

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF SOMERVILLE

AND

FIREFIGHTERS ASSOCIATION OF SOMERVILLE, LOCAL 76

FIRE SUPPRESSION UNIT

JULY 1, 2018 – JUNE 30, 2020

JULY 1, 2020 – JUNE 30, 2023

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AGREEMENT

THIS AGREEMENT IS made and entered into by and between the CITY OF SOMERVILLE, hereinafter called "the CITY," acting by and through its Mayor, and the FIRE FIGHTERS ASSOCIATION OF SOMERVILLE, LOCAL 76, affiliated with the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, and with the PROFESSIONAL FIRE FIGHTERS OF MASSACHUSETTS, hereinafter called "the Association," pursuant to the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts.

PREAMBLE

WHEREAS, Chapter 150E of the General laws of the Commonwealth of Massachusetts grants to the employees of the City the right to bargain collectively with the City through representatives of their own choosing; and

WHEREAS, both parties to this Agreement desire to establish a state of amicable understanding, cooperation and harmony;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties hereto mutually covenant and agree as follows:

ARTICLE I **RECOGNITION**

1. The City recognizes the Association as the sole and exclusive bargaining agent for all uniformed employees of the City's Fire Department, including the Apparatus Superintendent and the Support Services Technician, but excluding the Chief of the Department and the Assistant Chief Engineer.
2. The Chief may select an employee for the Assistant Chief position from the rank of Deputy Chief and District Chief within Somerville Fire Department. The Assistant Chief will be graded as an NU1, placed at the next highest step from the employee's prior calendar year's total gross earnings. The Assistant Chief will be subject to annual performance evaluations and eligible for annual merit increases consistent with the non-unit compensation structure, as modified from time to time.

The Assistant Chief Engineer is an FLSA "exempt," salaried employee and is not eligible for overtime, regardless of the number of hours worked. The Assistant Chief Engineer will not be permitted to work Fire details. The Assistant Chief Engineer will be subject to all City policies and receive all relevant benefits that the City affords to Non-Unit personnel.

The City may remove the Assistant Chief Engineer from that position at any time upon recommendation of the Chief Engineer and the approval of the Mayor. If the Assistant Chief Engineer is removed from that rank by the Chief Engineer, he or she will return to their highest union rank prior to their promotion to Assistant Chief Engineer. The Assistant Chief Engineer also may return to their highest union rank at any time, at their option. If the Assistant Chief Engineer is removed from that position and returns to the bargaining unit, nothing in this section 2 prevents the City from pursuing further disciplinary action in the usual course, subject to the terms of this collective bargaining agreement and civil service law.

Any unit members who are promoted to fill vacancies resulting from the promotion of an Assistant Chief Engineer will maintain the positions they were promoted into, even if the Assistant Chief returns to his or her highest union rank.

If an Assistant Chief Engineer is returned to their highest rank in the union and their former position has been filled, the City will provide advance notice to the Union of the duties and responsibilities of the position they will perform upon their return to the union.

ARTICLE II
PAYROLL REDUCTION OF DUES
AND AGENCY SERVICE FEES

1. The City shall deduct on a weekly basis Association dues from the wages of each employee in such amount as may be determined by the Association, provided that no such deductions shall be made from any employee's wages except when authorized by him/ on an appropriate form to be submitted to the City. The City shall promptly transmit the said dues to the Treasurer of the Association.

2. For any member of the bargaining unit who is not a member of the Association, it shall be a condition of his /her continued employment that he/she pay to the Association, on and after the thirtieth day following the beginning of his/her employment or the effective date of this Agreement, whichever is later, an agency service fee which shall be equal to the amount required to become a member and remain a member in good standing of the Association and its affiliates to or from which membership dues or per capita fees are paid or received. -The agency service fee may be deducted from the salary of any employee who signs a written authorization to that effect in accordance with the provisions of Chapter 180, Section 17G of the General Laws and transmitted directly to the Treasurer of the Association. The Association shall establish a procedure by which any employee who pays an agency service fee in lieu of dues and who demands it may obtain a rebate of that part of his/her agency service fee, if any, that represents a pro rata share of expenditures by the Association or its affiliates for one of the purposes set forth in subsections (1) through (5) of Section 12 of Chapter 150E.

3. The Association agrees to hold the City harmless and to indemnify it for any back pay liability incurred, pursuant to the order or decree of a court or agency of competent jurisdiction, with respect to any employee whose employment is unlawfully terminated as a result of the Associations enforcement of the preceding Section.

ARTICLE III
ASSOCIATION ACTIVITY

1. No member of the bargaining unit and no representative of the Association shall be prohibited from or discriminated against in any way for participating in any lawful Association activity.

2. The Association shall furnish the City with a written list containing the names of its authorized representatives and stewards with whom the City will be obligated to deal. The Association shall promptly notify the City in writing of any changes in the list of its authorized representatives and stewards.

3. There shall be a bulletin board in each fire station upon which the Association shall be permitted to post notices concerning the Association's business and activities. The Association shall be responsible for ensuring that no obscene and/or objectionable material is posted on the Union bulletin

board.

4. The Association shall have the right, upon the request of its President or his/her designee and the approval of the Chief, which approval shall not be unreasonably withheld, to use the Training Room in the Headquarters Station for the purpose of conducting Association meetings provided that the Training Room is cleaned after each such use and restored to its previous condition.

5. The duly authorized representatives and stewards of the Association shall be allowed such time off as is necessary to conduct Association business without loss of pay or benefits and without the requirement to make up said loss of time. Such Association activities shall include the investigation of employee grievances, attendance at grievance, arbitration and collective bargaining meetings, attendance at Association membership meetings and attendance at up to two Association Executive Board meetings per month, and at up to two meetings of the Professional Fire Fighters of Massachusetts per month.

6. Members of the Association who are duly elected or designated as official delegates to represent the Association shall be granted leave from duty upon advance notification to the Chief, with no loss of pay or benefits, to attend conventions and conferences to the extent set forth below:

- a. Two (2) employees for up to five (5) days every even numbered year to attend the convention of the International Association of Fire Fighters, AFL-CIO.
- b. Ten (10) employees for up to four (4) days every odd numbered year to attend the convention of the Professional Fire Fighters of Massachusetts.
- c. Two (2) employees for up to five (5) days every year to attend the Massachusetts State AFL-CIO Convention.
- d. Two (2) employees for up to three (3) days every even-numbered year to attend the educational seminar/legislative conference of the Professional Fire Fighters.

7. The Association shall provide the Chief with official notification of the dates and times of all conventions and conferences referred to in this Article.

ARTICLE IV

GRIEVANCE AND ARBITRATION PROCEDURE

1. A grievance shall be defined as a dispute or controversy between one or more of the members of the bargaining unit and the City or its agents which arises under the terms of this Agreement or a dispute or controversy between the Association and the City or its agents which affects several identified members or all members of the bargaining unit in a common way and for whom a common remedy is sought.

2. Any employee who has a grievance shall, before instituting the steps of the grievance procedure hereinafter provided, attempt to adjust the matter informally with his/her immediate superior. The employee's Association representative shall be present at the option of the aggrieved employee.

3. Step 1. If a grievance involving an employee or group of employees or the Association is not resolved informally, it shall be reduced to writing by the Association and submitted to the Chief within two weeks from the date the aggrieved employee or employees or the Association knew or should have known of the existence of the grievance. The Chief shall meet with the aggrieved employee or employees

and/or the Association representative and shall respond to the grievance in writing to the Association within one week from the date it is submitted.

4. Step 2. If the grievance is not settled at Step 1, the Association may, within two weeks after receipt of the Chiefs answer, submit the grievance in writing to the Mayor. The Mayor or his/her designee shall meet with the aggrieved employee and the designated Association representatives and shall submit his/her answer to the grievance in writing to the Association within two weeks after the date of its submission to him

5. Step 3. If the grievance is not resolved in Step 2, the Association may, within three weeks from the date of its receipt of the Mayor's answer, notify the City of its intent to submit the matter to arbitration. The City and the Association shall then attempt to agree upon an arbitrator to resolve the dispute. If they are unable to do so within ten days, the matter may be submitted to the American Arbitration Association for selection of an arbitrator and the holding of a hearing in accordance with its labor arbitration rules then in effect. The arbitrator shall have no authority to add to, subtract from or modify any of the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the parties. The parties shall share equally in the arbitrator's fee and expenses.

6. The failure of the Association to process any grievance at any of the steps within the time limits set forth herein shall be deemed to constitute a waiver of that particular grievance. The time limits specified herein shall begin to run on the day the City's answer at that particular step is given or due, whichever is earlier. Any of the within time limits may be extended by mutual agreement of the parties.

7. In the case of any grievance involving the suspension, dismissal, removal or termination of a member of the bargaining unit that is submitted to arbitration under this Article, the arbitration shall be the exclusive procedure for resolving the grievance, notwithstanding any contrary provisions of Sections 39 and 41 of Chapter 31 or of Section 16 of Chapter 32 of the General Laws.

