

AGREEMENT
BETWEEN

THE TOWN OF NATICK
MASSACHUSETTS

AND

LOCAL 1707,
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, AFL-CIO

July 1, 2012 through June 30, 2015

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AGREEMENT

Agreement effective July 1, 2012, through June 30, 2015, between the Town of Natick, Massachusetts (hereinafter called the Town) and Local 1707, International Association of Firefighters, AFL-CIO (hereinafter called the Union).

ARTICLE I - RECOGNITION

In recognition of the fact that a majority of the employees in the units described below have selected the Union as exclusive bargaining representative, the Town of Natick hereby recognizes the Union as the exclusive bargaining representative for the employees described below, in separate bargaining units, as follows:

Unit A:

All regular full-time uniformed employees of the Natick Fire Department, but excluding the Fire Chief, the Deputy Fire Chiefs, and the Administrative Clerk, and further excluding all other employees of the Natick Fire Department.

Unit B:

All regular full-time non-uniformed employees of the Natick Fire Department, including all communications personnel, but excluding all other employees of the Natick Fire Department.

ARTICLE II - PARTICIPATION IN UNION

The Town will advise the Union in writing of the name, address and classification of each new employee covered by this Agreement. The Town recognizes the right of any employee to become a member of the Union and will not discourage, discriminate or in any other way interfere with the right of any employee to become and remain a member of the Union.

ARTICLE III - NON DISCRIMINATION

Neither the Town nor the Union will discriminate against any employee covered by this Agreement or applicant for employment because of age, race, color, creed, sex or national origin.

ARTICLE IV - EMPLOYEE RIGHTS, OBLIGATIONS, AND UNION ACTIVITIES

Section 1.

Insofar as requirements of the Fire Department permit, Union Officers and/or Stewards will be excused from duty, without pay, when required to conduct business other than joint meetings with management.

Union Officers and/or Stewards shall give reasonable notice of their intent to engage in such business to their respective company-rank officer so that the work schedule may be arranged accordingly.

Section 2.

Conditions of work permitting, Union Officers and/or Stewards shall be excused from their normal tour of duty, without pay, only for such period of time as is required to conduct their Union business. In no event shall such excused absence exceed four (4) consecutive working hours.

Section 3.

There shall be no solicitation of employees for Union membership or dues conducted on fire station property during working hours by the Union, its representative or by employees.

Section 4.

Union meetings are not to be conducted in fire stations unless prior arrangements are made with the Fire Chief.

Section 5.

No Union activities will be carried on during working hours which will interfere with the normal operations of the Fire Department.

There shall be no deductions of pay from grievants and/or Union Officers or Stewards when engaged in joint meetings with management during working hours.

Section 6.

The Union shall furnish the Fire Chief with a written list of its Local Officers and Shop Stewards, and shall, as soon as possible, notify him in writing of any changes therein. Only those Officers and Stewards shall be recognized by the Town and/or Fire Chief, for purposes of joint meetings except that, at the Union's discretion, the Union may be represented by an International Officer and/or counsel.

Section 7.

The President, Vice-President or Designee of the Union shall be entitled to a total of sixteen (16) shifts off during any fiscal year for purposes of attending to Union business, including conventions.

ARTICLE V - RIGHTS OF MANAGEMENT

Section 1.

It is agreed that management officials of the Town of Natick and of its Fire Department retain all the rights vested in them by the General Laws of Massachusetts. More particularly, the Fire Chief has full and absolute authority in the administration of the Fire Department, shall make all rules and regulations for its operation, and has the following rights, including, but not limited to, the right to direct employees, to hire, promote, transfer, assign and retain employees within the Fire Department and to suspend, demote discharge or take other disciplinary action against employees for just cause or for any other legitimate reason, to maintain the efficiency of the operations entrusted to him, to determine the methods, means and personnel by which such operations are to be conducted, including subcontracting, if deemed necessary and to make whatever action may be necessary to carry out the mission of the Fire Department in situations of emergency. It is acknowledged that these rights are vested exclusively in the Fire Chief, subject only to statutory limitations, so long as the exercise of these rights does not conflict with any term or condition of this Agreement and the General Laws of Massachusetts

Section 2.

For purposes of this Agreement, the term "Management Officials" includes members of the Natick Board of Selectmen, Fire Chief and anyone duly designated as acting in any of the aforesaid positions.

ARTICLE VI - ASSIGNMENT OF WORK/ACCEPTING ASSIGNMENTS

Section 1.

Unless specifically provided for elsewhere in this Agreement, all assignments of work shall be allocated on a fair and equitable basis.

Section 2.

No employee covered by this Agreement may refuse to perform an order, or refuse to accept and perform a job assignment issued by a superior officer. Failure to comply with this section shall be good cause for disciplinary action against the offending employee.

Section 3.

In the event an employee disputes the validity of an order or assignment issued by a superior officer, the employee shall first carry out the order or assignment and later utilize the grievance procedures of this Agreement.

Section 4.

Prior to posting for a vacancy in the position of driver, present drivers/operators will be provided with an opportunity to apply for transfer on a seniority basis to the extent that such request of transfer is not inconsistent with the efficient operation of the Fire Department. The chief will make every effort to comply with any request.

A vacancy in the position of driver shall be filled by seniority. The Town shall have an affirmative responsibility to train senior employees for qualification as a driver. It shall be the affirmative responsibility of the Town to demonstrate that a senior employee, after adequate training, is not qualified to perform the function of driver. In the event that the senior employee is found not to be qualified, the next most senior employee shall be provided with the opportunity for the assignment unless he is found to be unqualified.

In the event that a temporary vacancy occurs in the driver position, the procedure utilized to fill such temporary vacancy shall be according to the same procedure utilized to fill driver positions during the absences due because of vacations, which is the use of a "back-up driver" and shall not be subject to the bidding procedure outlined above. This temporary position shall not be used to circumvent paragraph 1 and 2 above.

ARTICLE VII - GRIEVANCE AND ARBITRATION

- A. The purpose of this Article is to establish a procedure for the settlement of any grievances between the employees covered by this Agreement and the Town.
- B. The term "grievance" shall be defined as only those claims or disputes which allege a violation of the provisions of this Agreement.

No grievance shall be considered under the grievance procedure unless it is presented as provided below. A grievance shall contain the name of the grievant, the nature of the grievance, including the contract provision involved, as well as the requested remedy. Grievances shall be handled accordingly.

Step 1:

The Grievant shall first submit the grievance to the Fire Chief within ten (10) working days. The Fire Chief shall respond to the Grievant in writing within ten (10) working days.

Step 2:

If the grievance is not settled at Step 1, or if no response is forthcoming within the time limits, the Grievant shall submit the grievance to the Town Administrator within ten (10) working days. The Town Administrator shall respond to the Grievant in writing within ten (10) working days.

Step 3:

If the grievance is not settled at Step 2, or if no response is forthcoming, the Grievant shall submit the grievance to the American Arbitration Association within twenty (20) days in accordance with the American Arbitration Association's voluntary Labor Arbitration Rules.

