

AGREEMENT BETWEEN THE  
TOWN OF PLYMOUTH, MASSACHUSETTS  
AND  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS  
AFL-CIO LOCAL 1768  
FROM  
**JULY 1, 2015 – JUNE 30, 2018**

## TABLE OF CONTENTS

<u>ARTICLE #</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
	Agreement	4
I	Recognition and Union Security	5
II	Retention of Civil Service Rights	6
III	Hours of Work and Overtime	7
IV	Vacations	13
V	Holidays	18
VI	Clothing Allowance	19
VII	Sick Leave	20
VIII	Other Types of Leave	22
IX	Attendance Standards and Policies	23
X	Pro-Rated Benefits	24
XI	Injured Leave	26
XII	Salaries and Compensation	28
XIII	Health and Welfare	30
XIV	Grievance and Arbitration Procedure	31
XV	Association Business Leave	33
XVI	Court Time	35
XVII	Temporary Service Out of Rank	36
XVIII	Rights and Privileges	37
XIX	Educational Increments & Emergency Medical Training	38
XX	Specialist Units	40
XXI	Management Rights	41
XXII	No-Strike Clause	42
XXIII	Stability of Agreement	43
XXIV	Separability	44
XXV	Fair Practices	45
XXVI	Transfers	46
XXVII	Safety Committee	47

XXVIII	Jury Duty	48
XXIX	Duration	49
XXX	Deferred Compensation	50
XXXI	Execution of Agreement	63
Appendix A	Salary Schedules	51
Appendix B	Side Letter on Health Insurance	52
Appendix C	Health Insurance Home Rule Petition	53
Appendix D-1	Fire Investigation Team	54
Appendix D-2	Hazardous Materials Response Team	55
Appendix D-3	Rescue Dive Team	56
Appendix D-4	Technical Rescue Team	58
Appendix E	Infectious Disease Control Policy	60
Appendix F	Economic Re-Opener Agreement	61
Appendix G	Drug and Alcohol Testing Policy and Program	62

## **AGREEMENT**

Pursuant to the provisions of Chapter 150E of the General Laws entitled "Labor Relations: Public Employees," this agreement is made and entered into between the Town of Plymouth, acting by and through its Board of Selectmen, and Local 1768, International Association of Fire Fighters, AFL-CIO, to be effective as of July 1, 2016

If no subsequent agreement is reached upon the expiration of this agreement, all policies and provisions of this agreement shall remain in effect until a new agreement is reached.

**ARTICLE I**

**RECOGNITION AND UNION SECURITY**

- A. The Town of Plymouth (hereinafter referred to as the Town) recognizes Local 1768, I.A.F.F., AFL-CIO (hereinafter referred to as either the Association, the Union or Local 1768) as the sole and exclusive bargaining agent for all full-time permanent uniformed members of the Fire Department excluding the positions of Chief and Deputy Chief.

Whenever the word “employees” or the phrase “member of the bargaining unit” or a similar designation is used in this Agreement, it shall be understood to refer to all full-time permanent uniformed members of the Fire Department excluding the positions of Chief and Deputy Chief.

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

- B. The Town 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.
- C. The Town agrees not to discharge or discriminate in any way against employees covered by the Agreement for Union membership or any Union activity not prohibited by Law.
- D. Any member of the bargaining unit who is not a member of Local 1768 shall, as a condition of employment during the life of this collective bargaining agreement, pay an agency service fee to the Local in an amount that is equal to the amount that is required to become a member and remain a member in good standing in Local 1768 and its affiliates to which membership dues and per capita fees are paid. The agency service fee requirement for any member of the bargaining unit who is not a member of Local 1768 shall begin on or after the thirteenth day (13<sup>th</sup>) following the commencement of his/her employment or the effective date of this Agreement, whichever is later. The Town agrees to deduct Union dues, assessments and/or the agency service fee from the salary of each member of the bargaining unit who signs an authorization permitting the deductions to be made. The dues, assessments and/or agency service fees that are so deducted shall be forwarded by the Town to the Secretary-Treasurer of the Local at the beginning of the month following the month for which the deductions have been made. This section of the contract shall be applied in conformance with Chapter 150E, Section 12, and Chapter 180, Section 17A, of the General Laws of Massachusetts.

**ARTICLE II**

**RETENTION OF CIVIL SERVICE RIGHTS**

A. 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.

B. For those purposes for which relative seniority is a factor under the contract, an employee's seniority shall be counted from the date of his/her entrance into the Fire Department. If an employee incurs a break in his/her service and subsequently re-enters the Fire Department, his/her seniority date shall be adjusted by a period of time that is equal to the period of the break in his/her service. In the event that two or more employees have the same seniority date, their relative seniority shall, if they have taken the Civil Service examination, be determined by their marks on that examination with the employee receiving the higher (or highest) mark being credited with the greater (or greatest) relative seniority.

**ARTICLE III**  
**HOURS OF WORK AND OVERTIME**

A. The regular work week for members of the fire fighting units shall be forty-two (42) hours. The regular work week for all members of the fire fighting units shall be made up of four (4) groups, or shifts, with each group rotating equally on duty for two (2) ten (10) hour days followed by two (2) fourteen (14) hours nights. The day shift shall be from 8:00 AM to 6:00 PM and the night shift shall be from 6:00 PM to 8:00 AM. The rotation of groups shall occur over the eight (8) seven (7) day cycles so that at the end of the eighth (8<sup>th</sup>) cycle each group shall have worked for three hundred and thirty-six (336) hours. Thereupon the same rotation shall be repeated.

B. Twenty-Four (24) Hour Shift

1. Effective December 1, 2011;

2. 1/2/1/4 configuration;

3. ~~Forty (40) consecutive hours of work maximum.~~ An employee that works fifty (50) consecutive hours is required to have eight (8) hours off prior to returning to duty.

a. Personnel are prohibited from working more than 50 consecutive hours; this includes exchange of duty, shift swaps, overtime, details, recall to duty and assigned shifts whether or not you are being paid. This will be referred to as the "50 hour rule."

b. A minimum of 8 (eight) consecutive hours "off duty time" is required prior to being able to return to work after reaching the 50 hour maximum. The 8 (eight) consecutive "off duty hours" resets the clock for the 50 hour maximum consecutive work hours.

c. Personnel shall not work excessive hours prior to their assigned shift without the minimum 8 (eight) hours off.

d. Personnel are responsible for tracking their work hours and must not accept shifts that will place them over the 50 hour maximum consecutive hours.

e. The Chief of Department may waive the 50 hour rule on a case by case basis after consideration of the needs of the department.

f. Personnel that are recalled to duty and are in jeopardy of working excessive consecutive hours prior to their assigned shift shall immediately notify their Company Officer and the Shift Commander of the situation, the shift commander may request the Chief of Department to waive the 50 hour rule or relieve the member to ensure he/she is able to report for his/her shift and be in compliance with the 50 hour rule.

g. Personnel that are recalled to duty and are in jeopardy of violating the "50 Hour Rule" shall notify their Company Officer and the Shift Commander of

the situation, the shift commander may request the Chief of Department to waive the 50 hour rule or relieve the member from duty to be in compliance with the 50 hour rule.

4. Sick time, personal leave and vacation leave may be used in ten (10) and/or fourteen (14) hour segments; and
5. ~~The circuit breaker is based on an annual seven (7) sick leave day Firefighter average. For the purposes of calculating annual sick leave usage, serious illness or injuries causing an absence of thirty (30) or more consecutive days shall not be included in the average sick leave usage calculation. Sick leave usage will be measured at the end of every calendar year.~~
6. ~~Continuation of the twenty-four (24) hour work schedule in succeeding years shall be subject to the foregoing conditions. If the circuit breaker provision is activated, the Town may provide sixty (60) days notice to the Union that it intends to discontinue the twenty-four (24) hour shift. During the sixty (60) days notice period, the Town agrees to meet and discuss with the Union the circuit breaker in connection with the twenty-four (24) hour shift, including savings to the Department and reduction in absenteeism.~~
7. All sick leave used during an illness or injury-caused absence of thirty (30) or more consecutive calendar days shall be excluded from the per Firefighter annual, average, eight (8) sick leave day utilization calculation. A ten (10) or fourteen (14) hour shift segment shall count as one (1) sick leave day. A twenty-four (24) hour shift shall be credited as two (2) sick leave days.
8. The system for mandated overtime will run from the most junior in rank to the most senior in rank.

~~A. Twenty-Four (24) Hour Shift—Circuit Breaker~~

1. ~~The circuit breaker shall be maintained, however, it shall not be applied in calendar year 2014 regarding 2013 sick leave. The twenty-four (24) hour shift shall continue throughout calendar year 2014. In calendar year 2014, a per Firefighter annual average, eight (8) sick leave day circuit breaker shall be applied to the twenty-four (24) hour shift continuation in calendar year 2015. All sick leave used during an illness or injury-caused absence of thirty (30) or more consecutive calendar days shall be excluded from the per Firefighter annual, average, eight (8) sick leave day utilization calculation. A ten (10) or fourteen (14) hour shift segment shall count as one (1) sick leave day. A twenty-four (24)~~

C. Members of the bargaining unit who respond to a box alarm when off duty or who are called back for standby duty, forest fire fighting, snow shoveling, forest fire patrols, pump jobs, or for any other reason, shall be compensated for all such time at overtime

rates as hereinafter defined, but in no event for less than three (3) hours at such overtime rates. All overtime, after the three (3) hour minimum, shall be paid in half-hour increments for each half-hour or fraction thereof. Persons who are held over or called back or who report in for overtime shall be released at the discretion of the Chief or the designated officer acting in his stead.

