave time during a designated FMLA leave. If both the mother and the father are employed by the City of Taunton, a total of only 12 weeks of combined leave is authorized under the FMLA.
- e. **Adoption:** The employee may not use sick leave for the placement of a child for adoption or foster care in the home, with the exception of emergency clays, as specified in the applicable collective bargaining agreement, unless there is medical documentation necessitating such leave. The employee may use accrued vacation, personal or compensatory leave if applicable for the adoption of a child. In accordance with 29 CFR 825.207(a), the City may also require that an employee use paid leave time during a designated FMLA leave.
- f. Unless the employee provides the Director of Human Resources with written instructions to discontinue his/her use of sick or other paid leave while he/she is on an FMLA leave that has been designated as such by the Director of Human Resources, he/she shall continue to receive his/her sick or other paid leave pursuant to this Policy or the relevant collective bargaining agreement throughout the period of his/her designated FMLA leave.

### **9. Payment of Health and Life Insurance Premiums**

- a. Employees on paid status will have their employee share of health and life insurance premiums (if applicable) deducted from their paychecks.
- b. Employees on unpaid status for less than one calendar month must pay the

## APPENDIX D

appropriate employee share of the premium directly to the City during the week that the deduction would have been made had the employee been on the payroll.

- c. Employees who are on unpaid status for more than one calendar month must pay the employee share of the premium directly to the City, one month in advance of coverage.
- d. Failure to submit such payment with thirty days will result in cancellation of benefits.
- e. Employees who fail to submit such payment will be notified by certified mail that their health/life insurance coverage will be cancelled after 15 more days of non-payment. Reinstatement to the City's plan will involve paying all past premiums owed to the City and may require insurance company approval.

### **10. Benefits Status/Accumulation**

- a. Employees on paid leave status will continue to accrue all leaves and benefits, including the accrual of sick, personal and vacation leave and the accrual of service time for all step, longevity and other time-based contractual benefits.
- b. Employees on unpaid leave status will have sick and vacation accruals and step and longevity dates adjusted pursuant to the applicable collective bargaining agreement.

### **11. Failure to Return to Work**

- a. An employee fails to return to work after any FMLA leave, unless failure to return is through no fault of the employee, the City will require reimbursement for health and life insurance premium payments. The City will recoup these payments through all legal means necessary.

### **12. Continued Leave**

If the employee finds that the 12 weeks of FMLA entitlement is not sufficient, the employee may continue on paid leave if he/she still has unused sick, personal or vacation leave or if there are voluntary donations of sick leave by other members of the employee's bargaining unit, or through the provision of voluntary coverage by other members of the employee's bargaining unit in accordance with the relevant collective bargaining agreement. If additional paid leave donations or voluntary coverage are not available, the employee may request an unpaid leave of absence in accordance with the relevant collective bargaining agreement. Any such request must be in writing to the applicable Chief, with a copy to the Human Resources Director. Any such request shall be honored to the extent permitted in the applicable collective bargaining agreement.

## APPENDIX D

### 13. Confidentiality

All application forms, including the health care provider forms that are submitted to the Director of Human Resources pursuant to this Policy shall be kept absolutely confidential by the Director, *i.e.*, they shall not be shared with anyone else in the Director's Office or in the Police or Fire Departments, or with any other department or agency of the City, other than the City Solicitor or the City's Labor Counsel for legal advice on the application of the FMLA policy to the individual situation. The forms shall not be shared with anyone else, whether employed by the City or not. Employees should submit forms in sealed envelopes marked "**Human Resources Director - Confidential.**" The forms shall be used only for the purpose of determining whether or not the absence of an employee is due to a serious health condition of the employee (other than a serious health condition as set forth in Section 4(1) above) or his family member as defined in the FMLA and in the applicable regulations. The Human Resources Director may notify the Fire Chief or Police Chief, the Taunton Retirement Board and the City Treasurer's office of an employee's status as being placed on FMLA leave.

### 14. No Discipline

None of the documents or information submitted to the Director of Human Resources pursuant to this Policy shall be used in any way for the purpose of disciplining or taking any adverse action against any employee, nor shall any such documents or information be referred to or introduced in any grievance, arbitration, civil service, prohibited practice, judicial or other type of legal proceeding, other than a proceeding in which the propriety of action that has been taken or not pursuant to this Policy is at issue.

### 15. Conflicts

Whenever there is a conflict between any provision of this Policy and the FMLA, the provision that is more beneficial to the employee shall govern.