ARTICLE V
SALARIES AND NIGHT AVAILABILITY DIFFERENTIAL

1. The salaries of the members of the bargaining unit shall be increased in the following amounts:

July 1, 2018	2.5%
July 1, 2019	2.0%
July 1, 2020	2.0%
July 1, 2021	2.0%
July 1, 2022	2.0%

Effective July 1, 2012 all stipends (with the exception of perfect attendance and hazardous duty) shall be rolled into the base pay and considered as regular compensation for all purposes. The base salary currently in effect for each rank will be the starting point, each members earned stipends will then be added to that rank base, any raise increase will then be calculated, and finally the night availability differential will be applied.

2. In the event that bi-weekly payment of wages is permitted by statute, the City shall have the right to implement bi-weekly payment of compensation.

3. In recognition of their availability to work nights, all members of the bargaining unit shall receive a night availability differential of eight percent (8%) of their base salary payable each pay period. The night availability differential is to be paid for all pay periods including those during which members of the bargaining unit are on sick leave, disability leave, vacation or are absent from work for any other reason. In addition, the night availability differential is to be included in the computation of overtime and holiday pay received by all members of the bargaining unit.

4. Any member who is assigned, detailed or transferred to the repair shop for sixteen (16) consecutive tours shall receive an additional stipend of \$30 per week retroactive to the date of commencement of the assignment and continuing for as long as the assignment lasts.

5. Master Firefighter: To qualify as Master Firefighter, a firefighter must have begun his/her twenty-fifth (25) year of service and must be able to perform the following duties:

- a.. Drive and operate all equipment including, but not limited to, all ladder trucks, tiller positions, pumpers, and other equipment owned by the Fire Department;
- b. Operate all power equipment including, but not limited to, power saws, the Hurst tool, generators, positive pressure ventilators (PPV), and other power equipment owned by the Fire Department and
- c. Temporarily work at higher-level positions as required.

Master Firefighters shall be paid a stipend of \$1000.00.

6. Effective July 1, 2018, the parties agree that the City will pay a hazardous duty stipend to all firefighters in the amount of \$2,500.00. Effective July 1, 2019, the parties agree that the City shall pay an annual hazardous duty stipend to all firefighters in the amount of \$3,000.00.

7. Effective July 1, 2019, the City will pay annual stipends for unit members, upon proof of attending all necessary trainings and successfully earning technical credentials pursuant to the following table:

Tier	Regular/Active Company Assignment	Credential	Stipend
I	Rescue 1 and Tower 1	Trench Rescue Structural Collapse Rope Training Confined Space Water Rescue High Angle Rescue Ice Rescue HazMat Technician Urban Search and Rescue Specialist	\$300/credential
II	All other companies	Trench Rescue Structural Collapse Rope Training Confined Space Water Rescue High Angle Rescue Ice Rescue	\$200/credential

		HazMat Technician Urban Search and Rescue Specialist	
III	Active Fire Investigation Unit Members (Fire Investigation members are also eligible for Tier II stipends)	Basic Fire Investigator Advanced Fire Investigator	\$300/credential

Effective January 1, 2021, members who are not assigned to Rescue 1 or Tower 1, but who are detailed to Rescue 1 or Tower 1 for 10 occurrences during the prior 12 month calendar year will receive a \$300 stipend for each active credential they hold. An “occurrence” is no shorter than a 10-hour tour.

The Chief Engineer, or his designee, will select employees to attend trainings in the following priority order, provided that the employee has indicated his or her interest in a particular course:

- 1) Members that have already completed one (1) or more technical rescue disciplines but not the one offered;
- 2) Any employees requesting transfer to a technical rescue company: Rescue 1 or Tower 1;
- 3) Members who have yet to attend the class;
- 4) Seniority, regardless of rank.

Effective July 1, 2019, the City will pay a \$500 stipend to up to 5 employees (one per group) holding an active Peer Support Master Instructor or Peer Supporter credential. The Union shall select which employees, one per group, will attend the course to obtain this credential and notify the Chief Engineer, with supporting documentation, of which employees hold an active credential. As ordered by the Somerville Chief Engineer or his designee, any employee receiving this stipend must respond to situations either in Somerville or in other municipalities. An employee receiving this stipend may, at his option, respond to incidents in other municipalities on his own time if such deployment is not ordered by the Chief Engineer.

The City will pay a \$500 annual stipend to the 5 unit members, one per group, who, as of July 1, 2019, have an active Training or Specialist certification for breathing apparatus repair and have completed the hands-on training from MSA for meter repairs. Any employee receiving this stipend must complete duties requiring this expertise as ordered, while on duty. In order to continue to receive this stipend, those 5 employees must maintain current certifications and complete all associated training. If an employee holding these credentials lets them lapse, the Chief Engineer will select, by seniority, the next eligible employee in that group from among the employees who have indicated their interest.

The City will pay the stipends described in this paragraph 7 in January each year. Employees who earn new credentials will receive a prorated stipend upon receipt of proof of the initial course attendance and successful certification.

8. Effective July 1, 2020, employees who demonstrate fluency in a language, other than English, spoken by more than 5% of the City’s population shall receive a yearly bonus of five hundred (\$500). The determination of the language meeting the 5% level shall be made by the City upon a review of relevant, objective data. Fluency in American Sign Language qualifies for this stipend, regardless of the percentage of the City population that uses ASL. Fluency shall be assessed each year in an interview with a competent speak chosen by the City. The interviewer must determine that the employee is fluent in order for him/her to qualify for the bonus. Any employee receiving this stipend must respond to situations requiring their fluency skills as ordered, while on duty.

ARTICLE VI
LONGEVITY INCREMENTS

A. In addition to all other compensation to which they are entitled under this Agreement, employees shall receive the following longevity stipend:

5 years service	\$300.00
10 years service	\$400.00
15 years service	\$900.00
20 years service	\$1,650.00
25 years service	\$2,500.00
30 years of service	\$3,000.00

ARTICLE VII
EDUCATIONAL INCREMENTS

1. Unit members holding degrees in the following table will receive annual stipends as follows:

Tier	Qualifying Degrees	Stipend Level
I	Fire Science	Associates: \$3,000 Bachelors: \$6,000 Masters: \$8,000
II	Nursing, Physician Assistant, Chemistry, Engineering, Business Administration, Public Administration, Emergency Management, Social Work	Associates: \$2,500 Bachelors: \$5,000
III	All other subject matters	Associates: \$2,000 Bachelors: \$4,000

Firefighters holding a degree in either Physical Education and Health or Education as of May 3, 2007 will be grandfathered at the same rates as in Tier II above.

2. An education reimbursement program for degrees identified in Tier I and II in section 1 above will be established to which the City agrees to designate up to seventy-five thousand dollars (\$75,000.00) each fiscal year. The program will be applicable to Tier I and II degree programs. Unit members may seek up to a maximum of \$5,000 per employee per fiscal year for reimbursement for tuition expenses and fees, registration fees, and assigned and required books for qualifying courses. Unit members must submit to the Director of Personnel or their designee the *Employee Education Reimbursement Application*. The City accepts applications for reimbursement from courses taken at institutions accredited by the New England Association of Schools and Colleges (NEASC). Education reimbursement applications are accepted on a rolling basis throughout the fiscal year, and approved in the order received. Employees may submit applications for eligible courses prior to the start of the course, and must provide supporting materials at course completion. No applications are accepted for courses begun before the employee's date of hire with the City. The City will grant employees reimbursement, up to the maximum, once Personnel has received an official transcript from the institution indicating the employee passed the course with a minimum grade of C, or "pass" in a pass/fail arrangement, and documentation from the employee

showing that the employee paid reimbursable costs in a manner acceptable per the City's auditing procedures for employee reimbursements. All reimbursements for the fiscal year must be submitted for payment to the employee by June 30th.

3. (a) Effective July 1, 2019, any member of the bargaining unit who has a valid EMT certification as of July 1 of any contract year and who maintains that certification in good standing throughout the contract year shall be paid a stipend in the amount of \$4,000.00. It is the responsibility of the individual unit member to take all necessary action to maintain their certification. Employees are responsible for informing the Department as soon as practicable if there is a change in the status of their certificate.

The City will pay a \$500 one-time stipend to any employee on the payroll as of the date of this settlement who does not currently have an EMT certification as of the date of this Agreement but earns one before June 30, 2023.

(b) All firefighters hired on or after July 1, 2019 shall be certified as an Emergency Medical Technician (EMT) within eighteen (18) months after graduating from the Fire Academy and maintain such certification as a condition of continued employment. For purposes of this Article VII, Section 3, firefighters who have been hired onto the City's reserve hire list at the time of this Agreement will be considered hired prior to July 1, 2019.

New hires have an obligation to take necessary courses as soon as they are available. Except for a failure to complete certification due to circumstances beyond the control of the firefighter, a firefighter not certified as an EMT after 18 months shall be subject to discharge for failure to meet this condition.

Firefighters hired on or after July 1, 2019 shall certify, in writing during December of each year, that they are currently so certified and acknowledging this as a condition of continued employment. However, in the event an employee's EMT certification lapses due to circumstances beyond his/her control, the employee shall promptly notify the Chief and shall have up to twelve (12) months to regain certification. The employee shall not be entitled to EMT pay for a period equal to the period the employee was not certified.

Once a Firefighter graduates from the Fire Academy the City shall continue, consistent with its practice prior to signing this Agreement, to provide in house EMT Training courses to assist in the attainment of the required certification and any re-certification.