If a call back due to an alarm occurs fifteen (15) minutes prior to a tour of duty, men arriving for duty shall not receive any compensation for overtime or callback. Men who are required to extend their tour of duty beyond fifteen (15) minutes shall receive a minimum of one (1) hour's pay at time and one-half and thereafter in units of one (1) hour's pay at time and one-half for each hour or any fraction thereof. If a call back due to an alarm occurs and a firefighter does not arrive within forty-five (45) minutes of the alarm, s/he shall be paid at an hourly rate of time and one-half starting at the time of his/her arrival.

Firefighters who respond to a subsequent alarm within the said three (3) hour period after being released shall be paid for that subsequent alarm on the same three (3) hour minimum basis as the first. After the first such alarm, the firefighters will ordinarily be released after the apparatus is back in service except that where the Chief determines that adverse weather conditions warrant it or that a pattern of false alarms has developed, s/he may require the firefighters to remain on duty.

Members of the bargaining unit shall be expected to work a reasonable amount of overtime as a condition of their employment provided that they are given as much advance notice as possible of the overtime that they are expected to work and provided further that such overtime is allocated and compensated in accordance with the terms of the contract.

D. An employee may be excused from duty for an emergency only, for a reasonable amount of time, with the approval of the Chief of the Department or officers acting in his stead.

E. Full-time uniformed employees of the Fire Department shall have first refusal on all overtime, snow shoveling, shoveling out hydrants, pump details, fire watches and forest fire patrols in their area of first due response as they have had in the past.

F. Overtime pay for members of the bargaining unit shall be computed by multiplying 1/40<sup>th</sup> of the employee's regular weekly salary by one and one-half. No overtime payment shall be for less than three (3) hours except as otherwise specified herein.

G. 1. The three staff positions of Fire Prevention Lieutenant, Fire Prevention Captain and Training Captain will each be scheduled for forty (40) hours per week consisting of four (4) consecutive ten (10) hour days.

2. The regular workweek for these three positions will either be from Monday to Thursday or from Tuesday to Friday. However, if the Chief should agree to a different

schedule of days for any week or weeks with one or more of the employees in these positions, the revised schedule will be implemented subject to the following conditions:

- a) The schedule work week for the employees in these three positions shall always be forty (40) hours per week, which shall consist of either a Monday to Thursday work week, a Tuesday to Friday work week or a two week cycle consisting of Monday to Thursday one week and Tuesday to Friday the following week or vice-versa.
  - b) Employees in these positions shall have off without any loss in pay all of the paid holidays listed in Article V that falls on one of their scheduled work days and any such holiday will be credited as ten (10) hours worked for the purpose of determining the workweek of the staff positions.
2. The work schedule for the employees in these positions shall be updated on an annual basis showing the days that each such employee is scheduled to work and the days that they are scheduled to be off over the course of the following twelve (12) months. Each updated annual work schedule for the next twelve (12) months will be agreed upon between the Chief and the individual employees and be submitted to the President or Vice President of Local 1768 for their review for compliance with the terms of this Section F. The updated work schedules will then be posted each year so that all members of the Department will be aware of the work schedules of the employees in the staff positions for the next twelve (12) months.
4. The regular hours of work for the employees in these positions will be from 0700 to 1700. However, if the Chief should agree to a different schedule of ten (10) consecutive hours of work with one or more of the employee in these positions, such revised schedule will be implemented.
5. The employees in these positions shall be eligible for overtime within their field beyond their normal schedule and they will be paid at the rate of time and one half for that overtime. They may also be eligible for fire suppression overtime on their days off from 1800 of their last scheduled workday during any given week to 0800 of their first scheduled workday the following week. If any period of overtime overlaps with the normal start time of a regular workday by virtue of the proceeding sentence, such regular work time will be made up during that work week. When no member of either one of the two fire suppression groups on a day off is available to work an available overtime shift and the members of the group on the opposite working shift that day thereby become eligible for the available overtime shift, the employees in the three staff positions will also be eligible for the overtime assignment in the order in which they appear on the list being used. For example, if there is an overtime slot available on a night shift on which Group 2 is working, and on which Group 3 is working the day shift, and there are no members from either Group 4 or Group 1 (the two groups on their day off) who are available to work the overtime assignment, the members of Group 3 as well as the Fire Prevention and

Training Officers shall be eligible to be called in for the available overtime assignment in the order in which their names appear on the overtime list being used.

6. The employees in these three staff positions shall receive, in addition to their regular salaries, an annual payment of one-hundred dollars (\$100) for each month, or portion thereof, that they are assigned to that position.

7. Both the Fire Prevention Captain and the Training Captain will be required to serve in their respective positions for a minimum of three (3) years. The Fire Prevention Lieutenant shall be required to serve in that position for a minimum of Two (2) years. The minimum service periods for the incumbents in these positions as of April 17, 2001 shall be computed from the date of their respective assignments at the beginning of the six-month trial period which began on that date. However, notwithstanding the foregoing minimum service periods, an employee's service in one of these positions shall end immediately upon his/her promotion to a higher rank or upon his/her retirement, resignation or other termination of employment, or upon his/her removal from the position by the Chief before the minimum service period is completed.

8. No later than six (6) months prior to the end of an employee's minimum service period in one of these positions, the employee shall notify the Chief in writing whether, at the conclusion of his/her minimum service period, s/he wishes:

- a) Either to remain in his/her position and, if so, for how many years, provided that any such extension may not exceed the aforesaid minimum service periods of either two (2) or three (3) years.
- b) To be transferred from their staff position to a position in the Fire Suppression Force or to a different staff position.

9. If an employee requests under Subsection 8(b) above to be transferred out of his/her staff position at the conclusion of the minimum service period, that request shall be granted. However, if the employee requests under Subsection 8(a) above to stay in his position the Chief shall have the discretion to grant or not grant that request. The Chief will communicate in writing his response to the employee's request within thirty (30) days of the Chief's receipt of the request. The Chief retains the discretion to remove an employee from a staff position either upon or prior to the completion of the minimum service period for that position.

10. In the event that one of these staff positions is vacated pursuant to Subsections 7, 8, and/or 9 of this section or for any other reason and in the event that the posting for the resulting vacancy in the position does not produce a qualified applicant who is acceptable to the Chief, it is understood that the Chief has the right to transfer an Officer in the appropriate rank to the vacant position without regard to seniority.

H. Overtime shall be distributed equally and impartially to all personnel covered by this Agreement. The Deputy Chief shall meet with the members of the Association's Negotiating Committee at least once every three (3) months for the purpose of discussing the guidelines and administration of the overtime distribution system.

## ARTICLE IV

### VACATIONS

(Effective July 1, 2016)

A. An employee in continuous service shall be granted ~~two (2)~~ **one (1)** weeks' vacation with pay provided s/he has completed thirty (30) weeks of service prior to July 1st. ~~Firefighters must give twenty-four (24) hours notice in advance of using vacation leave to the Fire Chief or his designee.~~

B. An employee with less than thirty (30) weeks' employment of a continuous nature as of July 1st shall be granted ~~eight (8)~~ **four (4)** hours of vacation with pay for each full month of continuous service completed prior to July 1st, but not to exceed ~~forty-eight (48)~~ twenty four (24) hours of vacation.

C. An employee who has completed five (5) years of service shall, in the year in which this length of service has been completed, be granted ~~three (3)~~ **two (2)** weeks of vacation with pay.

D. An employee who has completed ten (10) years of service shall, in the year in which this service has been completed, be granted ~~four (4)~~ **three (3)** weeks of vacation with pay.

**E. An employee who has completed fifteen (15) years of service shall, in the year in which this service has been completed, be granted four (4) weeks of vacation with pay.**

**F. Firefighters must give twenty-four (24) hours' notice in advance of using vacation leave to the Fire Chief or his designee.**

G. Upon the death of an employee who is eligible for vacation under these rules, payment shall be made to the estate of the deceased in an equal amount to the vacation allowance as accrued in the vacation year prior to the employee's death but which has not been granted. In addition, payment shall be made for that portion of the vacation allowance earned in the vacation year during which the employee died up to the time of his/her separation from the payroll.

H. Employees who are eligible for vacation under these rules and those whose services are terminated by dismissal through no fault or delinquency of their own, or by retirement, or by entrance into the Armed Forces, shall be paid an amount equal to the vacation allowance as earned, and not granted, in the vacation year prior to such dismissal, retirement, or entrance into the Armed Forces. In addition, payment shall be made for that portion of the vacation allowance earned in the vacation year during

which such dismissal, retirement or entrance into the Armed Forces occurs up to the time of the employee's separation from the payroll.