- C. The decision of the Arbitrator shall be final and binding. However, the Arbitrator shall not have jurisdiction or authority to add to, modify, detract from or alter in any way the provisions of the Agreement, or any amendment or supplement thereto. The Arbitrator shall not have jurisdiction or authority to render any decision, which conflicts with the statutes and applicable law of the Commonwealth of Massachusetts.
- D. The Grievant shall be required at the outset to elect between the grievance procedure and civil service in those cases where both remedies are available to the grievant.
- E. Expenses of arbitration other than the cost of any stenographic record shall be borne equally by the parties

ARTICLE VIII - APPLICATION OF CIVIL SERVICE LAWS

Section 1.

Nothing contained in this Agreement shall abridge, alter or diminish any rights established by and contained in the Civil Service Laws of Massachusetts as set forth in General Laws, Chapter 31, and amendments thereto which become effective during the existence of this Agreement and which are granted to any individual employee covered by this Agreement, to the Union, and to the Town and its management officials.

Section 2.

Except as provided in Article VII, Section D, in cases where the subject matter of this Agreement is covered by said Civil Service Laws, it is the intent of the parties that both the provisions of this Agreement and those contained in the Civil Service Laws shall be effective, and that either or both of such provisions, procedures and methods may be utilized by the party or parties concerned.

ARTICLE IX - PROMOTIONS

All promotions within the Fire Department through rank of Deputy Chief shall be made as a result of competitive examination given and granted by the Commonwealth of Massachusetts Human Resources Division (formerly Division of Civil Service) and in accordance with existing Civil Service Laws or amendments thereto which become effective during the existence of this Agreement.

ARTICLE X - SENIORITY

Section 1.

For purposes of such matters as retirement, promotions, transfers, appointment or reappointment, vacation eligibility, and any other benefits or working conditions of the employees covered by this Agreement which are established and governed by, and contained in the General Laws of Massachusetts, seniority shall be computed as set forth in General Laws Chapter 31, Section 33, as now existing and as may be from time to time amended.

Section 2.

For purposes of scheduling vacations and of assignment of work in higher-rated positions as provided in Article XI, Section 6, of this Agreement, seniority shall be computed from the date of appointment to the grade or rank, in the Fire Department, of the employee concerned.

Section 3.

For all seniority purposes, there shall be a probationary period as provided by General Laws Chapter 31, Section 61 (formerly Section 20D), as now existing and as may be from time to time amended.

Section 4.

Annually, during the existence of this Agreement, the Fire Chief shall establish a seniority roster, listing all employees covered by this Agreement by name, grade and date of appointment to such grade. A copy of this roster shall be posted upon the Central Fire Station and all sub stations bulletin boards in January of each year during the existence of this Agreement and simultaneously will be forwarded to the Secretary of the Union. The roster shall remain on the bulletin boards for at least a period of thirty (30) calendar days after such posting. In the event any employee or the Union objects to the accuracy of the list, such objection shall be reported in writing to the Fire Chief not later than ten (10) calendar days from the date of posting, and the Fire Chief will then take whatever action, if any, he deems necessary. The Fire Chief will notify the affected employee and the Union, in writing, whether corrective action will be taken and the reasons therefor, within three (3) calendar days of receipt by him of objections to the seniority list.

Section 5.

For purposes of Section 2 of this Article, an employee's seniority shall be broken and no prior period or periods of employment with the Fire Department shall be counted if the employee:

- a) Quits his employment in the Fire Department; or
- b) Is discharged for cause; or
- c) Is absent from work for five (5) or more consecutive working days without reasonable cause, and fails promptly to respond to a notice to report for work at a time specified by the Fire Chief; or
- d) Has been suspended for a period in excess of three (3) days during the preceding twelve (12) months.

If an employee shall be unable to work because of sickness or bodily injury and shall present to the Fire Chief satisfactory proof of facts to that effect, then his seniority shall not be broken, but the excess of this period of absence over six (6) months shall not be included as part of the length of service, provided, however, that an employee who shall be injured while on duty shall accumulate credit for continuous part of the length of service, provided, however, that an employee shall be injured while on duty shall accumulate credit for continuous service until the termination of the period for which he remains unable to perform available work in the Fire Department and which he is qualified to perform.

Section 6.

Any educational opportunities sponsored by the Fire Department will be posted for all members to review. Every attempt shall be made to offer such educational opportunities on a seniority basis.

Any such educational opportunities shall be in accordance with any conditions specified in such notice and no other conditions or privilege shall attach to such educational opportunities.

ARTICLE XI - COMPENSATION

Section 1. Salary Schedule

There shall be a salary increase as follows:

Effective July 1, 2012	1.0%
Effective July 1, 2013	2.5%
Effective July 1, 2014	1.0%
Effective June 30, 2015	0.5%

Effective January 1, 2011, all members will be paid on a bi-weekly basis and only through direct deposit. While some stipends and other forms of compensation are referred to herein as being paid weekly, this is for calculation purposes only; all pay is issued bi-weekly.

- a. The salaries of Firefighters, Lieutenants, Captains, Superintendents and Assistant Superintendents of Communications employed in the Fire Department will be as set out herein in Appendix "A" and that when an employee is promoted to a higher classification he shall enter the new position at the minimum pay rate of that classification. There shall be a 14% higher wage differential for Lieutenants as compared to the Firefighter position. There shall be a 10% higher wage differential for Captain as compared to the Lieutenant position.
- b. Group "B" employees will each receive \$1,000.00 extra pay per year, as compensation for standby duty.
- c. Fire Prevention Division - any employee assigned to the Fire Prevention Division shall receive \$3,000.00 per year, in addition to his or her regular wages, such sum to be pro-rated by the portion of the year that an employee is so assigned.

- d. Training Officer - The employee permanently assigned as the Training Officer shall receive \$3,000.00 per year in addition to his regular wage.
- e. Paramedic Coordinator - The employee permanently assigned as Paramedic Coordinator shall receive \$3,000.00 per year in addition to his regular wage.

Section 2. Life Insurance

Each employee will be covered by a term life insurance policy in the amount of \$5,000.00. The net premium of said policy shall be shared equally between the Town and the employee.

Section 3. Group Health Insurance

The Town agrees to continue in full force and effect the following policies of group health insurance coverage at the following contribution rates, to be paid by the Town:

At least one Preferred Provider Organization (PPO) level of benefits at a level of benefits not less than that which was in effect on June 1, 1992:

Effective January 1, 2011:

<u>Plan</u>	<u>Individual</u>	<u>Family</u>
Harvard Pilgrim Rate Saver	90.00%	80.00%
Blue Option Rate Saver	90.00%	80.00%
Tufts Navigator Rate Saver	90.00%	80.00%
Fallon Direct/Select Rate Saver	90.00%	80.00%
Tufts Point of Service	50.00%	50.00%
Harvard Pilgrim Preferred Provider Option	50.00%	50.00%

Employees shall have the option of electing health insurance coverage under any of the foregoing policies.