4. The City agrees to a defibrillator stipend of \$750.00 for those certified the prior year.

ARTICLE VIII
HOURS OF WORK AND OVERTIME

1. (a) The regular work week for all members of the bargaining unit who perform fire fighting duties shall not exceed an average of 42 hours and shall be based on an eight-week cycle of two ten-hour day tours and two fourteen-hour night tours. Effective Monday, January 11, 1999 at 0800 hours, when Group #3 is working the regular work week for all bargaining unit members who perform firefighting duties shall not exceed an average of forty-two (42) hours and shall be based on an eight (8) week cycle of twenty-four (24) hour tours. Implementation and maintenance of a twenty-four (24) hour schedule or any return

to the ten-fourteen (10/14) schedule shall not result in any increase in benefits or cost to the City.

- (b) The normal tour of duty for employees shall be twenty-four (24) hours, beginning at 0800 hours each day. Each twenty-four (24) hour tour shall be divided into day shift often (10) hours from 0800 hours to 1800 hours, and a night shift of fourteen (14) hours from 1800 hours to 0800 hours. A firefighter working the twenty-four (24) hour schedule will work one tour on duty and then receive three tours off.
- (c) Each twenty-four (24) hour tour shall be divided into a day and night shift as provided in paragraph (b) for purposes of calculating sick leave, injury leave, personal leave and vacation and the rate at which such benefits accrue shall not be affected. Employees will be charged with one (1) day of leave for each shift within a twenty-four (24) hour tour where he/she is absent from work for reasons related to such leave. For example, an employee who is absent for an entire tour due to illness will be charged two sick days.
- (d) In order to ensure the safety of employees and the public, no employee will be allowed to work more than forty-eight (48) consecutive hours.

2. For all hours which an employee works outside of his/her regularly scheduled hours, he shall be paid at the rate of one and one-half times his/her regular hourly rate which shall be determined by dividing his/her regular weekly earnings by the number of hours in his/her regular week's schedule.

3. Any employee who is held over at the end of his/her regularly scheduled hours shall be paid for the time actually worked at the rate of time and one-half rounded off to the nearest fifteen (15) minutes.

4. Any employee who is off duty and who is called back into service shall be paid a minimum of four hours pay at the rate of time and one-half.

5. Overtime assignments shall be distributed as equitably as practicable among Employees, pursuant to a City-wide master overtime list.

6. There shall be no group changes unless a group is seriously depleted due to unforeseen circumstances such as sickness, injury, retirement or promotion. No member shall his/her group changed without providing group members written notice one week prior to such change and, where members are on vacation, no change shall take effect until at least one week subsequent to the completion of said vacation; provided, that the notice and change requirements shall not apply to group changes to work out of grade pursuant to Article XX.

The Chief of the Department has the authority, where necessary, as determined by the Chief in his/her sole discretion, to assign out of group all District Chiefs to cover for any and all Chief Officer vacancies (including, but not limited to, Vacations, Extended Sick or Injury Leave, Absences Due To Training, and Special Assignments). District Chiefs shall not be assigned out of group to cover personal days or individual vacation tours. The Chief of the Department has the authority to exercise complete discretion to transfer non-suppression personnel to fill vacancies in suppression.

7. Members of the Bureau of Fire Prevention shall receive compensation at the rate of time and one-half for every hour worked on a special assignment outside of their regular work schedule.

8. The schedules of those employees who work only days shall be structured so that they work four ten-hour days per week.

ARTICLE IX
COURT TIME

1. Any employee who is required 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 four hours pay at the rate of time and one-half.

2. Any employee who is required to make a court appearance in any capacity on behalf of the Fire Department during his/her regular work shift shall be released from duty to make such appearance. The position that becomes vacant shall be filled according to existing manpower practices in effect for the Fire Department.

ARTICLE X
UNIFORM PURCHASE AND MAINTENANCE

1. The City shall continue to supply the helmets, buttons, badges and gloves. The City will replace gloves on a one-for-one basis. Any member of the bargaining unit that is unable to produce the damaged glove(s) for any reason shall pay \$15.00 for a replacement pair. All bargaining unit members must wear N.F.P.A. approved gloves issued by the City.

2. The City shall pay a \$1,100 stipend to each employee to cover the purchase and maintenance of all other necessary clothing and equipment.

3. The City shall seek authorization from the Board of Alderman to purchase bunker gear, individual security lockers and one washer and one dryer for cleaning bunker gear, said washer and dryer to be placed at a location as is determined by the Chief.
The City, the Chief and Local 76 shall jointly consult on the purchase of bunker gear. The Chief Engineer shall have sole discretion to establish bunker gear specifications. The City will furnish each Member of the Department with one set of bunker gear which shall include one (1) N.F.P.A. approved coat, one (1) N.F.P.A. approved pair of bunker pants and one (1) pair of N.F.P.A. approved boots as specified by the Chief. Thereafter, each employee shall be responsible for maintenance, repair and/or replacement of all items of bunker gear (coat, pants and boots), as directed by the Chief or his/her designee, at his/her sole discretion.

ARTICLE XI
HOLIDAYS

1. The following days shall be considered paid holidays under the terms of this Agreement:

Employee's Birthday

New Years Day

Martin Luther King Day

Washington's Birthday

Patriot's Day

Memorial Day

Bunker Hill Day

Independence Day

Labor Day

Indigenous Peoples Day

Veteran's Day

Thanksgiving Day

Christmas Day

Friday after Thanksgiving

2. Each member of the bargaining unit shall receive, in addition to his/her regular weekly compensation, holiday pay in the amount of one-fourth of his/her regular weekly compensation for each such holiday regardless of whether it falls on his/her scheduled work day, on his/her scheduled day off, during his/her vacation or during any period of time that he/she is on paid leave.
3. Each employee shall receive his/her accumulated holiday pay on the second payday of the months of May and November.

ARTICLE XII **VACATIONS**

1. Members of the bargaining unit shall receive paid vacations in accordance with the schedule set forth below. All tours not taken within the established guidelines are lost as of December 31st of any year.
 - A. Firefighters hired prior to July 1 will receive one (1) week of vacation in the calendar year in which they are hired.
 - B. Firefighters hired after July 1 will not receive vacation in the calendar year in which they are hired.
 - C. Firefighters will receive three (3) weeks of vacation beginning their second year of employment with the City.
 - D. Firefighters will receive four (4) weeks of vacation beginning their tenth year of employment with the City.
 - E. Firefighters will receive five (5) weeks of vacation beginning their eighteenth (18) year of employment with the City.
 - F. Firefighters will receive six (6) weeks of vacation beginning their twenty-fifth (25) year of employment with the City.
2. Bargaining unit members shall select their vacations on a City-wide basis according to rank and seniority within their group. Captains, Lieutenants, Firefighters and Aides shall select together. The number of employees scheduled to be on vacation at any given time shall not exceed five (5) per group.

When a member of the bargaining unit reaches his/her maximum pay rate in their third year they will be allowed to take up to two (2) weeks of their vacation as individual tours. Any firefighter desiring to take individual vacation tours shall indicate their intent on a form provided by the Fire Department. The scheduling of vacation tours will be similar to that for personal tours, except as otherwise provided in this agreement. Employees must commit to the total number of individual v-tours they intend to take during the year at the same time they make their regular vacation week selections. An employee must give a minimum of a twenty-four (24) hour cancellation notice for any "V" or "P" days.
3. Vacations will be scheduled according to the following procedure:

- A. The vacation schedule will be based on an eight (8) week cycle of twenty-four (24) hour tours. Each vacation week shall consist of two (2) consecutively scheduled twenty-four (24) hour tours, and shall commence on the day an employee's assigned group begins the first twenty-four (24) hour tour within a given vacation block and will end at 0800 hours on the day that group begins the next vacation block. Non-suppression vacation weeks will begin at 0800 hours on each Monday, holidays excluded.
- B. Vacation periods shall be established in continuous one (1) week blocks, beginning the last full week of January. Any vacations in January must be requested. Vacation selections are limited to two (2) consecutive weeks. Following the first selection, employees shall continue to select vacations in one or two-week blocks until all employees have picked their full vacation entitlement. Non-suppression personnel shall pick by rank and seniority in the unit to which they are assigned.
- C. Vacation selection will be limited to no more than two officers per group on vacation at the same time; provided that after the third round of selections, more than two officers may pick the same vacation week. One chief officer per group may be out on vacation during each vacation week.
Multi-person non-suppression offices will select vacation and/or other scheduled leave so that two (2) members will be on duty at all times in Fire Prevention and one (1) member will be on duty in Administration.
- D. The Chief Engineer shall determine the number of personnel allowed on vacation at given time if the number of assigned personnel drops below one hundred and forty-seven (147), excluding the Chief Engineer..
- E. Employees will be allowed to change their vacation week schedule upon one (1) week's written notice to the Chief. Vacations cannot be cancelled unless one (1) week's notice is provided.
- F. Vacation periods may be exchanged among employees within their group and grade, provided that the City shall not assume any additional costs associated with such vacation period exchanges. Any vacation exchanges are subject to approval by the Chief Engineer or his/her designee. Substitution limits set forth in Article XVIII are not applicable to vacation exchanges.
- G. The Deputy Chief in each group and the Chief of Operations shall maintain an accurate vacation schedule for the group. When a previously full vacation week becomes available, the Chief of Operations/Group Deputy will send a notice to each station which shall specify the newly created vacation slot and the deadline for applying for a vacation change. If more than one member applies for the opening, departmental seniority, regardless of rank or the number of officers already scheduled for vacation, shall be the determining factor. Vacation selections of employees on injury leave, light duty, or sick leave shall not be considered permanently available even if a change request has been filed.
- H. The first week of November shall be used to balance off the groups and adjust the vacation schedule as is necessary.