I. Absences on account of sickness in excess of that authorized under the rules therefore or for personal reasons as provided for under other leave may, at the discretion of the Chief, be charged to vacation leave.

J. An employee, unless receiving pay for such a day or date under the provisions of Section 57A of Chapter 48 of the General Laws, shall be granted an additional day of vacation if, while on vacation leave, a designated holiday occurs which falls on or is legally observed on Monday, Tuesday, Wednesday, Thursday or Friday.

K. Vacation allowance provided under the terms of this section will be calculated on a twelve-month ~~month~~ period commencing on July 1st and ending June 30th, and these allowances must be taken in the twelve-month period that immediately follows. In unusual circumstances, exceptions may be granted by the Chief. Such vacations shall be granted by the Chief at such time as, in his opinion, will cause the least interference with the performance of the regular duties of the Department.

L. Each week of vacation to which a member of the bargaining unit is entitled shall consist of forty-eight (48) hours in accordance with the following schedule:

One week	48 hours
Two weeks	96 hours
Three weeks	144 hours
Four weeks	192 hours

Such vacation may be taken as day tours of ten (10) hours or night tours of fourteen (14) hours and may be taken either a tour (or tours) at a time or on a weekly basis or in any combination thereof. In addition, members shall be permitted to take earned vacation time in segments of four (4) hours or more in order to attend classes, courses, workshops, training sessions or seminars that qualify for educational increments under Article XIX with the administrative procedures for implementing this procedure being mutually developed by the Chief and the Union. **Any employee with fewer than ten (10) hours of vacation time remaining to his/her credit at the end of any fiscal year shall be reimbursed for any such unused vacation hours at his then regular hourly rate of pay. Such employees shall receive the reimbursement for their unused vacation hours by the first full pay period in July.**

M. The privates shall select their vacations on the basis of their seniority which shall be determined by the date of the commencement of their employment in the Department. In those stations in which four (4) or more individuals are assigned per shift, two privates on any given shift may be on vacation simultaneously. The officers – Captains and Lieutenants – shall select their vacations on the basis of their seniority which shall

be determined by the date of the commencement of their employment in the Fire Department.

N. Employees who are entitled to either three (3) or four (4) weeks of vacation with pay may, at their option upon thirty (30) days' notice and with the approval of the Chief, elect to work during either their third or fourth week of vacation. Employees who volunteer to work during one or two weeks of the vacations to which they are entitled shall be paid their regular week's pay for the week or weeks in questions in addition to their vacation pay.

O. Personal time and vacation time are separate in terms of use, they cannot be combined to equal a full shift segment.

#### Personal Time (Effective July 1, 2016)

- A. An employee in continuous service shall be granted one (1) week personal time with pay provided he has completed thirty (30) weeks of service prior to July 1<sup>st</sup>.
- B. An employee with less than (30) weeks' employment of continuous nature as of July 1<sup>st</sup> shall be granted four (4) hours of personal time with pay for each full month of continuous service completed prior to July 1<sup>st</sup>, but not to exceed twenty-four (24) hours of personal time.
- C. Employees must request their personal time no less than 1.5 hours prior to scheduled shift start time.
- D. Upon the death of an employee who is eligible for personal time under these rules, payment shall be made to the estate of the deceased in an equal amount to the personal time allowance as accrued in the vacation year prior to the employee's death but which has not been granted. In addition, payment shall be made for that portion of the personal time allowance earned in the vacation year during which the employee died up to the time of his separation from the payroll.
- E. Employees who are eligible for personal time under these rules and those whose services are terminated by dismissal through no fault or delinquency of their own, or by retirement, or by entrance in the Armed Forces, shall be paid an amount equal to personal time allowance as earned, and not granted, in the vacation year prior to such dismissal, retirement, or entrance into the Armed Forces. In addition, payment shall be made for that portion of the personal time allowance earned in the vacation year during which such dismissal, retirement or entrance in the Armed Forces occurs up to the time of the employee's separation from the payroll.
- F. Absences on account of sickness in excess of that authorized under the rules therefore or for personal reasons as provided for under other leave may, at the discretion of the Chief, be charged to personal time.

- G. An employee, unless receiving pay for such a day or date under the provisions of Section 57A of Chapter 48 of the General Laws, shall be granted an additional day of personal time if, while on personal time leave, a designated holiday occurs which falls on or is legally observed on Monday, Tuesday, Wednesday, Thursday, or Friday.
- H. Personal time allowance provided under the terms of this section will be calculated on a twelve-month period commencing on July 1<sup>st</sup> and ending June 30<sup>th</sup>, and these allowances must be taken in the twelve-month period that immediately follows. In unusual circumstances, exceptions may be granted by the Chief. Such personal time shall be granted by the Chief at such time as, in his opinion, will cause the least interference with the performance of the regular duties of the Department.
- I. Each week of personal time to which a member of the bargaining unit is entitled shall consist of forty-eight (48) hours in accordance with the following schedule:

One week                      48 hours

Such personal time may be taken as day tours of ten (10) hours or night tours of fourteen (14) hours and may be taken either a tour (or tours) at a time or on a weekly basis or in any combination thereof. In addition, members shall be permitted to take earned personal time in segments of four (4) hours or more in order to attend classes, courses, workshops, training sessions or seminars that qualify for educational increments under Article XIX with the administrative procedures for implementing this procedure being mutually developed by the Chief and the Union. Any employee with fewer than ten (10) hours of personal time remaining to his/her credit at the end of any fiscal year shall be reimbursed for any such unused personal time hours at his then regular hourly rate of pay. Such employees shall receive the reimbursement for their unused personal time hours by the first full pay period in July.

- J. The privates shall select their personal time on the basis of their seniority which shall be determined by the date of the commencement of their employment in the Department. In those stations in which four (4) or more individuals are assigned per shift, two privates on any given shift may be on personal time simultaneously. The officers – Captains and Lieutenants – shall select their personal time on the basis of their seniority which shall be determined by the date of the commencement of their employment in the Fire Department.
- K. Employees who are entitled personal time with pay may, at their option upon thirty (30) days' notice and with the approval of the Chief, be paid their regular week's pay or paid for the hours in question.

- L. Personal time and vacation time are separate in terms of use, they cannot be combined to equal a full shift segment

Compensatory Time  
(Effective July 1, 2016)

The following compensatory time may be accumulated for new hires during their first 18 months (or less) of employment and then the ability to earn compensatory time ceases:

- a. Comp time may be accrued at a maximum of 48 hours over six month consecutive period.
- b. Comp time must be used within six months of earning it or it will be paid as overtime.
- c. At no time can comp time 'on the books' for the employee exceed 48 hours.
- d. Once an employee obtains 1 week of Personal and 1 week of vacation they are no longer eligible to earn comp time.
- e. For the purposes of notice to request compensatory time it will fall under the same provision as personal time.

**ARTICLE V**

**HOLIDAYS**

A. The following holidays shall be paid holidays for all members of the Department and they will be celebrated as designated by State statute:

- |                        |                  |
|------------------------|------------------|
| New Year's Day         | Labor Day        |
| Martin Luther King Day | Columbus Day     |
| President's Day        | Veteran's Day    |
| Patriot's Day          | Thanksgiving Day |
| Memorial Day           | Christmas Day    |
| Independence Day       |                  |

B. Members of the bargaining unit shall have the option of receiving their holiday pay for each of the aforesaid holidays separately during the week following the holiday or in a lump sum payment that is payable, at the members' option, either during the first week in December or during the first week in June.

## ARTICLE VI

### CLOTHING ALLOWANCE

(Effective July 1, 2016)

- A. ~~All uniformed members of the Fire Department in compensation grades F-1 to F-3 shall receive a clothing allowance of \$500, a portion of which may be spent on safety glasses if the member so desires. Except for new members in Grade F-1, the annual clothing allowance shall be paid to each member in a lump sum in the first pay period in July each year. The initial allowance for persons in Grade F-1 shall be paid at the conclusion of the six-month probationary period. Effective July 1, 2004, the foregoing clothing allowance of \$500.00 shall be increased to \$599.~~  
All members covered under this agreement receive a clothing allowance of \$750.00. The annual clothing allowance shall be paid to each member in a lump sum in the first pay period in July each year.
- B. In addition to clothing ~~and safety glasses~~, the annual clothing allowance may also be spent on any other safety devices or other equipment that may be utilized in the performance of the firefighter's duties that is not provided by the Town.
- C. Upon initial appointment to the Fire Department, new members of the bargaining unit shall be provided by the Town with a complete turnout ensemble for both structural and woods fires including helmets, boots (for structural fires only) and gloves. Thereafter, they shall be eligible for the same clothing allowance as other members of the bargaining unit. The Town shall be responsible for the maintenance, upkeep, repair and replacement of the turnout ensembles that it provides for the members of the Fire Department except for the boots and gloves which shall be the members' responsibility.
- D. Upon initial appointment to the Fire Department all firefighters will be provided (3) Three Class B uniform shirts and (3) three class B uniform pants.