Note that all members enrolling in Health Insurance after March 12, 2014 shall pay 25% of the premium costs for all HMO plans (50% for PPO plans).

Effective June 30, 2015 all members shall pay 25% of the premium costs for HMO plans:

<u>Plan</u>	<u>Individual</u>	<u>Family</u>
Harvard Pilgrim Rate Saver	75.00%	75.00%
Blue Option Rate Saver	75.00%	75.00%
Tufts Navigator Rate Saver	75.00%	75.00%
Fallon Direct/Select Rate Saver	75.00%	75.00%
Tufts Point of Service	50.00%	50.00%
Harvard Pilgrim Preferred Provider Option	50.00%	50.00%

Because of the change from "traditional" HMOs to "Rate Saver" HMOs, the Town will provide three levels of "Safety Nets":

- A) Reimbursement for additional net out-of-pocket costs (premium savings-additional co-pay costs) of up to \$250 for Individual Plans and \$500 for Family Plans annually. All co-pay costs are eligible including prescriptions.
- B) Creation of an "Excess Pool" of \$100,000 annually for employees who exhaust their reimbursement under paragraph A above. If more employees are eligible than funds available then the fund will be distributed on a pro-rated basis. All co-pay costs are eligible, including prescriptions.

- C) The Town will provide "Stop Loss" insurance, establishing a maximum out-of-pocket of \$2000 for Individual plans and \$4000 for Family plans. All co-pay costs are eligible, including prescriptions.

The Town will provide a payment for members who "Opt-Out" of the Town's health plan of \$1,000 for Individual Plan participants, and \$2,000 for Family Plan participants. The incentive payments will be pro-rated for each full month that the employee is not enrolled in the Town's health care.

The Town will pay the administrative fee for all members who enroll in the Flexible Spending Account program effective July 1, 2011.

Section 4. Overtime

- a. All work performed in a work week by employees in Bargaining Unit "A" and Unit "B" in excess of their regularly scheduled working hours shall be considered overtime work.
- b. All overtime work shall be paid at the rate of time and one-half (1 1/2) the employees' hourly rate.
- c. In computing overtime, the hourly rate shall be the employees' base salary as adjusted by time in service and adjustment and divided by forty (40).
- d. The Fire Chief may, in his sole discretion, grant compensatory time off, consistent with department personnel and budgetary requirements, in lieu of overtime payments provided in this Agreement.
- e. If an employee covered by this Agreement is required to commence work more than one-half (1/2) hour prior to the beginning of his regular scheduled tour of duty, and is required to work continuously into and for the remainder of such tour of duty, he shall be compensated for such additional time worked at regular overtime rates. In such case, he shall be paid at least for one (1) hour's work.
- f. If an employee, who is not on duty is called into duty, he shall be guaranteed a minimum of four (4) hours premium pay.

Section 5. Indemnification for Injuries

The Town shall reimburse each employee covered by this Agreement for reasonable hospital, medical, surgical and pharmaceutical expenses incurred as the natural proximate result of an accident occurring, or of undergoing a hazard peculiar to his employment while acting in the performance and within the scope of his official duty and without fault of his own.

Section 6. Working Out of Grade

- a. Whenever assignment of any employee covered by this Agreement is necessary in a grade higher than his regular grade, and it is known in advance that the absence of the higher-rated employee will be in excess of thirty (30) consecutive calendar days, then assignment of the work out of grade into such higher-rated position shall be made to the employee having the highest score on the current certified Civil Service list, subject to management's determination that the employee being so assigned is qualified to perform the tasks of the higher-rated position. Management shall make the initial determination of qualifications, which determination shall be subject to the grievance and arbitration provisions of this Agreement.
- b. Whenever assignment of any employee covered by this Agreement is necessary in a grade higher than his regular grade, and it is not known in advance whether the absence of the higher-rated employee will be in excess of thirty (30) consecutive calendar days, then assignment of the work out of grade into such higher-rated position shall be made to the Firefighter filling a Lieutenant's position or the Lieutenant filling a Captain's position having greatest seniority on the shift where that work is to be performed, subject to management's determination that the employee being so assigned is qualified to perform the tasks of the higher-rated position. Management shall make the initial determination of qualifications, which determination shall be subject to the grievance and arbitration provisions of this Agreement.

- c. Any senior employee working out of grade shall receive half the differential between the maximum Firefighter grade and the maximum Lieutenant's grade, said payment shall be pro-rated hourly.
- d. In the event an employee has been paid a higher rate than his regular rate, in accordance with Section 6 (a) and (b) above, and is reassigned to his regular position, he shall thereafter be compensated at the regular rate established for his regular position.

Section 7. Transfers Into Bargaining Unit

Whenever an employee of the Town of Natick is transferred from any other Department of said Town into a position covered by this Agreement; such employee shall be paid at the rate received at the time of transfer. If, however, his rate at time of transfer exceeds the maximum or the classification to which transferred within the Fire Department, then such employee shall be paid no more than maximum rate.

Section 8. Longevity

Those employees who are employed by the Town of Natick shall receive an additional amount of annual compensation based upon the following schedule:

Years of Service

10-14 years	2% of the members base pay, paid weekly
15-19 years	3% of the members base pay, paid weekly
20-24 years	4% of the members base pay, paid weekly
25+ years	5% of the members base pay, paid weekly plus annual bonus of \$500.00*

*The additional \$500 stipend for employees with 25 years or more shall be retroactive to July 1, 2012. Further, future payments of this \$500 stipend shall be paid on or about each December 1

ARTICLE XII - WORK WEEK

Section 1.

The workweek for employees in Bargaining Unit "A" shall average forty-two (42) hours per week.

Section 2.

The workweek for employees in Bargaining Unit "B" shall average forty (40) hours per week throughout the life of this Agreement.

ARTICLE XIII - SHIFTS - TOURS OF DUTY

Section 1.

Whenever the terms "shift" and "tour of duty" appear in this Agreement, it is intended that they have the same meaning and may be used and are used interchangeably.

Section 2.

The shifts and tours of duty covered by this Agreement will, where possible and practical and where in the judgment of the Chief, economic and departmental requirements permit, remain throughout the existence of this Agreement as they are in effect at the execution of this Agreement.

Section 3.

The Fire Chief reserves the right to alter, change and rearrange the shifts for individual employees, from time to time, consistent with the terms of this Agreement and with departmental personnel requirements. A complaint that the Fire Chief has improperly so altered, changed or rearranged shifts for individuals shall be subject to the grievance and arbitration provision of this Agreement.

Section 4.

Pursuant to the conditions of this Section and this Agreement, the hours of duty for the employees of Unit A, as defined in Article I of this Agreement, except for the employee or employees of Unit A permanently assigned to the Fire Prevention Division and the Training Division, shall be worked by four groups working a 24 hour rotation comprised of a ten (10) hour day tour and a fourteen (14) hour night tour on the rotating schedule which is incorporated into this Agreement and identified as Appendix B.