- I. The third week of November shall be used for the start of vacation week selections.
- J. Employees out on injury leave continuously through the end of the calendar year will forfeit any remaining unused vacation. Any and all unused vacation days may not be carried over into the next calendar year for any reason. All vacations must be scheduled within Department guidelines.

ARTICLE XIII
SICK LEAVE

1. The sick leave program in effect on the effective date this Agreement shall remain in effect through its term. Members will be charged with sick leave based upon the actual number of tours missed. Members who become sick during a shift will be charged for that shift.

2. The Chief will counsel any employee he suspects of misusing sick leave. Following a counseling, the Chief will require an employee to submit a note from the employee's treating medical professional when the Chief or the City suspects a misuse of sick leave. "Sick leave misuse" means when an employee fails to report for a regular work shift and uses a sick day when the employee is physically able to work. The Chief or the City will suspect "sick leave misuse" when an employee uses more than seven (7) sick occurrences in a rolling 12-month period, when the Chief or the City have substantiated information that the employee was not physically unable to work, or the days an employee takes appear to follow a pattern (for example, sick days tend to be taken on a certain day or days of the week or holidays, sick days are used to extend approved vacations or personal days, after an employee is disciplined or counseled by the Chief or the City). Time an employee spends on an approved intermittent or contiguous FMLA leave is not considered a use of sick leave pursuant to this Article. If the Chief requests a medical note, the employee will have five (5) calendar days to produce such note to the Chief. In addition, the Chief will require an employee to submit a note from the employee's treating medical professional on the employee's first day back at work following sick leave taken for three (3) or more consecutive tours. A doctor's note for purposes of this Section shall consist of a statement from the employee's treating medical professional that he/she has personally examined the employee, a statement that the employee was unable to perform his/her duties due to a medical reason, and the prognosis for the employee's return to work. This note must be on the treating medical professional's letterhead and shall list his or her professional address and telephone number. Failure to produce a note as described in this section may, at the discretion of the Chief, result in the absence being treated as an absence without pay. Nothing in this Article XIII, section 2 prevents the Chief, subject to Article XXI, from also pursuing discipline for sick leave misuse.

3. For every two (2) calendar months in which an employee does not use sick leave days and/or injury leave days, such employee shall be credited with one-third of a shift (day or night) of personal leave. The scheduling of such personal leave shall be subject to the guidelines set forth in Article XXIII.

3a. Employees with perfect attendance, zero (0) sick days in a calendar year will be eligible for an annual award. Effective January 1, 2019, those with a full year of perfect attendance in the prior year will receive an award of one thousand dollars (\$1,000.00), those who have taken one 24 hour shift or less off will receive an award of eight-hundred dollars (\$800.00), and those who have taken two 24 hour shirts off or less will receive an award of six-hundred dollars (\$600.00) to be paid on the second payday of the month of January. The City will not consider time employees spend on an approved FMLA leave to be "sick" days for purposes of this section 3(a).

3b. Perfect Attendance “Buy-Back” Incentive. Effective January 1, 2019, members will be eligible to earn annual incentive days for perfect attendance or near perfect attendance. Employees eligible for this incentive will be credited incentive days as described below. Employees will be allowed to accrue up to 50 incentive days which members can “buyback” upon retirement at their current salary at the time of retirement, provided however that such buyback shall not exceed \$10,000 for any individual member. “Retirement” shall mean retirement of any form pursuant to state or local retirement board statutes, rules or regulations.

For employees on a 24-hour work schedule:

Annual Sick Leave Usage

(January 1 - December 31) Incentive Days Earned

0 sick days used 4 incentive days

1 24-hour sick day used 2 incentive days

2 24-hour sick days used 1 incentive days

For employees on a day schedule:

Annual Sick Leave Usage

(January 1 - December 31) Incentive Days Earned

0 sick days used 4 incentive days

1 sick day used 3 incentive days

2 sick days used 2 incentive days

3 sick days used 1 incentive day

Incentive days will be tallied and credited on or before January 31 each year and members will be provided with a cumulative record of their earned incentive days by February 15 each year. Incentive days are for “buy back” purposes only and may not be used for any other purpose.

The City will not consider time employees spend on an approved FMLA leave to be “sick” days for purposes of qualifying for incentive days.

The City will perform a two (2) year look back, for the period from January 1, 2017 to December 31, 2019, and credit members with the incentive days they would have earned during that period pursuant to the parameters described above.

4. Employees shall not engage in outside employment while out on sick leave unless and until they receive permission, in writing, from the Chief Engineer or his/her designee to perform such employment. The Chief shall respond to any such request within twenty-four (24) hours. The Chief may grant or deny any such request or he may require any of the following: (1) a medical evaluation for light duty work at the time of his/her request; and/or (2) a written statement from the requesting employee’s treating physician stating that such outside employment will not delay or impede the employee's recovery and return to full duty. If a physician's statement is required, the Chief shall respond to the request within twenty-four (24) hours of receiving the physician's statement. .

5. Any employee who is out on sick leave shall not be eligible for a minimum manning call back (OT shift), a paid detail, any form of overtime, or perform coverage until after he/she has returned to duty and worked one regularly scheduled twenty-four (24) hour tour.

ARTICLE XIV
DEATH IN THE FAMILY

1. In case of death of a parent, child, spouse, or member of an employee's household, an employee assigned to suppression shall be granted leave from work with pay for two (2) twenty-four (24) hour tours. A non-suppression employee shall be granted leave from work, with pay, for five (5) consecutive work days.
2. In case of the death of an employee's brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law or grandparent of a spouse, employees assigned to suppression shall be granted leave from work, with pay, for up to one (1) twenty-four (24) hour tour. Non-suppression employees shall be granted leave from work, with pay, for three (3) consecutive work days.
3. In case of the death of an aunt or uncle, employees assigned to suppression shall be granted leave from work with pay for up to one, 24-hour shift, day or night. Non-suppression employees shall be granted leave from work, with pay, for up to one (1) work day. For purposes of this Article, aunt or uncle is defined as the brother or sister of an employee's mother or father, including the spouse of that aunt or uncle. Unit members shall be granted leave from work, with pay, for up to one 24-hour tour of bereavement leave for the death of a unit member's step mother, step father, step brother and step sister.
4. Any employee who requests bereavement leave must notify the Fire Department, the Chief or his/her supervisor by 0800 hours on the day following the relative's death.
5. Bereavement leave for Sections two (2) and three (3) above shall begin with the day of death and end with the day of the funeral.

ARTICLE XV
INSURANCE

1. The City will continue to provide a policy or policies of group life and accidental death and dismemberment insurance covering employees Insurance for qualified bargaining unit members will be made available under the Commonwealth of Massachusetts Group Insurance Commission (GIC) pursuant to the GIC's policies, rules and regulations and under applicable law and in accordance with the most recent agreement between the City and the Public Employee Committee (PEC). The employee contribution toward those premiums shall be deducted from their pay on a pre-tax basis in accordance with the applicable statutory law permitting such pre-tax deductions.

ARTICLE XVI
FIRE WATCH AND DEMOLITION DETAILS

1. Whenever a private person or organization is required to obtain, or shall seek, the services of employees of the Fire Department for fire watch duty, such work shall be distributed as equitably as practicable among interested employees by the Chief or his/her designee pursuant to a City-wide master detail list. Adequate notice of any such assignment shall be given, and employees may only perform detail work during off-duty hours. All state statutes and City ordinances relating to fire watch duty shall be observed.

Retired SFD unit members may perform fire details after the assignments have been offered to all active unit members. Retired firefighters must provide the City with an annual medical authorization certifying their fitness for this work.

2. If the Chief or an ordinance requires fire fighters to be present at the demolition of a building in the city, there shall be a detail of off-duty fire fighters assigned in such numbers as may be determined by the Chief. Such assignments shall be made from the same list as are the assignments referred to in Section 1.

3. Any member of the bargaining unit performing fire watch details during his/her off-duty hours shall be paid at the rate of \$55.00 per hour for a minimum of four hours. There shall also be a \$1.00 per hour stipend for all night work performed on such details between the hours of midnight and 0800.

4. Members who serve on such details shall be paid at the rate of one and one-half times the detail rate for:

(1) All such work in excess of eight (8) consecutive hours.

(2) All such work that is performed on:

New Year's Eve: 1600 hours to 2400 hours

New Year's Day: 0001 hours to 0800 hours on January 2 (32 hour tour)

July 4: 1800 hours on July 3 to 0800 hours on July 5 (38 hour tour)

Halloween: 1600 hours on October 31 to 0800 hours on November 1 (16 hour tour)

Thanksgiving: 1800 hours on Wednesday to 0800 hours on Friday (38 hour tour)

Christmas Eve: 1600 hours to 2400 hours

Christmas Day: 0001 hours on December 25 to 0800 hours on December 26 (32 hour tour)

ARTICLE XVII

INJURY LEAVE AND INDEMNIFICATION

1. Members of the bargaining unit shall be granted leave without loss of pay for the period of any absence from duty resulting from personal injury, sickness or illness arising out of or in the course of their employment.