## **ARTICLE VII**

### **SICK LEAVE**

- A. An employee in continuous employment shall be allowed one and one-quarter days of sick leave for each month or employment that is completed except that an employee who begins his/her continuous employment before June 1<sup>st</sup> of any calendar year shall, on the following January 1<sup>st</sup>, be credited with fifteen (15) days of sick leave for his/her service up to that date minus any sick leave days that s/he actually used during that period of time. Sick leave is intended to be used for the illness, injury or disability of an employee which prevents him from performing his/her normal duties.
- B. Members of the bargaining unit shall be permitted to use up to five (5) days of their annual sick leave entitlement or their sick leave accumulation in the case of a serious illness in their immediate family consisting of their spouse, child or other relative who lives in the same household as the employee. Such family sick leave shall be subject to the authorization and reporting procedure described in Section F.
- C. An employee in continuous employment shall be credited with the unused portion of leave granted under Section A up to a maximum of two hundred (200) day during the term of this Agreement.
- D. If the amount of leave credited under Section B has been or is about to be exhausted, an employee may make application for additional allowance to that provided under Section A. Such application shall be made to the Chief who shall, in his discretion, determine whether to grant additional sick leave.
- E. Sick leave must be authorized by the Chief and must be reported on blanks provided by the Chief.
- F. The Chief may require a medical examination or medical certificate for any employee who reports his/her inability to report for duty because of an illness after an employee has been absent for four (4) consecutive shifts or before then in the case of an employee who has, in the Chief's opinion, previously used excessive sick leave. This examination or medical certificate shall be at the expense of the Town by a physician appointed by the Chief.
- G. An employee may be absent from duty without loss of sick leave and without loss of pay for any period of time when s/he is absent because of injury or illness sustained in the line of duty directly related to the performance of said duty for which s/he is entitled to compensation under the provisions of General Laws Chapter 41, 111F. He shall be entitled to receive full pay during any such period that s/he is totally incapacitated for these reasons. Nothing in this section shall be construed to conflict with Section 100 of Chapter 41 of the General Laws nor to affect the eligibility of

uniformed regular members of the Fire Department in regard to payment for holidays.

- H. The Fire Department shall maintain a record for each employee showing all of his/her used and accumulated sick leave. During the month of July each year, the Fire Department shall supply a written statement setting forth the number or the accumulated sick leave tours for each full-time permanent uniformed member of the Fire Department.
- I. Any member of the bargaining unit who permanently retires from the Fire Department with ten (10) years or more of continuous service shall be paid a sick leave redemption for half of his/her unused accumulated sick leave days at the rate of \$25 per day up to a maximum of \$2,500. The same payment shall be made to the designated beneficiary or estate of a member of the bargaining unit who should die after having completed ten (10) years for more of continuous service at the time of his/her death.
- J. The Town and the Union agree that the maintenance of good health and physical fitness is important to the successful performance of all duties and functions of the employees. Employees may be required to complete an annual physical examination paid for by the Town.
- K. An employee who is incapacitated because of a non-job related illness or injury may seek to return to limited duty, subject to the approval of the Chief. Alternatively, an employee may be recalled to limited duty by the Town subject to all of the procedures and provisions set forth in Article XI, Sections C-G, that are applicable to employees who are injured in the line of duty.
- L. Sick Time Incentive: To begin July 1, 2016, any employee covered by this agreement will receive one (1) ten hour personal day for every six months no sick time is utilized.

For the purpose of this section, the six month periods will commence on July 1<sup>st</sup> and January 1<sup>st</sup>.

Any personal time accrued secondary to this section, must be used in the six months immediately following its accrual, or it will be forfeited.

For the purpose of this section, sick time includes family sick time.

This benefit will not be calculated for members out on IOD (Injury on Duty), however an employee that has been granted injury on Duty status by the Fire Chief and recovers and returns to full duty within 10 calendar days will not be precluded from earning this benefit.

## ARTICLE VIII

### OTHER TYPES OF LEAVE

- A. Emergency leave of up to four (4) days may be allowed in the event of a death in the employee's immediate family consisting of his/her spouse, mother, father, child, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents and grandchildren. Said leave shall commence upon the date of death and run consecutively, but shall in no event exceed four (4) calendar days. A night tour that begins on the fourth day shall be considered to be the fourth calendar day for the purpose of computing the time period allowed under this section. Where circumstances warrant, the commencement of the leave may be altered at the discretion of and with the approval of the Chief.
- B. Absences for personal reasons may be charged to vacation leave upon application by the employee and approval by the Chief. Such absences, however, may not be charged to vacation leave beyond that which the employee has earned by the time of such application.
- C. Members of the military reserve on brief tours of military duty such as the annual two-week tour of duty may be compensated by the Town for the difference between the employee's regular pay and that received on military duty. Such tours shall not be counted against vacation allowance. Firefighters who are called to active duty will be paid in the same way as all other Town employees, consistent with the existing Town policy; that is, the individuals will be paid only the difference between their total military compensation, including allowances, in the individual's regular Town pay for the period in question, assuming that the individual's Town pay is higher than the individual's total military compensation including allowances. If, in the future, Town employees are paid in some other manner, firefighters will be afforded equal pay treatment.
- D. Employees covered by this Agreement shall be permitted to substitute or exchange time of duty with members within the Department only upon prior approval of the Chief of the Fire Department.
- E. As of July 1, 2016, all exchange of duty (swaps) will be repaid within 90 (ninety) calendar days from the date of the initial swap.

## ARTICLE IX

### ATTENDANCE STANDARDS AND POLICIES

- A. Employees are expected to be at work on a regular, continuing and consistent basis. An excessive or unusual amount of absence from work is contrary to the employer's attendance expectations and requirements. For example, an employee who either exceeds the average number of separate instances of absence and/or who uses all of his/her annual sick leave in any year without major illness or surgery, may, depending upon the circumstances, be considered to be excessively absent and may, depending upon the circumstances, be subject to disciplinary action.
- B. An employee must notify, in writing, his/her Department Head if the employee's driver's license is suspended, revoked, or restricted in any way. Failure to provide this notification immediately may be grounds for immediate termination.

## ARTICLE X

### PRO-RATED BENEFITS

- A. Employees who are absent from duty on a long-term basis (with or without compensation except for employees who are receiving sick leave compensation pursuant to Article VII) shall have certain benefits pro-rated according to the amount of time that they are absent from work during a fiscal year. The benefits that are subject to pro-rating are:
1. Clothing allowance
  2. Vacations
  3. Sick Leave
  4. **Personal Time**
- B. In the fiscal year in which the long-term absence begins, the following formula shall be applicable:
1. Employees who are absent for six (6) months or less will have no pro-ration of benefits.
  2. Employees who are absent more than six (6) months but less than nine (9) months will have these benefits pro-rated by 50%.
  3. Employees who are absent more than nine (9) months but less than twelve (12) months will have these benefits pro-rated by 75%.
- C. In any subsequent fiscal year of the same long-term absence following a fiscal year in which the employee has been absent for six (6) months or more due to the same reason, the following formula will be applicable:
1. The employees who do not perform any work for the Town for the entire fiscal year shall receive none of the listed benefits for that year.
  2. Employees who are absent from work for more than nine (9) consecutive months in a fiscal year shall earn or be paid 25% of the listed benefits.
  3. Employees who are absent from work for more than six (6) consecutive months in a fiscal year shall earn or be paid 50% of the listed benefits.
  4. Employees who are absent from work for more than three (3) consecutive months in a fiscal year shall earn or be paid 75% of listed benefits.

5. Employees who are absent from work for less than three (3) consecutive months in a fiscal year shall earn or be paid 100% of the listed benefits.

D. This pro-ration of benefits Article shall not be applicable to any member of the bargaining unit who was injured on duty status as of February 14, 1987.

## ARTICLE XI

### INJURED LEAVE

- A. Whenever a firefighter is incapacitated from performing any of the duties of a fire fighter because of an injury sustained in the performance of his/her duty without fault or gross negligence of his own, s/he shall be granted leave without loss of pay for the period of such incapacity, provided that no such leave shall be granted for any period after such firefighter has been retired or pensioned in accordance with law. Leave without loss of pay for a fire fighter who is on a leave of absence in accordance with either the provisions of this Agreement and/or other applicable statutes shall include his/her regular pay and other benefits which, however, shall be subject to being pro-rated to the extent that is specifically set forth in this Agreement.
- B. The said leave shall terminate when a physician designated by the Town determines that such incapacity no longer exists pursuant to Chapter 41, Section 111F of the Massachusetts General Laws.
- C. The said leave shall also terminate when a physician appointed by the Town determines that the firefighter is capable of performing some (one or more) limited (less than full) firefighter duties on either a full-time or less than full-time basis provided that there is no disagreement with that determination by the firefighter's attending physician; an emergency room physician who treats an injured firefighter shall not be considered to be his/her attending physician unless the injured fire fighter subsequently designates him as such. In the event of any such disagreement between the Town's appointed physician and the firefighter's attending physician, the Town and the firefighter, with the assistance of their respective physicians if they so desire, shall mutually agree upon a third impartial physician who is a specialist in the field of medicine in which the firefighter's injury falls from among the staff physicians in that specialty at the Massachusetts General Hospital, the Brigham and Women's Hospital and/or University Hospital in Boston. The Town shall pay all of the costs and expenses incurred in connection with the examination of the fire fighter by the third physician whose determination shall be binding upon both the Town and the firefighter. Until such time as the third impartial physician renders a determination that the firefighter is capable of performing some limited firefighter duties on either a full-time or less than full-time basis, s/he shall continue to be on injured leave pursuant to Chapter 41, Section 111F of the General Laws.
- D. The limited duty tasks to which a firefighter may be assigned shall consist only of tasks that are normally performed by firefighters in Plymouth. Assignments to limited duty tasks shall be made by the Chief, who also may change the assignments subject to the provision that any such assignment can only be to tasks that are normally performed by firefighters in Plymouth. The Chief shall assign a firefighter on limited duty status only to his/her regular group.