Training Officers and Fire Prevention Schedule

The Training Officer, the Fire Prevention Officer and all personnel assigned to the Fire Prevention Division will work a forty (40) hour, four (4) day workweek. Each member will work a ten (10) hour day shift (0730 hours - 1730 hours). The Captain and Firefighter assigned to the Fire Prevention Division will alternate their days off so that every effort can be made to have the Fire Prevention Division staffed Monday through Friday.

Section 5.

- a. The Superintendent and Assistant Superintendent of Communication shall work a modified tour of duty consisting of a nine (9) hour shift, Monday through Thursday. One member will work 0700-1600 hours; the other member will work 0730-1630 hours. The Friday schedule shall be an eight (8) hour shift, 0700-1500 hours.
- b. In the event of illness or vacation on a Friday, provisions will be made to provide shift coverage at no additional cost to the Town by utilization of a Flex Shift. A Flex shift shall be that time required to provide adequate division coverage and to be taken at a later date at the employee's convenience and consistent with division requirements.

ARTICLE XIV - SICK LEAVE

Section 1.

Each employee covered by this Agreement will accrue sick leave at the rate of one and one-quarter (1 1/4) shifts for each month of regular full-time service, not to exceed fifteen (15) shifts in any calendar year. Sick leave not used in the year in which it accrues, together with any accumulated sick leave standing to the employee's credit may be accumulated for use in a subsequent year up to a maximum accumulation of two hundred twenty four (224) shifts.

Upon resignation, retirement or other permanent termination of employment (not the result of disciplinary action) from the Fire Department, employees shall be entitled to a buy-back of all accumulated sick leave over one-hundred (100) shifts accumulation at the rate of one third (1/3) of all such accumulation. For the purpose of the provision, for buy-back, a shift's pay shall be defined at 12/42 times an employee's weekly rate of pay prior to termination of such employment.

Section 2.

Employees hired after July 1, 1987 but before July 1, 1998 will accrue sick leave at the rate of one and one-quarter (1 1/4) shifts for each month of regular full-time service, not to exceed fifteen (15) shifts in any calendar year. Sick leave not used in the year in which it accrues, together with any accumulated sick leave standing to the employee's credit may be accumulated for use in a subsequent year up to a maximum accumulation of one hundred eighty two (182) shifts.

Upon resignation, retirement or other permanent termination of employment (not the result of disciplinary action) from the Fire Department, employees shall be entitled to a buy-back of all accumulated sick leave over one-hundred (100) shifts accumulation at the rate of one half (1/2) of all such accumulation. For the purpose of the provision, for buy-back, a shift's pay shall be defined at 12/42 times an employee's weekly rate of pay prior to termination of such employment.

Section 3.

Employees hired after June 30, 1998 shall earn one sick day per month, and may accumulate unused sick days up to a limit of 120 days. Upon resignation, retirement or other permanent termination of employment other than for disciplinary reasons, such employees will receive one days pay for each two accrued but unused sick days over fifty (50).

For the purpose of the provision, for buy-back, a shift's pay shall be defined at 12/42 times an employee's weekly rate of pay prior to termination of such employment.

Section 4.

Sick leave hereunder may not be used until after completion of six (6) months of continuous employment. Sick leave shall be granted for absence by illness or injury or exposure to contagious disease or by the serious illness of a member of the employee's immediate family. The immediate family shall include parents, spouse, and parents of spouse, children, brother or a sister. In case of requests for sick leave due to the serious illness of a member of the employee's immediate family, the Town may require evidence of the necessity for such absence in the form of a physician's certificate, as a condition precedent to approval of such request.

Section 5.

All requests for sick leave shall be submitted to the Fire Chief and are subject to his approval.

Section 6.

If an employee believes that the Fire Chief has improperly denied a sick leave request, the employee so aggrieved may file a grievance under the provisions of the grievance-arbitration procedure in this Agreement.

Section 7.

If an employee requests sick leave for more than three (3) consecutive working days the employee shall submit a physician's certificate showing the nature of the illness and the necessity for absence, as a condition precedent to the approval of such sick leave. In case of a request for sick leave in excess of a total six (6) days in any calendar year, the Fire Chief may require a physician's certificate showing the nature of the illness the necessity for absence, as a condition precedent to the approval of such sick leave. The Town also may require the employee to undergo a medical examination performed by a physician, other than his personal physician, selected by the employee from a list of three (3) physicians compiled by the Town. The list of physicians shall be reviewed annually by the Town and will then be revised, if necessary. The Town shall pay the cost of any medical examination required pursuant to this section.

Section 8.

No sick leave shall be granted or approved for illness attributing or caused by the use of intoxicating beverages or unprescribed use of drugs.

Section 9.

Quarterly during the year, the Fire Chief shall post a list of all employees, indicating their current sick leave accumulation and shall annually post a list of all employees indicating their current sick bank status. These notices shall be posted in all fire stations.

Section 10.

Notification with regard to intention to retire and receive sick leave buy-back will occur as follows:

- a. An employee who wishes to retire shall provide written notification of his or her intention to retire, specifying a tentative date, to the Chief of the Department by December 1 of the fiscal year prior to the fiscal year of retirement. An employee who gives the required notice in a timely manner shall receive sick leave buy-back at retirement. If the employee fails to give the requisite notice by December 1, the Town will not be required to make the buy-back payment until a transfer of funding can be made at the next Town Meeting. The deadline for the fall Town Meeting is July 1st. The Town may make partial or full payments of sick leave buy-backs when insufficient notice is given if funds are available in sick leave buy-back budget items, but such payment shall not establish a precedent.
- b. Employees who state an intention to retire under this section but who subsequently chose not to retire shall retain all rights and benefits due to them under law and this Agreement.

- c. This section shall not apply to employees who separate from service due to death or disability.

ARTICLE XIV-A - SICK LEAVE BANK

Section 1.

A Sick Leave Bank is established for use by qualified members whose sick leave accumulation is exhausted through prolonged illness or accident.

Section 2.

Each member of the Union shall submit one (1) day of his accumulated sick leave to the Sick Leave Bank for the annual period beginning July 1 of each year of his or her employment, to be utilized by those who have qualified and who have exhausted their own individual accumulated sick leave, and who still have a serious extended illness or disability. Annual contributions to the Bank shall be made by each member of the bargaining unit, until each such member has contributed a total number of ten (10) sick leave days to the bank. If the Sick Leave Bank is exhausted at any time, it shall be renewed by the contribution of one (1) additional sick leave day by each member of the unit covered by this Agreement.