2. The city shall indemnify the members of the bargaining unit, including retirees, for all medical, hospital and related expenses incurred by them as a result of such personal injury, sickness or illness within sixty days after acceptance or establishment of the City's liability for such personal injury, sickness or illness.

3. Absence from a tour because of a personal injury, sickness or illness covered by this Article shall not be deducted from an employee's accumulated sick leave.

4. This Article is intended neither to enlarge nor diminish the statutory rights of the members of the bargaining unit with respect to injury leave and indemnification except as provided below.

5. An employee on injury leave shall be entitled to examination and treatment by a physician of his/her own choice. A doctor designate by the City may examine the employee as to the employee's fitness to resume full fire fighter duty or light duty as described herein. The City's doctor shall review the employee's doctor's opinion if the employee or the City so requests.

If the employee's doctor and the City's doctor disagree as to the employee's fitness to resume such full firefighter duty or light duty, necessary steps shall be taken to have the employee examined by a third doctor. This third doctor shall be appointed from a clinic, hospital, or medical center (after prior consultation with the Union) and shall be qualified to make the necessary determination. Pending receipt of the third doctor's opinion, there shall be no change in the employee's status based on the City doctor's opinion.

If the third doctor determines that the employee is not fit to resume full firefighter duty or light duty as described herein, the employee shall remain on paid injured leave status. If the third doctor determines that the employee is fit to resume full firefighter duty or light duty as described herein, the employee shall be ordered to return to such duty. All costs and expenses of the third doctor's examination shall be borne by the City.

Light duty under this Article shall be limited to duties the employee is capable of performing. Light duty shall be limited to the conduct of fire prevention inspections, staff duties, and to the coordination and conduct of training seminars or workshops on firefighting techniques or equipment. Employees may be assigned to light duty only if they are expected to return to full duty within a reasonable period of time. Employees who are assigned to light duty shall work within the scheduling guidelines described in Article VIII, Section 8.

An employee who is on a light duty assignment shall be provided with whatever time off without loss in pay is needed for medical examination and treatment of and rehabilitation from his/her injury subject to the approval of the Chief after sufficient documentation is provided detailing the necessity of said examination, treatment or rehabilitation. The objective of this provision is to enable the injured employee to return to full duty as soon as possible.

While on a light duty assignment, an employee shall be entitled to all contractual salary, fringe, and other benefits. The City will certify to the employee's condition while he/she is on light duty assignment. Members on light duty will not be eligible for paid details, overtime or coverage.

6. Employees shall not engage in outside employment while out on injury leave unless and until they receive permission to do so, in writing, from the Chief Engineer or his/her designee to perform such employment. The Chief Engineer shall respond to any such request within twenty-four (24) hours. The Chief may grant or deny any such request or he/she may require any of the following: (1) a medical evaluation for light duty work at the time of his/her request; and/or (2) a written statement from the requesting employees treating physician stating that such outside employment shall not delay or impede the employee's recovery and return to full duty. If a physician's statement is required the Chief shall respond to the request within twenty-four (24) hours of receiving the physician's statement.

7. Any employee who is absent on injury leave for more than four (4) consecutive shifts must contact the Chief Engineer or his/her designee in person or by telephone by 1300 hours on the Wednesday following such four (4) tour absence and on each successive Wednesday until he/she returns to work.

ARTICLE XVIII
SUBSTITUTIONS

1. Members of the Fire Department shall be permitted to substitute or exchange time with other members of the Department of equal rank on a City-wide basis. The Captain or his/her designee of the station in which the substitute is to work shall be given reasonable notice of all such substitutions. The Captain or his/her designee of the station in which the substitute is to work shall be responsible for keeping track of all such substitutions, both worked and owed, and will provide same to the Chief Engineer upon request. Except in the case of vacation period substitutions, each member of the Fire Department shall be allowed a maximum of five (5) substitutions per month, of which no more than two (2) substitutions can be day shifts scheduled for Monday through Friday inclusive, excluding holidays. Any substitutions beyond that allowed herein may be granted at the discretion of the Chief. At the time of an employee's retirement, he/she must affirm in writing to the City that they do not owe any substitutions.

All substitutions, including vacation substitutions, must be between qualified personnel. The Chief or his/her designee may determine whether a designee for substitution is qualified to perform the duties of the person for whom he/she is substituting.

2. Each twenty-four (24) hour tour shall be divided into a day shift and a night shift, as defined in Article VIII, for purposes of substitutions or exchange of time.

ARTICLE XIX
MILITARY LEAVE

The present practices with regard to the two-week summer military training tours, fifteen (15) days within the continental United States or seventeen (17) days outside the continental United States, shall be continued. Employees participating in such training shall not be required to apply their vacation period, or any part thereof, to any such military training period.

ARTICLE XX
TRANSFERS, VACANCIES AND WORKING OUT OF GRADE

1. If there are permanent vacancies within the Department, they shall be posted within each fire station for not less than one week.

2. Whenever a temporary vacancy exists in an officer's rank in a particular Company, the first eight tours of duty will be filled by the employee in the next lower rank in that group in that Company with the greatest Departmental seniority, provided that he/has at least three years of experience in the Fire Department and provided that he is capable and willing to perform the duties of the officer's rank; if the said senior employee in the group who is regularly assigned to that Company is not able or does not wish to fill the temporary vacancy, it shall be filled by the next most senior employee in the next lower rank in that group in that Company and so forth until all of the employees in the next lower rank in that group in the Company have been given the opportunity to fill the temporary vacancy subject to the requirements of at least three years of experience in the Fire Department and that the employee be capable and willing to perform the duties of the officer's rank. If there is no such employee in the next lower rank in that group in that Company, the first eight tours of the temporary vacancy in the officer's rank shall be filled by the employee in that group in that station who has the greatest Station seniority, irrespective of which Company he is regularly assigned to, provided that he has at least three years of experience in the Fire Department. As used herein, station seniority shall be based upon the overall departmental seniority of the

employees who are permanently assigned to a given station.

3. Whenever a temporary vacancy exists in any position for more than eight tours of duty, it shall be filled for the duration of the vacancy from the established Civil Service list in existence for that position, if any, and, if there is no such active list, then it shall be filled in the same manner as hereinafter provided in Section 4 for filling permanent vacancies in promotional positions for which there is no established Civil Service list in existence at the time.

4. Whenever a permanent vacancy exists in any promotional position (i.e., Lieutenant, Captain, etc.) and there is no established Civil Service list in existence for that position, then, until such time as a new list for the position is established by Civil Service, the vacancy shall be filled by the employee with the greatest seniority in the next lower grade in the station in which the vacancy occurs in the case of the Lieutenant's or Captain's grade or by the employee with the greatest seniority in the next lower grade in the department in the case of the District Chief's or Deputy Chief's grade provided that, in either case, the senior man is capable and willing to assume the duties of the vacancy.

5. Whenever a member of the bargaining unit works out of grade, he shall be paid for such work at the level of the first step of the next higher grade, irrespective of the grade that he is working in. For example, a Firefighter who works out of grade in a Lieutenant's position shall be paid for such work at the minimum salary level for a Lieutenant; but if that same Firefighter should work out of grade in a Captain's position, he would still be paid for such work at the minimum Lieutenant's salary. Out of grade shall be calculated using the difference between an individual's weekly pay and the weekly pay that individual would receive if he /she were promoted to the first step of the next higher grade.

6. The City agrees to take reasonable steps to request a Civil Service examination for the positions of Lieutenant, Captain, District Chief and Deputy Chief with the intent that the Civil Service lists for these ranks shall be continuously in effect.

7. Members of the bargaining unit shall be assigned to Companies rather than to stations.

ARTICLE XXI **JUST CAUSE**

There shall be no discipline of any kind imposed upon any member of the bargaining unit except for just cause.

ARTICLE XXII **MISCELLANEOUS WORKING CONDITIONS**

1. Whenever snowplows are needed to plow the City's streets, the plow shall also plow out the ramps and aprons of all firehouses.

2. There shall be one city-wide list for pilot duty. Whenever a fire company from another city or town covers one of the City's fire stations pursuant to a Mutual Aid Agreement, a member of the bargaining unit shall be called in from that list to act as a pilot for that company. He/She shall be guaranteed a minimum of four hours pay at the rate of time and one-half.

3. Employees must live within twenty-five (25) miles of the City measured from closest boundary of

the community in which such officers live to the boundary of the City of Somerville that is closest to the community where the officers live, and in any event, within the Commonwealth. If an employee is determined to reside in a community that is greater than twenty-five (25) miles from the City of Somerville as measured above, unless exempted from this requirement by the Chief Engineer, he/she shall be given one (1) year to relocate to a community that measures no less than twenty-five (25) miles from the City of Somerville as measured above. If an employee once notified of a violation fails to relocate to a community within twenty-five (25) miles of the City or relocates to a community within twenty-five (25) miles of the City and is later found to reside outside these limits again, s/he shall be terminated forthwith.