- E. Once a firefighter has been determined to be capable of returning to limited duty status, s/he shall immediately become eligible for all rights and benefits provided under this Agreement irrespective of whether or not s/he is actually called back to limited duty status.
- F. Once a firefighter has been recalled to limited duty status, s/he shall remain in such status either until such time as s/he is medically determined to be capable of returning to full duty status or unless s/he re-injures himself in which case s/he will be required to comply with all of the procedures that are regularly followed when a firefighter goes out on injured leave pursuant to Chapter 41, Section 111F of the General Laws.
- G. A firefighter on limited duty status shall not be counted in determining the normal complement for any purpose under this Agreement.
- H. In order to be eligible for injured leave as a result of either a total or partial incapacity caused by an injury which occurred in the performance of the firefighter's duty without fault or gross negligence of his/her own, the firefighter must fully comply with the promulgated procedures and policies of the Plymouth Fire Department. Fire fighters who are on injured leave status shall comply with the Fire Department's rules, regulations and policies relative to such leaves. Furthermore, they shall take all reasonable steps to hasten their return to active and/or full duty status including the avoidance of any activity that might jeopardize or slow their recovery as well as adhering to all prescribed medical treatment and therapies.

**ARTICLE XII**

**SALARIES AND COMPENSATION**

A. The salary schedules to be in effect during the term of this Agreement, which incorporate the across the board increases listed below, are set forth in Appendix A which is attached hereto:

<del>FY 13 (effective July 1, 2012)</del>	<del>1.0%</del>
<del>FY 13 (effective January 1, 2013)</del>	<del>1.0%</del>
<del>FY 14 (effective July 1, 2013)</del>	<del>1.0%</del>
<del>FY 14 (effective January 1, 2014)</del>	<del>1.0%</del>
<del>FY 15 (effective July 1, 2014)</del>	<del>2.5%</del>
FY16 (effective July 1, 2015)	2.0%
FY17 (effective July 1, 2016)	2.0%
FY18 (effective July 1, 2017)	3.0%

B. Base Salary Equity Adjustments

1. Effective July 1, 2013, a 1% across-the-board wage increase applied to the salary schedule in effect on June 30, 2013
2. Effective June 30, 2015, a 1% across-the-board wage increase applied to the salary schedule in effect on June 29, 2015

C. All members of the bargaining unit shall receive a night shift differential of 2.5% of their base salary for all hours between 6:00 PM and 8:00 AM for which they are regularly scheduled and for which they actually work. The night shift differential shall be included in an employee's base salary for retirement purposes, but not for overtime computational purposes.

D. Members of the Fire Department who have completed twenty (20) years of service, shall receive an annual longevity payment in the amount of \$550 in accordance with the terms set forth in this section. The longevity payment shall be paid in a lump sum during the first week of the month of November except that if an employee retires after July 1, he shall receive his full longevity pay for that year in a lump sum with his final week's pay.

E. In recognition of the training and service provided by the members of the Fire Department in connection with the operation of the semi-automatic defibrillator and other medical services and devices that are or may be required as part of the members' certification as First Responders, or as required by the Chief, short of EMT certification, all members of the bargaining unit, except those who fail to earn and maintain certification on the devices in question, shall receive a Medical Technology Stipend of \$250 in a lump sum ~~by separate check~~ during the month of January before January 15.

- F. The first step rate increases in their rank for both newly appointed and newly promoted members of the Fire Department shall be implemented on the January 1<sup>st</sup> or July 1<sup>st</sup> following his/her completion of thirty (30) weeks of service in that rank, whichever is earlier.

In the case of newly promoted members, continuous service in their new rank on an acting or out of grade basis immediately prior to their permanent promotion to that rank shall be included in the computation of their thirty (30) weeks of service in that rank.

All subsequent step rate increases in that rank shall be implemented on the anniversary date of their first step rate increase in that rank – i.e. either January 1<sup>st</sup> or July 1<sup>st</sup>.

G. Rank Differential (Steps)

1. Effective July 1, 2012, following the application of cost-of-living and base salary equity adjustments, a Firefighter step 6 promoted to Lieutenant shall be promoted to Lieutenant step 2.
2. Effective July 1, 2012, a Lieutenant step 4 promoted to Captain shall be promoted to Captain step 2.
3. Firefighters and Lieutenants so promoted shall thereafter on the twelve (12) month anniversaries of their promotions receive annual step increases, beginning at step 3.

H. Employees are eligible for a 15% deferred compensation match. See Article XXX.

## **ARTICLE XIII**

### **HEALTH AND WELFARE**

A. It is agreed that should any change occur in the statutes affecting health and welfare plans, this Agreement will be immediately reopened for negotiation on this subject.

B. The Union and the Town agree to incorporate the terms of the Health Insurance Home Rule Petition having been modified to conform to this agreement as follows:

1. Notwithstanding any general or special law to the contrary, any employee who retired or will retire from the service of the Town of Plymouth after February 26, 1998 and is enrolled in a health or dental plan offered by the Town as of July 1, 2003 or at least five (5) years before their retirement, their spouse and dependents, shall be entitled to receive the same percentage of premium contribution provided by the Town on the date of hire of the employee (but no greater than ninety 90 percent,) for so long as the retiree remains continuously enrolled in the benefit plan, notwithstanding any alteration in health plan premiums by the Town.

2. The Town will pay eighty percent (80%) of the premiums for the employees' medical insurance benefits and ninety-nine percent (99%) of the premiums for the employees' life insurance benefits. The employees' twenty percent (20%) share of the health insurance premiums shall be deducted from their pay on a pre-tax basis pursuant to the applicable state and federal laws permitting the pre-tax deduction of the employees' share of such medical insurance premiums.

3. If the commonwealth mandates an increase in the minimum percentage contribution active employees only must pay toward their health insurance, the provisions of this section governing the percentages to be paid by retirees shall not be affected.

C. Attached hereto as Appendix B is a side letter on Health Insurance. Also attached hereto as Appendix C is the Health Insurance Home Rule Legislation dated June 30, 2003.

## ARTICLE XIV

### GRIEVANCE AND ARBITRATION PROCEDURE

A. Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner, but no grievance or dispute involving a refusal to comply with orders of a superior shall be initiated by an employee or employees unless the orders in question have first been complied with by the employee or employees.

Step 1. The Union Steward and/or representative, with or without the aggrieved employee or employees, shall take up the grievance in writing with the Chief within ten (10) week days from the date the grievance arises. As used herein and throughout Article XIV, "week days" means Monday through Friday exclusive of legal holidays. The Chief of the Department shall attempt to adjust the matter and shall respond in writing to the Steward within ten (10) week days. All grievances shall be submitted in writing to the Chief and shall list the articles allegedly violated with a brief statement of the facts so as to indicate the nature of the claim. If a grievance is appealed to the next step, then a letter from the Association indicating that the grievance is being appealed to the next step because a satisfactory resolution was not achieved at the previous step must accompany the written grievance. The Association must also attach a copy of the written response it received at the previous step. If any such grievance is not filed at Step 1 within ten (10) weeks days after knowledge or reason to know of the occurrence or failure of occurrence of the incident upon which the grievance is based, it shall be deemed waived. Any grievance in process shall also be deemed to have been waived if the action required by the Association or the employee to present it to the next level in the procedure shall not have been taken within the time specified therefore. However any such waiver shall be applicable only to that particular occurrence or grievance and shall not constitute a bar to a future grievance involving the same or a similar issue should it arise again.

Step 2. If the grievance has not been settled, it shall be presented in writing to the Town Manager within ten (10) week days after the Chief's answer. The Town Manager or, in the event of a temporary or permanent vacancy in the position of Town Manager, the Acting Town Manager, shall meet with the Union representative(s) and shall respond in writing to the Union within ten (10) week days of the meeting at which the grievance is discussed.