An employee may voluntarily deposit or contribute into the Sick Leave Bank, once annually in the month of June, by so informing the Fire Chief of his or her intention to do so, any amount of accumulated sick leave shifts which he or she decides for the purpose of providing security for buy-back sick leave purposes. Said shifts shall have been accumulated pursuant to the provisions of Article XIV, Section 1 and as referenced in Article XIV-A, Section 2. For the purposes of buy-back of all accumulated sick leave referenced in Section 2 of Article XIV, any contribution of an employee to the Sick Leave Bank shall be credited to such available accumulated sick leave upon his or her retirement, resignation or other permanent termination of employment. However, for the duration of this Agreement, in no case shall more than 224 days (sick leave accumulation plus credit in Sick Leave Bank) be eligible for the buy-back formula provided for in Article XIV. Any time Sick Leave Bank is reduced, either because of utilization by a member because of illness or disability or by reason of withdrawal of such contribution upon retirement, the total accumulated Sick Leave Bank amount shall be reduced by said sum. Notwithstanding the foregoing, an employee may only voluntarily deposit or contribute into the Sick Leave Bank if and when such member has not less than fifty (50) days of accumulated sick leave to his or her credit and such individual accumulated sick leave credit may not be reduced below fifty (50) days by voluntarily depositing or contributing into the Sick Leave Bank.

Section 3.

Individuals shall not qualify for consideration of extended illness within the framework of the Sick Leave Bank unless they have completed the six (6) month probationary period as of the beginning of each fiscal year. A member of the Union shall not be required to contribute to the Sick Leave Bank until he has accumulated in individual sick leave benefits at least six (6) days.

Section 4.

Sick Leave Bank days shall only be available to an informed employee only after he has exhausted his entire accumulated sick leave.

Section 5.

No days may be withdrawn from the Sick Leave Bank for any illness other than prolonged illness or accident of the member of the Union. Days may not be withdrawn to permit an individual to stay at home to care for a member of the family.

Section 6.

The Sick Leave Bank shall be administered by a Sick Leave Committee comprised of the Union President and the Town Administrator (or their designee). For shifts granted beyond the initial 30 shifts, an independent physician, jointly named by and agreed to by the Union Representatives and the Management Representatives will take part in the Sick Leave Bank Committee. The Sick Leave Bank Committee shall determine the eligibility for members requesting leave from the Bank, the amount of leave to be granted, and whether the illness or accident in question is prolonged, within the meaning of Section 5. The following criteria shall be used by the Sick Leave Bank Committee in determining eligibility:

- (a) The initial grant shall not exceed thirty (30) shifts.
- (b) The Committee shall consider:
 1. Adequate medical evidence of serious illness;
 2. Prior utilization of all eligible sick leave;
 3. Propriety in the use of sick leave;
 4. Length of service in the Town of Natick.

It is the intent of the parties that sick leave days shall be granted liberally with the interest of the employee and his family, if any, in mind and with due regard to the fact that the employees have donated their own, earned personal sick days to the Bank.

The decision of the Sick Leave Bank Committee with respect to eligibility, entitlement, and all other appropriate and related considerations shall be final and binding, and not subject to appeal.

Section 7.

Upon the completion of the initial thirty (30) day grant, additional entitlement may be extended by the Sick Leave Bank Committee in its discretion upon the demonstration of need by the applicant or his representative.

Section 8.

If the employee is granted sick leave days from the Bank he shall receive his full and regular rate of pay for the term of his grant unless he returns to work prior to the expiration of his term. If any employee does so return to work, the unused days of his grant shall revert to the Sick Leave Bank. If an officer is granted Sick Leave Bank days, he shall be paid at the officer's full and regular rate of pay.

ARTICLE XV - BEREAVEMENT

In the event of a death of a member of an employee's immediate family (parents of the employee, parents of spouse, grandparents, grandchildren of employee, children, brothers and sisters, brothers-in-law and sisters-in-law of the employee and household members) the employee will be permitted to be absent for four (4) work shifts, and for aunts and uncles of the employee will be permitted to be absent for two (2) work shifts, if necessary, without loss of pay based at the employees straight time rate of pay.

ARTICLE XVI - VACATIONS

Section 1.

Any regular full-time employee covered by this Agreement, who, on the anniversary date of his permanent appointment as an employee of the Town of Natick, has completed the total years of service specified below, shall be entitled to vacation time with pay, according to the following schedule:

<u>Vacation Period</u>	<u>Years of Employment</u>
2 weeks for:	1 - 5 years
3 weeks for:	5 - 10 years
4 weeks for:	10 - 20 years
5 weeks for:	20 + years

Up to 8 vacation shifts may be carried over from one calendar year to the next, in addition to the deferred prime time vacation carry over provision already allowed (see Section 3, 2nd paragraph, below).

Section 2.

- A) Upon seventy two (72) hours' notice and the approval of the Deputy Chief, an employee's 3rd, 4th and 5th week of vacation leave may be taken on a single shift basis.

- B) Three (3) employees from any one shift shall be allowed absences resulting from a combination of vacation, vacation shifts, and/or personal health shifts. A personal health shift can be utilized as the fourth (4th) employee absent. The maximum of four (4) shall apply throughout the year.
- C) Vacation shifts granted on Thanksgiving Eve, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day shall be by seniority with employees with less seniority being "bumped" by employees with greater seniority. NO bumping shall be allowed after April 1st of the selected year. Personal Health shifts will be granted on a first request basis if an opportunity exists in accordance with Section 2B.
- D) On October 15th of each year, the Chief will notify each member of the number of vacation shifts remaining for the member's utilization prior to December 31st of such year. All vacation shifts, not selected by November 1st, may be scheduled by the Chief, consistent with the operation of the department and shift needs.
- E) Single vacation shifts requested for a date after March 1st will not be granted until March 1st when all full weeks of vacation have been selected.
- F) Vacation shifts will be granted on a first requested basis.

Section 3.

The prime summer vacation schedule shall commence no earlier than June 20 each year, with shift groups rotating from year to year on a two-week vacation basis. The prime summer vacation schedule shall terminate no later than September 10 each year. All vacations are subject to the approval of the Fire Chief who will grant them consistent with department and shift needs. The Town shall not be required to grant vacations during the prime summer vacation period; irrespective of past practice, however, the Chief of the Department will cooperate in granting vacations during the prime summer vacation schedule where possible. Seniority shall be followed where practicable.

A firefighter may voluntarily move his assigned prime summer vacation weeks for a payment of \$300.00 per week, or \$600 for two weeks. Said time must be used between October 1st through December 31st of the same calendar year, and/or between January 1st through May 31st of the following calendar year. Vacation shifts shall be issued from January 1st through December 31st. Payment to those employees selecting this provision shall be made the payroll week prime time summer vacation week was to have occurred. Firefighters who receive payment for deferring prime summer vacation weeks to non-prime time weeks may not use other vacation time during their scheduled Prime Time vacation that was deferred.

Members may opt to sell ("lose") up to two (2) weeks of Prime Time Vacation at the rate of \$600.00 per week.

Section 4.

A week of vacation entitlement shall be defined as four (4) shifts.

Section 5

The Fire Chief, consistent with departmental requirements, will grant vacations to employees who are entitled to vacation in excess of two weeks on a shift seniority basis and the following procedures will be followed for scheduling such vacations:

- A) A notice shall be posted annually not later than December 15th at all Fire Stations stating in effect that employees desiring their third, fourth and fifth week's vacation shall submit a dated request in writing specifying the weeks desired;
- B) First, for those with five weeks of vacation entitlement, the selection of the fifth week of vacation shall be made according to seniority per shift. This selection to be made by February 1st.