4. A committee of no more than three members representing the Association shall, upon their request, meet with the Chief or his/her designee at least once every other month to discuss and make recommendations for improvements relating to the general health and safety of the employees. The City shall continue to provide safe and efficient equipment and material to protect the health and safety of the members of the bargaining unit.

5. Whenever any charitable or civic organization seeks the assistance of the employees of the Fire Department to assist voluntarily in an activity promoting the objectives of that organization, the Chief, a representative of the Mayor and a committee of the Association shall determine the extent, to which, if any, they will lend their assistance to the activity.

6. The City shall pay the Association Honor/Color Guard the sum of \$2,000.00 during each fiscal year.

7. Upon request, any member of the bargaining unit shall have the right to examine his/her personnel file and to be supplied with a copy of any document contained therein. Nothing of a detrimental nature shall be added to any member's personnel file unless it has first been shown to him/her. The member shall acknowledge having seen said document by signing it.

8. The members of the Somerville Fire Department shall not be asked, ordered or required to perform duties, functions and responsibilities which are unrelated to the normal duties of a fire department and which are customarily within the jurisdiction of other municipal departments.

9. During and/or after snowstorms, members of the bargaining unit shall shovel out hydrants whenever the Deputy Chief on duty determines that such shoveling out of hydrants is necessary. When such a determination is made, it shall be exercised subject to the following limitations:

- a. The shoveling shall take place during daylight hours only.
- b. Hydrants will be shoveled out only to the extent necessary to make them operable.
- c. Members of the bargaining unit shall not be directed or required to shovel pathways to the hydrants either from the street or the sidewalk.

10. The aide to the Deputy Chief shall not be detailed to other assignments.

11. Subject to the operating needs of the Department as determined by the Chief, every effort will be made not to schedule training either during the period from 1130 hours to 1300 hours or during extreme or inclement weather conditions.

12. Station details will be scheduled to work a twenty-four (24) hour tour, a day shift, a night shift, or part of a day or night shift, as needed.
13. No employee shall be compensated with time off for work done outside the regular work schedule.
14. The Department shall make every effort to have a marked Fire Department vehicle available for members to use during paid details subject to regular Department rules. Any requests for a vehicle must be made in advance of such detail.
15. All stations shall provide a secure locker for employees detailed to that station.
16. All Members of the Fire Department must possess a current, valid Massachusetts driver's license. Any time a Member's license is revoked or otherwise rendered invalid it must be immediately reported to the Chief Engineer.
17. Any member of the Department who is named as a defendant in any criminal action or is arrested for any reason shall notify the Chief Engineer within twenty-four (24) hours of being so named or arrested.
18. All Members of the Department hired after January 1, 1995 shall, as a condition of continued employment, successfully complete the Massachusetts Firefighting Academy Recruit Training Program or such other recruit training program as determined by the Chief Engineer.
19. Firefighters shall be responsible for removing snow from all sidewalks and pathways around Fire Department buildings except on the Lowell Street side of the Somerville Avenue Station.
20. Except to the reference to twenty-four (24) hour tours as deemed in Article VIII (1), any references to tour or day will be defined as two individual shifts, consisting of one day shift and one night shift.
21. The City agrees to contribute to the upkeep of the Arrow Paper Memorial. Contributions shall be paid annually, at the same time the Color Guard payment is made, in a lump sum in the amount of \$2,500.00
22. All employees must check and read all email received in their City email accounts during each work shift as follows:

Officers must check and read their City email within 1 hour of the start of their shift, or as soon as possible after the start of each shift.

Firefighters must check and read their City email within 4 hours of the start of their shift, or as soon as possible after the start of each shift.

ARTICLE XXIII

PERSONAL LEAVE TOURS AND VACATION TOUR SCHEDULING

1. Each member of the bargaining unit shall be credited with two (2) tours of personal leave per calendar year. These Personal Leave Tours will be credited to each employee's record on January 1ST.

2. The scheduling of personal leave and vacation leave is restricted as follows:
 - A. The suppression group, excluding chief officers, will be allowed a maximum of three (3) personal/vacation leave tours per shift. Personal leave tours shall be limited to two (2) per shift from June 1st through August 31st.
 - B. Suppression chief officers shall be allowed one (1) personal/vacation tour per shift; provided, however, that the other chief officer assigned to the group is available to cover the vacancy when requested.
 - C. Non-suppression personnel assigned to fire prevention and administration shall be allowed to schedule personal leave and vacation leave subject to the operating needs of the Department. Two (2) members must be available in fire prevention and one (1) available in administration when requested.
3. Requests for personal leave and vacation leave may not be submitted more than six (6) months in advance of the requested date.
4. Any personal leave and vacation tour leave requested more than thirty (30) days in advance of the requested date shall be held on file. Requests shall be granted thirty (30) days prior to the requested date to the employee with the highest Departmental seniority in each category in Section 2, regardless of rank. Within thirty (30) days of the requested date, requests will be reviewed each business day at 1000 hours and shall be awarded on a first-come first serve basis. If more than the allotted number apply for a particular day, Departmental seniority, regardless of rank, shall be the determinative factor.
5. No personal leave or vacation leave shall be granted whenever the Chief or his/her designee determine that the severity of conditions requires additional personnel to be called back to work. Personal tours already granted will not be cancelled.
6. Personal leave may be accumulated from year to year. Vacation leave may not be accumulated from year to year.
7. Any personal leave not used by the termination of employment is forfeited. Upon termination of employment, any unused vacation leave that has not been forfeited pursuant to Article XII (J) shall be paid in accordance with the Fire Department policy.
8. Personal leave may be scheduled on a full or half shift basis. Vacation leave may only be scheduled as full shifts.
9. Personal leave and vacation leave may not be transferred to another employee, except that chief officers may transfer such leave if so approved by the Chief.
10. Employees that have been granted personal leave or vacation leave shall not be eligible for shift overtime during their leave shift, except for pilot and air supply duty.
11. Personal leave and vacation tour leave may only be used during an employee's regularly scheduled shift.

12. Thanksgiving Day, Christmas Day and New Year's Day will be divided into two tours. Firefighters may not take a vacation or personal tour for more than one of the two tours. Forty-eight (48) hours prior to the start of a holiday shift as listed above, if the shift is still vacant a member that has already been awarded a personal or vacation tour may request the vacant tour as either a personal tour or vacation tour. Seniority will be the determining factor

13. An employee must give a minimum of a twenty-four (24) hour cancellation notice for any "V" or "P" days.

ARTICLE XXIV
PARENTAL/ADOPTIVE LEAVE

Each employee shall be entitled to fourteen (14) consecutive days leave of absence with pay, taken within 3 months of the birth or adoption of a child. With prior approval of the Chief Engineer, the fourteen (14) days may be broken into 2 consecutive, seven (7) day periods within 3 months of the birth or adoption of a child. This provision shall not affect maternity leave. Proof of birth shall be filed with the Administration office within thirty (30) days after the birth or adoption by providing a birth certificate with the unit member's name or adoption papers. The parties agree to negotiate maternity leave during the life of this contract.

ARTICLE XXV
OTHER LEAVES OF ABSENCE

Subject to the operating needs of the Department, as determined by the Chief, leaves of absence without loss of pay or benefits will be granted for the following reasons:

- (a) attendance by an employee who is a veteran, as defined in Section 21, Chapter 31 of the General Laws, as a pallbearer, escort, bugler or member of a firing squad or color detail at the funeral or memorial service of a veteran, as so defined, or of any person who dies under other than dishonorable circumstance while serving in the armed services of the United States in time of war or insurrection;
- (b) attendance by an employee who is a veteran, as defined in Section 21, Chapter 31 of the General Laws, as a delegate or alternate to state or national conventions of certain veterans' organizations as designated from time to time, during the life of this Agreement, by the Mayor of the City;
- (c) inoculation required by the City;
- (d) Red Cross blood donations authorized by the department;
- (e) Promotional examinations conducted under Civil Service Law and rule for promotion to any positions in the service of the Department;
- (f) medical examinations for retirement purposes;
- (g) attendance at educational programs required or authorized by the City or the Department.

ARTICLE XXVI
EXISTING RIGHTS AND PRIVILEGES

1. Nothing in this Agreement shall be deemed to diminish any rights or benefits conferred by any statute or ordinance.
2. In behalf of the City, the Mayor agrees to submit to the Board of Alderman any ordinance change or appropriation request necessary to implement the terms of this Agreement.
3. It is recognized and agreed that all positions within the Somerville Fire Department are presently and will continue to be covered by Chapter 31 of the General Laws of Massachusetts.

ARTICLE XXVII
STABILITY OF AGREEMENT

1. The City shall not enter into any agreement with any individual employee which is contrary to the terms of this Agreement.
2. No agreement, understanding or alteration of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by them.
3. The failure of either party hereto to insist upon compliance with any of the terms or conditions of this Agreement on any occasion shall not be construed to be a waiver by that party of its right to insist upon compliance in the future with such terms and conditions.