Step 3

a. If the answer of the Town Manager does not satisfactorily adjust the grievance, it may be submitted to arbitration within thirty (30) week days from the date of the Town Manager's answer. The grievance shall be submitted to arbitration by means of a written notification to the Town Manager. The parties shall thereupon attempt to agree upon an arbitrator to resolve the dispute. If they are unable to reach agreement upon an arbitrator within ten (10) week days, the grievance shall be submitted to the American Arbitration Association for the selection of an arbitrator and for the holding of a hearing

in accordance with its labor arbitration rules then in effect. The arbitrator shall have jurisdiction only over disputes arising out of grievances as defined in this article.

b. The function of the arbitrator is to determine the interpretation, meaning, or application of specific provisions of this Agreement not excluded from arbitration. The arbitrator will be without power or authority to make an award which violates the statutory law of the Commonwealth or which requires either party to the contract to commit an act or engage in conduct prohibited by state or federal law, order or decree, or which violates any of the specific terms and conditions of this Agreement, or which enforces a provision of this Agreement which has been determined to be invalid under Article XXIII or which adds to, modifies or subtracts from the provisions of this Agreement. The arbitrator will be without power or authority to hold hearings or render an award or a decision concerning any matter which has been specifically excluded from the grievance and arbitration procedure under this Agreement or which has been exclusively reserved to management subject to the provisions and limitations set forth in article XX; however, the question of whether a particular matter has been exclusively reserved to management is a matter of contract interpretation which is itself subject to arbitration. The arbitrator shall not consider any issue or remedy which was not submitted during the grievance procedure. The arbitrator shall neither determine any violation which occurred prior to the effective date of this Agreement nor recommend nor award any relief for any period of time prior to the effective date of this Agreement unless the grievance in question was either in process at the expiration of a predecessor Agreement or arose during the term of a predecessor Agreement but was nevertheless timely filed during the term of this Agreement. The decision of the arbitrator shall be final and binding upon the parties. The decision of the arbitrator may be reviewed or confirmed as is provided by M.G.L. Chapter 150C. The parties shall share equally in the cost of the arbitration proceeding.

c. Any of the time limits set forth herein may be extended at any time by mutual agreement of the parties.

d. The Association may institute any grievance involving two or more full-time permanent uniformed members of the Fire Department.

e. In any matter in dispute which is governed by both the provisions of this Agreement and by the provisions of the Civil Service Law (Massachusetts General Laws, Chapter 31), the employee may process his/her claim either through the Grievance and Arbitration Procedure of this Agreement or through the Civil Service Commission and/or the Courts pursuant to M.G.L Chapter 31. The employee must submit a written election of procedure within ten (10) week days (excluding Saturday, Sunday and legal holidays) of the decision of his/her Appointing Authority which has given rise to the dispute involving the employee. If the employee elects to go to arbitration s/he shall submit a written waiver of his/her rights under MGL Chapter 31 and vice-versa.

**f. No documents added to the personnel file will be removed.**

## ARTICLE XV

### ASSOCIATION BUSINESS LEAVE

(Effective July 1, 2016)

- A. The Executive Officers of the Association shall be granted Association Business leave for Local business, negotiations or conferences with the Board of Selectmen, Town Manager or Chief of the Department without loss of pay or benefits and without the requirement of making up any such loss of time, provided that employees of equal rank fill their positions.

~~Officers of the Association or members of its Negotiating Committee shall be allowed time off with the approval of the Chief for Local business, negotiations or conferences with the Board of Selectmen, Town Manager, or Chief of the Department without loss of pay or benefits and without the requirement of making up any such loss of time, provided that employees of equal rank fill their positions without cost to the Town. The Chief's approval shall not be unreasonably withheld.~~

- B. The President of the Association and members of its Negotiating Committee shall be granted Association Business leave from duty for negotiations or conferences with the Board of Selectmen, Town Manager or Chief of the Department without loss of pay or benefits and without the requirement of making up any such loss of time, provided that employees of equal rank fill their positions.

~~The members of the Association's Grievance Committee shall be granted leave from duty with the approval of the Chief with no loss of pay or benefits for all meetings between the Town and Local 1768 and for the purpose of processing grievances, when such activity takes place at a time during which such employees are scheduled to be on duty without being required to make up such lost time provided that employees of equal rank fill their positions without cost to the Town. The Chief's approval shall not be unreasonably withheld.~~

- C. The President of the Association and members of its Grievance Committee shall be granted Association Business leave from duty for all meetings between the Town and the Association for the purpose of processing grievances, without loss of pay or benefits and without the requirement of making up any such loss of time, provided that employees of equal rank fill their positions.

~~Members of the Association who are duly elected or appointed as official delegates to the Convention of the International Association of Fire Fighters, AFL-CIO, and the Professional Fire Fighters of Massachusetts shall be granted leave with the approval of the Chief without loss of pay or benefits and without the requirement of making up such lost time to attend such conventions provided that employees of equal rank fill~~

~~their positions without cost to the Town. The Chief's approval shall not be unreasonably withheld.~~

- D. The President of the Association and members of its Executive Board shall be granted Association Business leave from duty for conferences with the Board of Selectmen, Town Manager or Chief of the Department without loss of pay or benefits and without the requirement of making up any such loss of time, provided that employees of equal rank fill their positions.
- E. Members of the Association who are duly elected or appointed as official delegates to Conventions of the International Association of Fire Fighters, AFL-CIO, and the Professional Fire Fighters of Massachusetts shall be granted Association Business leave without loss of pay or benefits and without the requirement of making up such lost time to attend such conventions and provided that employees of equal rank fill their positions.
- F. Vacancies from the use of Association Business leave shall be filled from the detail list as necessary to maintain staffing levels for that shift segment.
- G. Request for Association Business leave shall be made at least twenty four (24) hours in advanced in writing. The twenty four (24) hour notice can be waived by the Chief of the Department or his designee.
- H. Time off for Association Business leave shall not exceed two hundred (200) hours per fiscal year, cumulative for all on duty personnel.
- I. For the purpose of this Article, Executive Officers of the Association will be the President, Vice President, Secretary, and Treasurer.
- J. Leave may be denied due to the inability to find coverage.
- K. The Association agrees to provide an up-to date roster of all positions covered in this article.

## **ARTICLE XVI**

### **COURT TIME**

- A. Any employee who is required by the Chief or by subpoena to make any court appearance on behalf of the Fire Department in any capacity during his/her off-duty hours shall be paid at the rate of one and one-half times his/her regular rate as hereinbefore defined for all such time and shall be guaranteed a minimum of three (3) hours' pay at the rate of time and one-half.
  
- B. If an employee is required to make a court appearance arising out of or in the course of his/her employment at a time when s/he would otherwise be on his/her regular tour of duty, his/her position shall be filled by a called-back employee.

**ARTICLE XVII**

**TEMPORARY SERVICE OUT OF RANK**

- A. Any full-time permanent uniformed member of the Fire Department temporarily assigned to the duties and responsibilities of a higher rank shall receive the pay of that rank for all time spent performing those duties and responsibilities provided that such compensation shall commence following the second full calendar week of such duty. Any such member shall be paid at the same step of that rank as s/he is in his/her own rank.
  
- B. Any member of the bargaining unit who sustains an injury or becomes ill in the line of duty while working in a higher rank shall be compensated at the rate established for that rank for the duration of his/her absence from the job on account of such injury or illness. S/He shall be paid at the same step of that rank as s/he is in his/her own rank.

## **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

### EDUCATIONAL INCREMENTS AND EMERGENCY MEDICAL TRAINING

**(Effective July 1, 2016)**

- A. Members of the bargaining unit who take courses directly related to Fire Science Technology at a college, junior college, or community college shall receive, in addition to their annual salaries, longevity pay and all other compensation, educational increments according to the schedule set forth below. In addition, three (3) educational increment credits shall be granted for every nine (9) hours of training in a Massachusetts Fire Academy course or session and three (3) educational increment credits shall be granted for every nine (9) hours of training in a National Fire Academy course or session taken after July 1, 1990.

\$120.00	6 credits
\$240.00	12 credits
\$360.00	18 credits
\$480	24 credits
\$600	30 credits
\$720	36 credits
\$840	42 credits
\$960	48 credits
\$1080	54 credits
\$2500	Associates Degree with major in Fire Science or 60 credits

An annual twelve hundred dollar (\$1,200) stipend for an Emergency Medical Technician (EMT) certification.

The educational increment payment shall be made on a pro-rated weekly basis starting with the January 1<sup>st</sup> or July 1<sup>st</sup> following the completion of the required number of credits. In order to obtain credit for such courses, members of the bargaining unit must first notify the Chief of the Fire Department of the title of the course contemplated and the credits to be derived therefrom prior to taking any such course and must obtain a grade level of C or above (or its equivalent).

- B. Any employee who is required to take a course in emergency medical training will be compensated for any time spent in the course during which s/he is not scheduled to be on duty at the overtime rate computed as set forth in Article III, Section E. Any employee who attends any such course while on duty will have such duty time covered by an off-duty officer or private, whichever the case may be.
- C. Subject to the approval of the Chief, education credits shall be granted for the fire-related certificate courses and programs and for continuing education courses in fields which have a bearing upon the occupational duties of a member of the Fire Suppression Force or other Staff or Specialist's position in the Fire Department

irrespective of whether or not such courses are part of a formal Fire Science Degree Program.

D. The stipends for certification payment shall be made on a pro-rated weekly basis starting with the January 1<sup>st</sup> or July 1<sup>st</sup> pay periods following the completion of the requirements and issuance of the Certification. In order to obtain the stipend for these certifications, members must first notify the Chief of the Fire Department of the title of the course contemplated and the certification to be derived therefrom prior to November of each year for payments to be made in the following fiscal year.