Then, for those with four weeks of vacation entitlement the selection of the fourth week of vacation shall be made according to seniority per shift. This selection to be made by February 15th.

Then, for those with three weeks of vacation entitlement, the selection of the third week of vacation shall be made according to seniority per shift. This selection to be made by March 1st.

- C) The starting date of the third and fourth week vacations will terminate as of the last day of November.
- D) Selection of all weeks of vacation made by March 1st, will take priority over single shift selections.
- E) For the purpose of selecting weeks of vacation, seniority shall be computed in accordance with General Laws, Chapter 31, Section 33.

Section 6.

Any employee whose employment is terminated during a year by dismissal without just cause, or by resignation, retirement or death without having taken the vacation to which he is entitled, he, or in the case of death, his estate, shall be paid in lieu of said vacation an amount equal to his unused vacation. Any employee who resigns shall give the Town at least two (2) weeks' notice and, failing to do so, shall not be eligible to receive his terminal vacation pay as provided herein.

Section 7.

If an employee is required to work on his vacation he shall be paid at his regular hourly rate computed by dividing his regular weekly wage by 40 for the hours actually worked, in addition to receiving his vacation pay.

Section 8.

Assigned vacation periods shall average not less than 42 hours per week. In the event an assigned vacation period does not average 42 hours per week, the Town agrees to allow compensatory time off in an amount of hours necessary to average the assigned vacation period at 42 hours per week. Such compensatory time off is to be used at other than the so-called prime time vacation period after 24 hours notice to and with the permission of the Chief of the Department.

Section 9.

Any new full time firefighter shall accrue vacation days in the customary schedule during the first year at the rate of 1 shift per month starting with the 5th month of employment. Said vacation may only be used after the probationary period and at the discretion of the Chief.

ARTICLE XVII - HOLIDAY

Section 1.

All employees covered by this Agreement, will be granted the following holidays with pay:

- | | |
|---|----------------------------|
| Presidents' Day (Washington's Birthday) | Independence Day |
| Patriots' Day | Labor Day |
| Memorial Day | Columbus Day |
| Veterans' Day | New Year's Day |
| Thanksgiving Day | Martin Luther King Day |
| Christmas Day | Firefighters' Memorial Day |

Section 2.

Whenever an employee works a full tour of duty on any of the holidays enumerated above, he shall receive one full day's pay; in addition, shall receive twelve (12) hours pay at his regular hourly rate as holiday pay.

Section 3.

Whenever any of the holidays listed above falls on an employee's day off or during his vacation, he shall receive an extra twelve (12) hours pay at his regular hourly rate as holiday pay.

Section 4.

If an employee is on sick leave on a holiday, he shall receive twelve (12) hours pay at his regular hourly rate, in addition to this holiday pay only so long as a physician's certificate is provided to the Fire Chief within two (2) working days after the employee's return to work, and the physician certifies the nature of the illness and that the employee thereby was incapacitated and unable to perform his regular duties on the holiday.

Section 5.

Under no circumstances except as specified in Section 5 of this Article shall an employee be paid an amount greater than two (2) days pay pursuant to Section 2 and 3 above.

Section 6.

If an employee works on a holiday, and such work continues beyond his normal tour of duty, then he shall be compensated for such excess work in accordance with the overtime provisions of this Agreement.

Section 7.

For purposes of these holiday provisions, the "regular hourly rate" shall be computed by dividing an employee's regular weekly wage by forty (40).

ARTICLE XVIII - MILITARY LEAVE

Section 1.

Each employee will be granted a leave of absence from work without loss of pay, up to a maximum of twenty (20) days in any one calendar year, to members of the Reserve Armed Forces of the United States and or the National Guard, when required to perform reserve duty training, said leave must be accompanied by military orders

Section 2.

Any employee who has been activated for military duty shall be compensated under Chapter 137 of the Acts of 2003.

ARTICLE XIX - CLOTHING ALLOWANCE

Section 1.

Dress, work and other uniforms, or parts thereof, required to be worn may not be worn outside of duty hours except for a reasonable time required for travel to and from home to duty station.

Even though employees are not required to report for work and leave work in dress uniform, clothing allowance is to be provided employees in accordance with the following schedule:

Effective January 1, 2011:

Firefighters	Officers
\$525.00	\$575.00

Said sums shall be due and payable in a lump sum amount to employees on the second payday of July of each year.

It is hereby understood and agreed that employees shall maintain a clean and appropriate work uniform, and for that purpose will receive an annual uniform maintenance allowance of \$100.00.

Section 2.

Unit B employees shall be covered by the above provisions.

Section 3.

It is required that all members maintain a complete dress uniform (cap, blouse, dress shirt, trousers). Hat, badges, patches, lapel pins, will be provided by the Department.

The Town will furnish the recruit firefighter with a complete dress uniform (cap, blouse, trousers, dress shirt) at a time deemed appropriate by the Chief.

ARTICLE XX - HEALTH AND SAFETY

Management officials of the Fire Department and officials of the Union shall cooperate in matters of health, safety and sanitation affecting the employees covered by this Agreement. The Fire Department will furnish turn-out equipment consisting of coats, fire helmets, boots, self-contained breathing apparatus, and all other safety equipment as required.

ARTICLE XXI - ASSIGNMENT OF ON-DUTY PERSONNEL

Section 1.

Except in emergencies, no on-duty personnel shall be requested to perform any service heretofore considered as paid detail.

Section 2.

Pending resolution of the subject matter of paid details by the Interdepartmental Efficiency Committee, only off-duty personnel shall be requested to perform services heretofore considered as a paid detail, and compensation for such services shall be provided pursuant to the overtime and call-back provisions of this Agreement.

ARTICLE XXII - JOINT ADVISORY COMMITTEE ON DEPARTMENTAL EFFICIENCY

Section 1.

It being the mutual goal of the parties to maintain and improve the quality of necessary and appropriate services of the Natick Fire Department through improved methods, operating procedures and efficiency, including staffing and utilization of manpower, and cooperation with other Natick Town Departments, there shall be established a joint management-union committee to be known as the "Joint Advisory Committee on Departmental Efficiency", (hereinafter referred to as the Joint Committee).

Section 2.

The Joint Committee shall be composed of the Fire Chief, Town Administrator and (2) Union representatives appointed by the Union Executive Committee.

Section 3.

The Joint Committee shall meet at mutually convenient times, at least once every six months during the existence of this Agreement to discuss and investigate all matters relating to the subject matter specified in Section 1 of this Article.