ARTICLE XXVIII
MANAGEMENT RIGHTS

1. The City, the Mayor and the Chief respectively reserve and retain all powers, authority and prerogatives not expressly abridged or modified by this Agreement. Neither the City nor the Mayor nor the Chief shall be deemed to be limited in any way by this Agreement in the exercise of the regular and customary functions of municipal management except as they may be expressly abridged or modified by this Agreement. The foregoing rights shall consist of the right to recruit, assign, transfer and promote, to discharge, suspend and demote for just cause, to determine methods and means of administration and operation, to control the budget, to promulgate rules and regulations, all subject to any express provision in the contract to the contrary and to Civil Service requirements.
2. The City, at its sole discretion, shall have the right to implement and require the use of technological enhancements or new technologies such as Global Positioning System (GPS), Automatic Vehicle Locator (AVL), new computer software or hardware, machinery, security devices, and portable electronic devices. To the extent necessary for employees to become competent on any new systems or equipment, the City will provide training regarding the use and/or maintenance of this equipment to employees. The purpose in implementing new technologies is to enhance the safety of the public, increase efficiency of its operations, and improve the quality and delivery of services to members of the public. Excessive monitoring of

employees is not the intended purpose of any new technology. Information gathered from new technology may be used for investigatory and/or disciplinary purposes as deemed appropriate by the City and consistent with Article XXI. The City does not intend to use new technology to second-guess the good faith and responsible exercise of professional judgment by unit members. The City will give the Union at least 60 days' notice prior to implementing any new technology, and the parties will engage in impact bargaining, to the extent required by law, over decisions the City makes under this Article XXVIII, section 2. Topics like frequency, duration and location of training on new technology will be part of impact bargaining discussions. The City agrees that this Article XXVIII, sec 2 will not apply to the City's implementation of technology that relies on biometric measures.

ARTICLE XXIX **JURY DUTY**

1. During the period of time that any member of the bargaining unit serves on jury duty, he shall not be required to work his/her regularly scheduled tour of duty, whether day or night tours, and the City shall compensate him for any difference between his/her regular weekly salary and whatever compensation he receives for serving on jury duty. Members of the Department on jury duty who are dismissed prior to 1300 hours shall report to duty for the night shift. Members dismissed after 1300 hours will not be required to report for duty on the night shift. Verification of juror service must be provided to the Administration office. (This section shall not apply to employees working the twenty-four hour shift).
2. Personnel working the twenty-four (24) hour shift on the day preceding jury duty will be dismissed for the night shift at 1800 hours. Personnel working the twenty-four (24) hour shift the day of jury duty will be dismissed from work at 0800 hours and will return to duty following their release from jury duty. Once jury duty has been completed, Members of the Department will so notify the Department and will return to duty at 1800 hours.
3. If an employee is selected for service on a Grand Jury he/she will be detailed to day personnel in Administration/Fire Prevention during that service period. Employees shall be dismissed from work for each scheduled day of Grand Jury service. If the employee is not scheduled for Grand Jury service on a particular day during the Grand Jury service period the employee shall remain in the non-suppression position for the day. The assignment of an employee serving on a Grand Jury shall be structured as a regular workweek of four (4) ten (10) hour days. The employee shall not be required to work weekends or holidays during which the regular day personnel are scheduled to be off duty.
4. An employee that is selected for Trial Duty service shall be dismissed from his/her regular work shift starting from the day of Jury Trial service until the Jury Trial service has ended. When the employee is dismissed from Jury Trial Service he/she must notify the administration office that he or she will be returning to his/her regular scheduled work shift.

ARTICLE XXX **SUBSTANCE ABUSE PROGRAM**

- I. Drug Testing Based on a Reasonable Suspicion

- A. An employee shall be subject to an immediate drug test if the employee's Superior Officer determines reasonable suspicion of drug use.
- B. The reasonable suspicion standard for drug testing is based upon a specific objective fact(s) and reasonable inferences drawn from the fact(s), reasonable in light of experience that the individual may be involved in the use of any illegally used controlled substance. Reasonable suspicion may be based upon the following or other, comparable fact patterns:
 - (1) Observable phenomena, such as direct observation of illegal use or possession of drugs and/or the physical symptoms of being under the influence of a controlled substance.
 - (2) A documentable pattern of abnormal conduct or erratic behavior while on duty (i.e. slurred speech, uncoordinated movement or gait, stupor, excessive giddiness, unexplained periods of exhilaration and excitement, impaired judgement, deteriorating work performance or frequent accidents not attributable to other factors.)
 - (3) Arrest, indictment or conviction for a drug related offense or the identification of an employee, through an affidavit from a law enforcement agency, as the focus of a criminal investigation into illegal drug use or trafficking.
 - (4) Causing an accident with "accident" being defined as an unplanned, unexpected and unintended event which:
 - (a) Initially appears to have been caused wholly or partially by an employee; and
 - (b) Results in either:
 - (i) Fatality;
 - (ii) Any serious injury requiring medical treatment away from the scene of the event; or
 - (iii) Damage to property in excess of \$25,000 to a fire department vehicle or in excess of \$10,000 to another vehicle other than fire department vehicle.

Notwithstanding the foregoing, determination of reasonable suspicion shall comport with Constitutional guarantees and limits.

- C. The Company Officer shall consult with the Chief Officer on Duty (Deputy) and the Chief of department in determining whether reasonable suspicion exists and if the employee shall be referred for testing. The Chief of Department shall provide a written report setting forth his/her grounds for determining reasonable suspicion.
- D. In those cases where the Deputy Chief determines that the employee's condition or behavior causes a potential threat of harm to himself/herself or others, the employee will be immediately escorted to the collection facility and shall be placed on paid administrative leave.
- E. Once an employee has been referred for testing based on reasonable suspicion, it will be the responsibility of the Deputy Chief to advise the employee of such decision and to escort the employee to the collection facility. A Superior Officer shall remain with the employee at the collection site until testing is concluded. If the employee so desires, an Association representative, if available, may accompany him/her to the collection facility to act as an observer. Once the collection procedures are over, the Superior Officer shall transport the employee to the Fire Station and arrange for transportation for the employee to his/her home or residence. The Deputy Chief shall also notify the employee that he/she is not to return to work pending receipt of the test results or until a determination is made that reasonable suspicion was not substantiated. The employee shall be in a pay status when referred to and being tested and while awaiting the test results.

F. Appeal of Decision to Test under “Reasonable Suspicion”

1. Should an employee dispute the determination that “reasonable suspicion” exists for requiring his/her submission to a drug test, as discussed in Section I of this Article, the employee shall so notify the City by filing an appeal with the office of the Fire Chief or the Deputy Chief at the time a specimen is provided by the employee. The Superior Officer shall notify the laboratory simultaneously with delivery of the specimen that the test is subject to protest. The sample shall be held and no testing done until a determination is made after the appeal process set forth herein.
2. The dispute shall be submitted immediately upon provision of the sample to the City’s Personnel Director. The Fire Department shall be confined to substantiation of the reasons articulated pursuant to Section (B) of this Article. The employee and the Department shall be entitled to representation at the hearing; the employee by the Association, the Department by counsel. The employee and the Association shall have the right to refute any of the reasons so articulated.
3. Should the Personnel Director determine that there was “reasonable suspicion”; the laboratory shall be instructed to immediately conduct the test of the employee sample. The results of such test shall be forewith delivered to the Fire Chief and said tested employee.
4. Should the Director of Personnel determine that there was not “reasonable suspicion” to test, the employee urine sample and all records associated with the incident shall be destroyed forewith.

II. Post-Incident Testing

An employee shall be subject to an immediate post-incident drug test when involved in a “critical incident”. A “critical incident” is defined as:

1. The action of any on duty employee which results in injury or death of another person.
2. The operation of a vehicle on duty or any time in a department vehicle off duty by an employee which results in a fatal traffic accident or an accident causing serious injury or property damage in excess of \$25,000 to a fire department vehicle or in excess of \$10,000 to another vehicle other than a fire department vehicle.
3. Any other event that may be agreed upon by the City and the Union as constituting a “critical incident”.

An employee who tests positive after a post-incident drug test shall be subject to the same conditions as those who test positive following a “reasonable suspicion” drug test.

III. Procedures for Drug Testing

- A. All urine drug testing will be performed under the Federal Department of Health and Human Services Mandatory Guidelines for federal workplace testing as described in Appendix DT/S-I, “Procedures for Drug Testing”. These procedures call for the use of an Immunoassay Screen (i.e. “EMIT”) with all positive results tested for confirmation using Gas Chromatography/Mass Spectrometry (GC/MS) technology or more advanced technology agreed to by the City and the Association.
- B. In accordance with M.G.L. Chapter 94C, all drug tests will consist of determinations of the presence of these five drugs, classes of drugs, or their metabolites:

Marijuana metabolites, cocaine metabolites, opiate metabolites, phencyclidine (PCP) and amphetamines.

The initial test shall use an Immunoassay. The following initial cut-off levels shall be used when screening specimens to determine whether they are negative for these five drugs or classes of drugs.

	Initial Test Cut-Off Levels (ng/ml)
Marijuana metabolites	100
Cocaine metabolites	300
Opiates metabolites (25 ng/ml if Immunoassay specific for morphine)	300
Phencyclidine	25
Amphetamines	1000
Alcohol	.04 blood alcohol level

All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques as the cutoff levels listed in this paragraph for each drug. All confirmations shall be by quantitative analysis.