1. The Employee shall receive \$1,000 per certification annually, with a \$3,000 maximum accrual annually.

2. The certifications that qualify are:

Driver/Operator Pumper

Driver/Operator Aerial

Rescue Technician Rope I

Rescue Technician Rope II

Rescue Technician Confined Space I

Rescue Technician Confined Space II

Rescue Technician Trench I

Rescue Technician Trench II

Fire Officer I

Fire Officer II

Fire Officer III

Fire Investigator

Public Fire Educator I

Fire Instructor I

Fire Instructor II

Haz Mat Operations Core

Haz Mat Operations Missions Specific: PPE & Product Control

Haz Mat Technician

Haz Mat First Responder Operations

FD Incident Safety Officer: Fire Suppression

FD Incident Safety Officer: Haz Mat Operations

Lifeguard Systems: Rapid Deployment Search and Rescue/Recovery

Lifeguard Systems: Rapid Deployment Ice Diving Rescue/Recovery

Lifeguard Systems: Large Area Rapid Deployment Search and Rescue Recovery

Lifeguard Systems: Moving Water Dive Specialist

Lifeguard Systems: Under Water Vehicle Extrication Specialist

Lifeguard Systems: Public Safety Dry suit Diving

Lifeguard Systems: Surface Supply Contaminated Water Diving

And others that are overseen by the Massachusetts Fire Training Council based upon qualifications of the NFPA and approval of the Fire Chief. Excluded are any that are required to become a fire fighter (Those the Academy require all to achieve to graduate from the academy). The Town of Plymouth will offer to host a minimum of 2+ times per year.

## **ARTICLE XX**

### **SPECIALIST UNITS**

- A. The description, qualifications and training standards for the following Specialist Units are attached hereto as Appendices D-1 to D-4:

Fire Investigation Team  
Hazardous Materials Response Team  
Rescue Dive Team  
Technical Rescue Team

- B. Members of the Specialist units who train with their respective units while off duty shall, with the prior approval of the Chief, be compensated for such time at their overtime rates pursuant to Article III, Section E.
- C. The positions of those members of the Fire Suppression Force who train with their respective Specialist Units while on duty shall, with the prior approval of the Chief, be covered in accordance with current staffing practices.

## ARTICLE XXI

### MANAGEMENT RIGHTS

Except where such rights, powers, and authority are specifically relinquished, abridged or limited by the provisions of this contract, the Town has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it, and except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this contract, the Town shall have the sole rights, responsibility and prerogative of management in the affairs of the Fire Department and direction of the working forces, including but not limited to the following;

- a. To select and determine the care, maintenance and operation of the equipment and property used by the Fire Department. The equipment and property shall be maintained according to current practice.
- b. To establish or continue policies, practices and procedures for the conduct of the Fire Department's business, and from time to time, change or abolish such policies, practices or procedures in a manner that shall not violate the terms and conditions of the collective bargaining agreement and that will be in accordance with the terms of M.G.L., Chapter 150E.
- c. To select and determine the number of types of employees required to perform the Fire Department's operations.
- d. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Fire Department, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
- e. To determine the schedule and hours of duty consistent with the statutes and the assignment of employees to work, which shall not violate the terms and provisions of this collective bargaining agreement.
- f. To unilaterally, and in its sole discretion, determine the level of staffing and coverage for vacancies, without restriction of limitation.

## **ARTICLE XXII**

### **NO STRIKE CLAUSE**

Neither Local 1768 nor its officers shall engage in a strike as defined in Massachusetts General Laws, Chapter 150E or induce, encourage or condone any strike, work stoppage, slow-down or withholding of services by any employee of the Plymouth Fire Department.

## **ARTICLE XXIII**

### **STABILITY OF AGREEMENT**

- A. No amendment, alteration or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by the parties thereto.
  
- B. The failure of the Town or Local 1768 to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement, shall not be considered a waiver or relinquishment of the right of the Town or of Local 1768 to future performance of any such term or provisions, and the obligations of Local 1768 and the Town to such performance shall continue.

## **ARTICLE XXIV**

### **SEPARABILITY**

If any Article or Section of this contract or of any amendments thereto should be held invalid by any operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any amendment thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

## **ARTICLE XXV**

### **FAIR PRACTICES**

- A. As sole collective bargaining agent, Local 1768 will continue its policy of accepting into voluntary membership all eligible persons without regard to race, color, creed, national origin, sex or marital status. Local 1768 will represent equally all persons without regard to membership, participation in or activities in Local 1768.
  
- B. The Town agrees to continue its policy of not discriminating against any person on the basis of race, creed, color, national origin, sex, martial status or participation in or association with the activities of Local 1768. Compliance with a valid order or decree of a state or federal agency or court of competent jurisdiction shall not be considered to be a violation of this Section.

## **ARTICLE XXVI**

### **TRANSFERS**

- A. No employee shall have his/her station or group assignment changed without having been given at least one (1) week's written notice of the change either in person or by mail at his/her home address. This requirement shall not apply to temporary station assignments caused by emergencies or by other scheduling difficulties due to employee absences.
  
- B. Whenever a permanent vacancy develops in any station or group, the Chief shall provide written notice of any such vacancy in all stations. Individual members of the bargaining unit within rank may express their interest in the vacancy to the Chief in writing. The most senior applicant shall be considered for transfer to the vacancy, subject to the Chief's final approval.

## **ARTICLE XXVII**

### **SAFETY COMMITTEE**

- A. The Town recognizes that the Local has formed a Safety Committee which is concerned with such matters as having safe and efficient working condition in the Plymouth Fire Department as well as the overall safety of its personnel. In order to insure that the suggestions and concerns of the Safety Committee are heard and considered, the Chief will meet with the members of the Safety Committee to discuss such matters. Such meetings will be held at a mutually convenient time upon the request of the Safety Committee; however, they shall not be requested any more frequently than once a month except to deal with emergency situations.
  
- B. Attached hereto as Appendix E is the Infectious Disease Control Policy that was adopted on January 17, 1995. There shall be base line testing of the members of the bargaining unit for HIV and Tuberculosis.

## **ARTICLE XXVIII**

### **JURY DUTY**

Members of the Department who receive notification of attendance at Jury Duty shall provide a copy of the notice immediately upon its receipt to the Shift Commander and the Director of Human Resources.

Members of the Department scheduled to work a twenty-four (24) hour shift the day before scheduled Jury Duty will be released at 10:00 p.m. on the evening of the scheduled Jury Duty.

Members who attend Jury Duty during scheduled hours shall return to work upon completion of Jury Duty.

Members shall provide evidence of attendance at Jury Duty by providing the Shift Commander and the Director of Human Resources with a copy of the form provided by the court. A member's time shall be recorded as vacation leave pending the receipt of the official court form.

## **ARTICLE XXIX**

### **DURATION**

This Agreement shall be effective as of July 1, 2006 and shall continue in full force and effect through June 30, 2009. Within fifteen (15) days after the receipt of notification by either party of its desire to amend or modify the Agreement upon its expiration, a conference shall be held between the Town and the Local's contract negotiating committee(s) for the purpose of negotiating concerning the terms of the successor Agreement.

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**ARTICLE XXX**

**DEFERRED COMPENSATION**  
**(Effective July 1, 2016)**

The Town of Plymouth will match 15% of the employee's weekly contribution. This match will be based on the maximum amount an employee can contribute evenly over a 52-week period without exceeding the IRS maximum yearly, regular contribution.

If an eligible employee should choose to participate in more than one plan, the Town will match the employee's contribution as above to only one deferred compensation plan.

## APPENDIX A (Salary Scales)

## APPENDIX B

### SIDE LETTER ON HEALTH INSURANCE

1. The Town shall provide an indemnity plan, currently Blue Cross/Blue Shield Master Medical, and a PPO, currently Blue Choice PPO, as health insurance options, with an 80%/20% premium allocation as outlined in Article XIII of the contract.
2. Employees shall have the right to make an annual election as to whether they will be covered by the indemnity plan or the PPO.
3. Employees electing the PPO option may also elect to be covered by the Town's dental plan, currently Delta Dental, at the same 80%/20% premium allocation.
4. Employees electing the PPO option may elect also to be covered by the Town's Long Term Disability insurance at the 80%/20% premium allocation. Employees who voluntarily choose this option agree to the following:
  - a. The maximum figure for accrual of sick leave that appears in Article VII, Section C will be changed from 200 days to 180 days.
  - b. The sick leave redemption that appears in Article VII, Section I will not apply.
5. Should the Town consider changing health plans or health insurance carriers, the Town shall notify and bargain with the Union prior to such changes.

**HEALTH INSURANCE HOME RULE PETITION**

*\*Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:*

**SECTION 1.** Notwithstanding any general or special law to the contrary, any employee who retired or will retire from the service of the Town of Plymouth after February 26<sup>th</sup>, 1998 and is enrolled in a health or dental plan offered by the Town as of July 1, 2003 or at least 5 years before their retirement, their spouse and dependents shall be entitled to receive the same percentage of premium contribution provided by the Town on the date of hire of the employee, but no greater than 90 per cent, for so long as the retiree remains continuously enrolled in the benefit plan, notwithstanding any alteration in health plan premiums by the Town.