ARTICLE XXIII - EMTs, EMTIs and PARAMEDICS

Section 1. EMT

In addition to all other compensation to which he is entitled under this agreement, each employee who holds or attains the status of EMT, EMT-I or Paramedic shall be paid in accordance with the following schedule on a bi-weekly basis:

Effective January 1, 2011:

EMT	4.0% of the members base pay
EMT-I	9.5% of the members base pay
Paramedic	13.5% of the members base pay

It is understood by the parties to this Agreement that any member of the Union who undertakes the training and study procedure required for recertification as an E.M.T. shall complete the requirements of that procedure only during off-duty times, or as provided for below, unless otherwise authorized by the Chief of the Department or his

designee. The Town will commit a sum not to exceed \$500 annually to defray the cost of providing in-house EMT training. Such training may be in lieu of, or in addition to regular training. The Chief or his designee will work cooperatively with the Union in scheduling such training. Training shall be OEMS approved, and will be of two hours duration per shift, per month. EMS training shall be conducted between the hours 0900-1700.

Any member who has not been previously certified as an E.M.T. and undertakes the training and study procedure required for certification as an E.M.T., shall be released from duty, without loss of pay, to complete all requirements for certification as an E.M.T. and to attend any and all scheduled classes, clinical or testing requirements of any required program while so engaged in such educational endeavor.

No members of Group B hired after July 1, 1987, shall be eligible for E.M.T. compensation.

After 20 years of delivering EMS service as a Paramedic to the Town of Natick Fire Department, Paramedics will not be required to ride the ambulance, provided that

- a. Said Paramedic will count towards minimum manning
- b. Paramedics filling in for another Paramedic on a swap or working an overtime shift may be required to staff the ambulance subject to the Deputy's discretion and subject to the requirements of Paragraph c., below
- c. Paramedics must serve on the ambulance if it would otherwise be necessary to call in another Paramedic on overtime to properly staff the ambulance.

ARTICLE XXIV - DUES DEDUCTION

In accordance with the provisions of Section 17A of Chapter 180 of the General Laws of Massachusetts, the Town shall certify to the Treasurer of the Town of Natick all payroll deductions for the payment of dues to the Association as duly authorized by employees covered by this Agreement.

In accordance with Section 12 of Chapter 150E of the Massachusetts General Laws, the employer shall require as a condition of employment during the life of this Agreement the payment of a service fee to the Union on or after the thirtieth day following the beginning of such employment or the effective date of this Agreement, whichever is later.

ARTICLE XXV - CHANGES OR AMENDMENTS

It is hereby agreed that this Agreement contains the complete Agreement between the parties and no additions, waivers, deletions, changes, or amendments shall be made during the life of the Agreement except by the mutual consent, in writing, of the parties hereto.

ARTICLE XXVI - SEVERABILITY

Should any final decision by the Massachusetts Civil Service Commission, or by a Commissioner thereof, or of any court of competent jurisdiction affect any practice or provision of this Agreement, only the practice or provision so affected shall become null and void; otherwise, all other provisions or practices under this Agreement shall remain in full force and effect.

ARTICLE XXVII - NO STRIKE - NO LOCKOUT

Section 1.

It is mutually agreed that, during the term of this Agreement, there will be no stoppage of work, lockouts, slowdowns or any similar interference with work.

Section 2.

The Local Union agrees to reimburse the Town for any monies required to be expended by it as a result of a strike, stoppage of work, slowdown, or any similar interference with work occurring during the term of this Agreement if the strike, stoppage of work, slowdown or similar interference with work is authorized or ratified by the Local Union.

ARTICLE XXVIII - PERFORMANCE EVALUATION

Beginning July 1, 1987, a committee shall be established to study the formation of an Employee Performance Evaluation System. The committee shall consist of the Fire Chief, Deputy Town Administrator, a Deputy Chief and three (3) members appointed by Local 1707.

The committee shall make its report prior to July 1, 1988. The recommendations of the committee will not be implemented unless it is by two-third's (2/3) vote of the committee.

It is further understood and agreed that any established Employee Performance Evaluation System shall not be connected to or used in conjunction with any disciplinary action and shall not form the basis for any alteration, change, supplementation or modification of existing employee benefits or rights including without limitation wages and seniority.

ARTICLE XXIX - EDUCATIONAL

Section 1. Educational Incentive

In addition to all other compensation to which they are entitled under this Agreement, regular full-time employees covered by this Agreement, who hold or attain a degree in Fire Science, Public Administration or Emergency Management at an accredited educational institution, or upon completion of thirty (30) semester credit hours in approved Fire Science, Public Administration or Emergency Management subjects at an accredited institution shall receive an educational incentive according to the following schedule in recognition of attainment of such academic distinction.

As of 6/30/2015 educational incentive will no longer be provided to firefighters with less than an Associates' Degree, however a firefighter who has earned 30 credit hours of educational incentive as of 6/30/2015 will be grandfathered in at 3% of the member's base pay, paid weekly.

Associate Degree	6% of the members base pay, paid weekly
Bachelor Degree	9% of the members base pay, paid weekly
Master Degree	11% of the members base pay, paid weekly

Section 2.

In addition to all other compensation to which they are entitled under this Agreement, regular full-time employees who are designated and authorized by the Chief of the Department to attend special approved courses during off-duty hours shall be compensated for those hours spent in attendance at such courses at time and one-half their regular hourly rate of pay.

Section 3.

Each Firefighter, Lieutenant and Captain, upon successful completion of coursework in Fire Science, Public Administration or Emergency Management, shall receive reimbursement for expenses incurred, including tuition, books or associated fees up to an annual sum as provided in the following table:

<u>Year</u>	<u>Maximum Amount</u>	<u>Maximum Reimbursable Hours</u>
July 1, 2013	\$3,000	30 hours

Educational reimbursement may also be applied to the costs of books, tuition and fees for courses offered or recognized by the Massachusetts Firefighting Academy, courses offered or recognized by the National Fire Academy, courses offered or recognized by the National Fire Protection Association or courses approved by the Chief of the Department. Effective July 1, 2009, educational reimbursement will apply to coursework to retain the fire personnel's level of EMS certification.

Educational reimbursement may also be earned through the successful completion of off-duty job-related training offered, recognized or approved as above. Reimbursement for off-duty job-related training shall be conducted on an hourly basis, paid upon presentation of documentation at a rate equal to the maximum reimbursement for the fiscal year divided by the maximum reimbursable hours of training for that fiscal year.

The combination of reimbursement for formal education and off-duty job-related training may not exceed the maximum reimbursement established in this section.

Members out on sick leave/ILD shall be eligible for educational reimbursement provided that the requested training will not impede the employee's recovery; the Chief shall make such determination.

Section 4.

Should the Massachusetts General Court pass legislation to provide firefighters with educational benefits similar to those provided to police officers under the "Quinn Bill" (M.G.L. c 41, s 108L), then the town shall put forward for adoption by the Natick Town Meeting at its next scheduled Town Meeting or Special Town Meeting any such firefighter educational program. Acceptance of this educational program shall not have any financial impact until July 1, 2000.

In the event any such firefighter educational program is adopted by the Town, the educational incentives described in Sections 1 and 2 of this Article shall no longer remain in effect. However, under no circumstances shall the benefit level be diminished below what is currently provided for in Section 1 & 2.