	Confirmatory Test Cut-Off Levels (ng/ml)
Marijuana metabolites	15
Cocaine metabolites	150
Opiates:	
Morphine	300
Cocaine	300
Phencyclidine	25
Amphetamines:	
Amphetamine	500
Methamphetamine	500
Alcohol	.04 blood alcohol level

- C. At the time of the drug test, the employee's urine sample will be divided into two collection bottles ("split sampling"). If a specimen is reported as positive, the employee may have the untested specimen independently tested by a laboratory licensed by the Massachusetts Department of Public Health to perform forensic/drug testing, upon written application to the Fire Chief with seventy-two (72) hours of the notification of a positive result, consistent with the Health and Human Services Guidelines.
- D. At the time that the employee provides a urine sample, the employee shall also provide a confidential, written statement as to whether he/she is using any prescription drugs. If the test is positive, the employee must present evidence of the use of prescribing physician and copies of prescriptions.

- E. If an employee tests negative and/or is successful in an appeal of the ground for a “reasonable suspicion” test, said urine samples shall be destroyed and no material on such test shall be placed or remain in the employee’s personnel file and any other City/Department file.

The order for test submission and the actual testing process and results shall not be implemented for the purpose of substantiating criminal allegations against the subject employee.

IV. Refusal to Submit to Testing

An employee’s refusal to submit to a test when directed will be deemed to have tested positive and will be immediately placed on paid leave. Failure or refusal to submit to such tests as directed includes: the failure to proceed directly to the testing facility as directed, failure to provide adequate amount of urine for testing, or failure to complete all of the necessary paperwork. Additionally, notwithstanding any other provision of this policy, such employee may be subject to serious disciplinary action, up to and including discharge.

V. Consequences of a Confirmed Positive Test

- A. Employees who test positive for use of drugs may be subject to disciplinary action. However, any employee testing positive for the first time shall be allowed to enter a rehabilitation program, in-state or out-of-state, in lieu of discipline with the full support and encouragement of the City and shall be subject to unannounced testing for a period of twenty-four months following a first positive test. A second positive test will result in disciplinary action. The employee will be allowed to again enter a rehabilitation program and shall be subject to unannounced testing for thirty-six months. A third positive test may result in termination.
- B. An employee must provide documentation to the City or its Fire Chief regarding entry into and successful completion of said rehabilitation program.
- C. An employee’s contractual seniority will not be interrupted by any in-patient or outpatient participation in a rehabilitation program as provided in the Article.
- D. The employee must successfully complete the rehabilitation program before returning to duty.
- E. During any in-patient period of such rehabilitation program(s), an employee can utilize sick, vacation or other leave credits otherwise available to him or her by the Association/City Collective bargaining agreement to maintain compensation status. During any outpatient period of such rehabilitation program, he/she may use up to a maximum of ten (10) days sick leave, if needed, by him/her while enrolled in such programs and can also utilize vacation or other leave credits otherwise so available to him/her to maintain compensation status.

The City will pay the cost of those items not otherwise covered by the employee’s health insurance plan for any rehabilitation program pre-approved by the City or the Fire Chief.

- F. An employee’s failure to successfully complete the rehabilitation program, where such failure is not based on his/her failure to attend, cooperate with or participate in the rehabilitation

program, may result in disciplinary action and the employee may be required to undergo further rehabilitation. After a second unsuccessful attempt at rehabilitation, the subject employee may be disciplined, up to and including termination. An employee's failure to successfully complete the rehabilitation program, where such failure is attributable to employee fault regarding attendance at, cooperation with or participation in the rehabilitation program, may result in discipline, up to and including termination.

- G. Upon return to duty following a first positive test and after successful completion of the drug rehabilitation program, the employee shall be subject to unannounced, follow-up drug testing for a period of twenty-four months. Following a second positive test, and after successful completion of the drug rehabilitation program, the employee will be subject to unannounced follow-up testing for a period of thirty-six months, during which time any positive test results may result in termination. An employee refusing to be administered a drug test during said twenty-four or thirty-six month period, when required by the Fire Chief, shall be terminated.
- H. Once treatment and any follow-up care are completed, and employee has completed his random testing period (24 or 36 months), the employee's personnel file shall be purged of any reference to his/her drug or alcohol problem.

VI. Selection of Laboratory and Medical Review Officer

- A. The Department shall contract for laboratory services with a laboratory certified by the Federal Department of Health and Human Services under the Mandatory Guidelines for Federal Workplace Drug Testing Programs, and by the Massachusetts Department of Public Health.
- B. As set forth in said Mandatory Guidelines, there shall be a Medical Review Officer ("MRO") chosen to fulfill the function of reviewing the results of the tested employee and protecting the confidential nature of the employee's medical information. The qualifications of the MRO, as set forth in said Guidelines, include being a licensed physician. The function of the MRO is to review and interpret confirmed positive test results obtained through the Department's testing program. The MRO shall not be an employee of the City.

VII. Confidentiality of Records

- A. Test results and other information relating to drug testing of an employee shall be maintained in a confidential file separate from the employee's personnel file.
- B. Information shall only be accessible to the Chief of Department or Mayor and not be released to any party without express written consent of employee.

VIII.

The Employer shall not discipline employees who voluntarily come forward and ask for assistance to deal with a drug or alcohol problem. No disciplinary action will be taken against an employee unless he/she refuses the opportunity for rehabilitation, fails to complete a rehabilitation program successfully, or again tests positive for drugs within twenty-four months of completing an appropriate rehabilitation program.

ARTICLE XXXI
SAVINGS CLAUSE

1. Each clause of this Agreement is totally severable from every other clause hereof.

2. Should any clause of this Agreement be declared by any court or agency of competent jurisdiction to be invalid or unenforceable, the validity of all other clauses of this agreement shall be unaffected thereby, and shall remain in full force and effect during its term.

ARTICLE XXXII
DURATION

This contract shall constituting two (2) separate agreements shall be in full force and effect through the following dates:

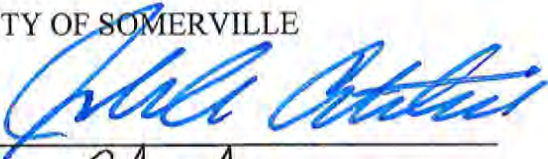
JULY 1, 2018 - JUNE 30, 2020

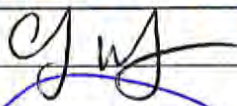
JULY 1, 2020 – JUNE 30, 2023

and from year to year thereafter, unless either party wishing to terminate, amend or modify the contract so notifies the other party in writing on any anniversary date thereof. Within fifteen days after receipt of such notification by either party, a conference shall be held between the City and the Association for the purpose of commencing negotiations concerning such amendments, modifications or termination.

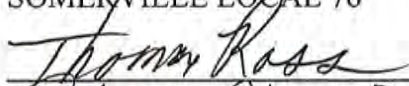
EXECUTED IN THE CITY OF SOMERVILLE THIS 4th DAY OF OCTOBER, 2019.

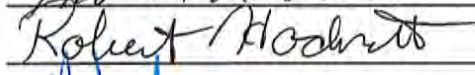
CITY OF SOMERVILLE






FIREFIGHTERS ASSOCIATION OF
SOMERVILLE LOCAL 76







APPENDIX A

This Appendix is intentionally left blank.

APPENDIX B
RETIREMENT BENEFITS

1. Vacation: Paid for unused vacation in the calendar year of retirement.
2. Holidays: Paid for holidays worked.
3. Hazardous Duty: Paid in quarterly increments as follows effective July 1, 2019

Retirement Occurs:	Percent of payment:	Current Amt: (3000.00)
January 1st to March 31st	25%	\$750.00
April 1st to June 30th	50%	\$1500.00
July 1st to Sept. 30th	75%	\$2250.00
Oct. 1st to December 31st	100%	\$3000.00

4. Sick Leave – Perfect Attendance Effective January 1, 2019

Retirement Occurs:	Percent of Payment	Perfect Attendance: (\$1000.00)
January 1st to March 31st	25%	\$250.00
April 1st to June 30th	50%	\$500.00
July 1st to Sept. 30th	75%	\$750.00
Oct. 1st to Dec. 31st	100%	\$1000.00
One 24hr shift absent		\$800.00
January 1st to March 31st	25%	\$200.00
April 1st to June 30th	50%	\$400.00
July 1st to Sept. 30th	75%	\$600.00
Oct. 1st to Dec. 31st	100%	\$800.00
Two 24hr shifts absent		\$600.00
January 1st to March 31st	25%	\$150.00
April 1st to June 30th	50%	\$300.00
July 1st to Sept. 30th	75%	\$450.00
Oct. 1st to Dec. 31st	100%	\$600.00

5. Retirement Notice Bonus

Effective immediately following City Council appropriation of funds, unit members who give the City advanced written notice of their retirement will receive a one-time bonus described below as soon as practicable following their retirement from the City, subject to all usual withholdings. Employees who

retire within 6 months of their mandatory retirement date will not be eligible for this stipend. This notice must be in writing, signed by the unit member, and given to the Director of Personnel (date stamped by Personnel), with a copy to the Chief Engineer.

<u>Period of notice</u>	<u>Bonus</u>
Six (6) months	\$2,000.00
Three (3) months	\$1,000.00

Unit members who retire during fiscal year 2020 will be presumed to have given six (6) months of notice, provided that they give notice as soon as possible following the City Council's funding of the 2018-2023 contract.