**SECTION 2.** This act shall apply to all non-union employees who are eligible for health insurance benefits and to employee groups who agree, within 60 days of the effective date of this act, to an increase in the percentage paid by active employees to 20 per cent effective July 1, 2003. This act shall also apply to any employee who is enrolled in a health or dental plan offered by said Town and retired from the service of the Town after February 26, 1998 but before July 1, 2003.

**SECTION 3.** Employee groups that do not agree, within 60 days of the effective date of this act, to an increase in the percentage paid by active employees to 20 per cent effective on July 1, 2003 shall not be guaranteed the rate of hire percentage contribution upon retirement.

**SECTION 4.** If the Commonwealth mandates an increase in the minimum percentage contribution active employees only shall pay toward their health insurance, the provisions of this act governing the percentages to be paid by retirees shall not be affected.

**SECTION 5.** This act shall take effect upon its passage.

\*Approved June 30, 2003  
Chapter 27 of the Acts of 2003  
(<http://www.mass.gov/legis/laws/seslaw03/sl=1030027.htm>)  
Commonwealth of Massachusetts Homepage

**FIRE INVESTIGATION TEAM**

Participation as a member of the Fire Investigation Team is open to all Fire Department Personnel.

Members of the Fire Investigation Team may be called upon to assist the Chief, Deputy Chief, and/or the Fire Prevention Officers to investigate any fires that occur in the Town of Plymouth. As members of an investigation team, members may be called upon to give legal testimony pertinent to an investigation.

It will be the goal of members of the Team to be able to qualify for Certification as an investigator through the International Association of Arson Investigators (IAAI). In order to meet the minimum number of fire investigations required to accomplish this goal, it may be necessary to restrict the number of personnel on the team.

The Fire Investigation Team members will be chosen using the IAAI's Application for Certification as a Fire Investigator as a guide.

Participation with the Fire Investigation unit will be based upon the assessment of a candidate's level of education, training and experience in fields related to fire investigation.

Consideration is given varying weights for each degree earned with regards for its relevance to the field.

The level of training is assessed by examining certifications awarded, as well as hours of attendance at training programs, seminars or college level courses conducted by a recognized agency or group.

Experience is assessed in terms of the time spent as an active investigator or instructor in a field directly related to fire investigation.

During the year, each member is expected to further enhance their education, training and experience, utilizing recognized available opportunities in an amount determined within the unit. The available number of training programs will be one of the determining factors in the time required for continuing education.

(IAAI application form attached.)

**HAZARDOUS MATERIALS RESPONSE TEAM**

Participation as a part of the Hazardous Materials Response Team is open to all Fire Department Personnel who meet the following requirements. A minimum level of participation with training is also required.

**QUALIFICATIONS:**

1. Be a Certified Hazardous Materials Technician from the Massachusetts Fire Academy, or equivalent.

**TRAINING:**

The training may consist of participation with the County Haz-Mat Team's regular drills, attendance at the Massachusetts Fire Academy Haz-Mat courses and/or the attendance of seminars at a Haz-Mat Technician level.

The following are the minimum training requirements for continued participation with the Haz-Mat Team:

1. The Team Members shall drill once every three months for a minimum of four drills per year.
2. The Team Members must attend at least two Department Haz-Mat drills, The remaining two required drills may consist of:
  - a. Two drills with the County Haz-Mat Team.
  - b. One drill at the Massachusetts Fire Academy Haz-Mat course or seminar at a Technician Level and one drill with the County Haz-Mat Team.
  - c. Two additional department Haz-Mat drills.

**RESCUE DIVE TEAM**

Participation as a member of the Rescue Dive Team is open to all members of the Fire Department who meet the following requirement. A minimum level of participation is required. The Team will be comprised of Support Members and Divers.

**DIVER QUALIFICATIONS:**

The following are the requirements that must be met in order to be classified as a Diver on the Dive Team.

1. Be certified as a diver by a nationally recognized training agency.
2. Be certified by a recognized training agency in the following areas:
  - a. Advanced Open Water Diver
  - b. Rescue Diver
  - c. Search and Recovery Diver
  - d. Ice Diver\*
  - e. Deep Diver\*
  - f. Night Diver\*

\*must be Certified in that specialty in order to be considered as a diver for calls involving those types of dives.

3. Must participate in a minimum of eight (8) department training dives/drills per year. Participation in the Plymouth County Fire Department Diver's Associations training dives/drills may count for no more than two (2) of these.
4. Must be prepared to assume the role of "Divemaster" at any in-water emergency. The Divemaster is responsible for coordinating all dive team activity at an incident.
5. Must have and keep properly maintained, a full set of dive gear.

### **SUPPORT TEAM QUALIFICATIONS:**

1. Mandatory participation in a minimum of eight (8) department training dives/drills per year. Participation in the Plymouth County Fire Department Diver's Association training dives/drills may count for no more than two (2) of the required dives/drills.
2. Must be comfortable with Small Boat Operations.
3. Must have knowledge of the proper use and operations of diving equipment.
4. Must be familiar with the use of Dive Tables and be able to monitor the time that a diver spends under water.

### **SUPPORT TEAM RESPONSIBILITIES:**

1. Must be prepared to assume the role of "Divemaster" at any in-water emergency. The Divemaster is responsible for coordinating all dive team activity at an incident.
2. Keep track of the in-water and bottom time of all divers.
3. Assist divers with the setting-up, donning and removing of all dive gear.
4. Set up and secures any lines when the diver is tethered.
5. Serve as a line tender and be responsible for the diver being tended.
6. Operate the dive boat.
7. Maintain a full supply of SCUBA tanks at any incident.
8. Keep the operating area clear of unnecessary personnel.
9. Assist with the maintenance and storage of all dive team equipment.

**TECHNICAL RESCUE TEAM**

Participation in the Technical Rescue Team (TRT) is open to all members of the Fire Department who meet the following requirements. A minimum level of participation in training sessions is required. The Team will be comprised of Support Members and Rescue Technicians.

The minimum requirements for participation on the TRT are the same as those for membership on the Plymouth County Technical Rescue Team.

**SUPPORT TEAM QUALIFICATIONS:**

1. Members of the Plymouth Fire Department.
2. Physically fit per Department Standards.
3. Haz-Mat First Responder Awareness Program training.
4. Capable of improvising/functioning long hours under adverse conditions.
5. Understands/adheres to safe working practices and procedures.
6. Current inoculations for Tetanus and Hepatitis B.
7. Current EMT or First Responder Certification.
8. Proficient in Basic Fire Extinguishment per NFPA.
9. Proficient with the Plymouth County ICS Program.
10. Proficient with the Plymouth County MCI Program.
11. Aware of the signs/symptoms/corrective measures of Critical Incident Stress.
12. Training in the use of Specialized Extrication Equipment- setup/use of Hydraulic Tools, Electrical Equipment, Cutting Tools, Pneumatic Tools and Hand Tools.
13. Can function safely at heights, on rubble or in confined space.

## **RESCUE TECHNICIAN QUALIFICATIONS:**

There are four levels of technicians. The classifications are assigned according to training in one or more of the following disciplines: Confined Space, Trench Collapse, Structural Collapse and Rope Rescue low and high angle. All Rescue Technicians are required to meet all of the qualifications for support personnel. In addition, they should also be working towards classification for all four levels.

1. Proficient in confined space rescue techniques, including, but not limited to:
  - a. Understanding the definition of a confined space
  - b. Understanding of confined space rescue terminology
  - c. Knowledge of confined space hazards
  - d. Proficient in hazard control techniques
  - e. Proficient in the use of breathing apparatus systems
  - f. Knowledge of support operations
2. Proficient in shoring and stabilization techniques, including, but not limited to:
  - a. Understanding shoring/stabilization terminology
  - b. Proficient in setup/use of shoring equipment (airbags, wood, rams, etc.)

**INFECTIOUS DISEASE CONTROL POLICY**

**(see attached document)**

## APPENDIX F

### ECONOMIC REOPENER AGREEMENT

It is understood that if any other Town-side managed collective bargaining group or non-union group reaches an agreement for a “more beneficial total economic package” during the lifetime of this contract, the contract may be reopened on the issue of economics only. A “more beneficial total economic package” shall be defined as a group receiving a greater percentage on the wage schedule than the amounts set forth in the 2015~~06~~-2018~~09~~ Memorandum of Agreement ~~(i.e. 3.0% for FY07, 3.0% for FY08 and 3.0% for FY09).~~between the parties.–Reclassification shall not be a cause for reopening the contract.

For the duration of this agreement dates July 1, 2015 to June 30, 2018, the Association agrees not to utilize the Economic Reopener agreement unless any other collective bargaining group receives more that 7.5% COLA.

**DRUG AND ALCOHOL TESTING**  
**POLICY AND PROGRAM**  
**(See Attached Document)**

**ARTICLE XXXI**

**EXECUTION OF AGREEMENT**

Witness these hands and seal of the Town of Plymouth acting through its Board of Selectmen, hereunto duly authorized, and the Plymouth Fire Fighters.

FOR THE TOWN OF PLYMOUTH  
BOARD OF SELECTMEN

PLYMOUTH FIRE FIGHTERS,  
LOCAL 1768, INTERNATIONAL  
ASSOCIATION OF FIRE FIGHTERS

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