ARTICLE XXX - PERSONAL HEALTH DAYS

Each employee shall be entitled to earn a maximum of three (3) additional days off with pay during any year upon the completion of one hundred and twenty (120) consecutive day period. Said additional days off shall be known as Personal Health Days, and may be used at the discretion of the employee subject to twenty-four (24) hours' notice received by the Chief or his designee and subject to the maximum absence levels contained in Article XVI, Section 2 (B). Priority shall be given to requests for time off on a first-come, first-served basis.

In the event that an employee completes one (1) year of service without utilizing any sick leave benefits, he or she shall be entitled to one (1) Personal Health Day for every seventy-two (72) day period in which he or she does not utilize sick leave following such year in which he or she has not utilized sick leave. In the event that an employee completes one (1) year of service without utilizing sick leave and completes a subsequent seventy-two (72) day period without using sick leave, he or she is eligible to take such Personal Health Day within one year from the time from within which it is earned. In order to be eligible to earn one (1) Personal Health Day for each additional seventy-two (72) days of service without using the sick leave, it shall be required that the annual period of time shall be computed from the last day of utilized sick leave. The employee shall remain in the seventy-two (72) day cycle for one (1) year following his next use of sick leave.

ARTICLE XXXI - MISCELLANEOUS

Section 1.

In addition to all other compensation to which they are entitled under this Agreement, regular full-time employees who perform scuba diving duties for the Natick Fire Department shall receive an additional \$5.00 per hour while

engaged in a scuba diving mission (including training). The Town reserves the right to increase this amount if in its judgment such an increase is warranted.

Section 2.

Members of the Union are not required to reside within the Town of Natick, but must reside within a ten-mile radius of the boundary of Natick. Measurement is to commence at that boundary of Natick which is nearest to the other municipality in which the Union member wishes to reside. The ten-mile limit may be extended in the discretion of the Board of Selectmen in an unusual case involving hardship to the employee.

Section 3. - Water Rescue Training

In addition to all other compensation to which he is entitled under this agreement, each employee shall receive 2.0% of the member's base pay, added to base pay, paid weekly, for Specialized Water Rescue Training.

ARTICLE XXXII - PROCEDURES FOR INJURED LEAVE/RETURN TO WORK

In an effort to insure fairness, provide for full recovery of injured employees and protect the rights of firefighters and the Town of Natick, these procedures and practices are hereby agreed to by the Town and the Union.

Section 1.

Employees injured in the line of duty without fault of his or her own shall receive compensation in accordance with the provisions of C. 41, §111F and this Contract.

Section 2.

Indemnification for medical and related expenses will be governed by the provisions of C. 41 ; §100 of the M.G.L.

Section 3.

It shall be the responsibility of the employee to assist in case management in the following ways.

- a. Employees shall promptly report all incidents of injury while on duty, and within five (5) days of a claim for injured on duty leave shall provide a letter from the treating physician including diagnosis, prognosis, probable period of incapacity and general nature of treatment. While awaiting that documentation, an employee shall be placed on "injured on duty pending" status. Upon receipt by the Chief of the above documentation, he shall immediately review it and make a determination of whether the employee will be placed on injured on duty leave.
- b. During any period of injured on duty leave, an employee shall be available for examination by a Town-designated physician at intervals of not less than three months.
- c. If a question exists as to whether an employee is injured and incapacitated pursuant to C. 41, § 111F the employee shall provide to the Town's physician a medical release in accordance with the attached form of the medical records related to the claimed injury.
- d. Engage only in activities allowed by the employee's physician as not being a hindrance to recovery.

MODIFIED DUTY FOR RETURN TO WORK

There are injuries which may be sustained on and off the job which may permit a firefighter to perform certain modified and job-related duties which will improve the Natick Fire Department, provide meaningful work activities for the injured employee and improve the Firefighters opportunity to achieve full psychological and physical recovery from the injury.

If after 45 days, a firefighter out on I.O.D. is unable to return to full duty status, the Chief of the department, after review with the union, may assign an officer/firefighter who is recovering from a job-related sickness or injury to modified duty, while the officer/firefighter is awaiting medical clearance to return to regular duty. This shall be done after review by the employee's physician and the town's physician who shall have approved such modified duty. If unable to agree, a third physician from the appropriate medical specialty, agreed to by the employee's and the town's

physician, shall, if he deems it necessary, examine the employee and make a determination which shall be binding on the parties. Said third physician would be paid by the Town.

It is not intended that modified duty assignments under this Article shall in any case be permanent assignments, such assignments shall not extend beyond one year.

Schedules of modified duty assignments shall be four 10-hour days (0800-1800 hours).

Once application for retirement is made, the employee shall return to his prior IOD status or sick leave which ever is appropriate. If the local Retirement Board denies his application, the employee shall return to modified duty only to fill the remainder of his one-year term. (The one-year term shall not include that period of time that his application for retirement was pending).

Employees on modified duty shall not be considered to be part of the fire suppression forces.

A modified duty assignment may, by agreement of the Chief, the Union and the individual employee, begin prior to the normal forty-five day waiting period.

Benefits accruing to employees by law and contract shall not be diminished by virtue of injured on duty or light duty status.

Employees experiencing illness or injury in a non-duty status may volunteer to participate in a modified duty program subject to the conditions of this agreement.

The Chief will make light duty assignments to minimize public contact and in any event no employee will be held responsible for failure to render emergency assistance when prevented from doing so by the condition necessitating the light duty status.

Light duty assignment shall be, so far as practical, particularized to the individual abilities and limitations of each employee so assigned.

Modified duty shall not include driving of ambulances or fire suppression emergency vehicles.

The employee on modified duty may be released by the Chief to attend physician appointments or therapy. Such request for release shall not be unreasonable withheld.

The following list of modified duty assignments may be modified by mutual consent of both the Town and the Union.

MODIFIED DUTY ASSIGNMENTS

1. Computer aided dispatch data entry.
2. Geo-base information gathering.
3. Equipment inventory and condition reports.
4. Inspectional service report entry.
5. Water system capacity studies (coordination of water distribution with DPW, Water and Sewer Division.)
6. Hydrant tracking and condition reports.
7. Handicapped Occupancy I.D.

- 8. Alarm System update reports.
- 9. Sprinkler Occupancy I.D.
- 10. Pre-Fire Planning.

ARTICLE XXXIII - DURATION

This Agreement shall be in effect from July 1, 2012 to June 30, 2015 and shall remain in full force and effect thereafter until a new collective bargaining agreement is executed by the parties.

The Agreement is subject to funding by the Town Meeting and ratification by the Board of Selectmen.

In Witness Whereof the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives.

TOWN OF NATICK
BOARD OF SELECTMEN

LOCAL 1707, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS

Dated: 4/27/15

Dated: 4/25/15

APPROVED AS TO FORM:

[Signature]
Labor Counsel

Dated: 4-13, 2015

APPROVED AS TO FUNDING:

[Signature]
Comptroller

Dated: 5-12-15