

AGREEMENT
BETWEEN
THE
TOWN OF NATICK,
MASSACHUSETTS
AND
THE DEPUTY FIRE CHIEFS'
ASSOCIATION

July 1, 2012 - June 30, 2015

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Agreement effective July 1, 2012 through June 30, 2015, between the Town of Natick, Massachusetts (hereinafter referred to as the Town) and Town of Natick Deputy Fire Chiefs' Association (hereinafter referred to as the Association).

ARTICLE I - RECOGNITION

The Town hereby recognizes the Association as the exclusive collective bargaining representative for all Deputy Fire Chiefs' employed by the Town of Natick in the Town of Natick Fire Department.

ARTICLE II - GRIEVANCES/ARBITRATION

An employee covered by this Agreement shall have the right to present a grievance and have it promptly considered on its merits. The initiation of a grievance by an employee shall not cast any reflection upon his/her standing in the Department.

A member having a complaint or grievance may present it formally to the Chief of the Department. Every effort shall be made for an informal solution.

If a grievance is not settled as described above, the appropriate statutory provisions of the Massachusetts General Laws relating to grievance-arbitration shall be utilized.

ARTICLE III - WORK WEEK

The workweek shall average 42 hours on a reciprocal 8-week cycle, except as otherwise directed by the Chief. All work performed in a work week in excess of an employee's regularly scheduled working hours shall be compensated at one and one half the employee's rate, and said rate shall be determined by dividing his weekly rate by forty (40).

In all instances, the work shifts and work cycles of the Deputy's rank shall be compatible both in time and duration to the rank and file of the fire suppression force of the Natick Fire Department.

ARTICLE IV - SENIORITY

Seniority, for vacation purposes only, as between all Deputy Fire Chiefs, shall be computed from the date of appointment to the rank of Deputy Fire Chief.

ARTICLE V - DUES

Payroll deductions for dues shall be made by the town when authorized by the Association.

ARTICLE VI - HOLIDAYS

Any employee covered by this Agreement will be granted the following holidays with pay, provided he works on his scheduled tour of duty if on the holiday, unless he has been granted authorized leave of absence from such tour of duty:

Presidents' Day
Patriots' Day
Memorial Day
Independence Day
Labor Day
Christmas Day

Columbus Day
Veterans' Day
Thanksgiving Day
New Year's Day
Firefighters' Memorial Day
Martin Luther King Day

Notwithstanding any of the foregoing, it is hereby expressly agreed as follows: The holidays as listed above will be paid at a rate of twelve (12) hours pay.

ARTICLE VII - VACATIONS

The following lengths of vacation period shall be in effect:

- 2 weeks for those having accumulated 1 - 5 years of service;
- 3 weeks for those having accumulated 6 - 10 years of service;
- 4 weeks for those having accumulated 11 - 20 years of service;
- 5 weeks for those having accumulated over 20 years of service.

(Service shall be predicated upon total time of employment in the Natick Fire Department).

Up to 8 vacation shifts may be carried over from one calendar year to the next.

Any employee whose employment is terminated for any reason other than just cause, without having taken the vacation to which he is entitled, shall be paid an amount equal to his unused vacation. In the case of resignation, two weeks prior notice of the resignation to the Town is required for the employee to receive payment in lieu of unused vacation.

The assignment by the Chief of vacation periods shall be, where practicable, in accordance with seniority in rank and consistent with departmental requirements.

Those Deputies who were unable to take prime time vacation during the summer due to scheduling conflicts may take single shift days on the condition that those Deputies will work to provide coverage without the use of excessive overtime.

Deputy Chiefs shall be allowed 2 weeks off for vacation during the Prime Time vacation period. Such period normally being the last week of June through the first week of September. However, Deputies shall not be required to take two weeks of vacation during that time. Members may opt to sell ("lose") up to two (2) weeks of Prime Time Vacation at the rate of \$600.00 per week.

ARTICLE VIII - CLOTHING ALLOWANCE

All employees covered by this Agreement shall be credited the following sums for clothing allowance.

Effective January 1, 2011:
\$1,000 annually

The Town of Natick shall provide two (2) new uniform dress hats at the discretion of the Chief of the Department.

Clothing Maintenance

Each Bargaining Unit employee shall receive an annual clothing maintenance of \$150.

ARTICLE IX - 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) days for each month of regular full-time service, not to exceed (15) days in any calendar year.

Sick leave not used in the year in which it accrues, together with any accumulated sick leave standing to the employees' credit and not used in the current year, may be accumulated for use in a subsequent year up to a maximum accumulation of two hundred twenty four (224) days.

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. Those employees originally hired by the Natick Fire Department after July 1, 1987, may accumulate sick leave to a maximum accumulation of 182 shifts.

Upon retirement, employees shall be entitled to buy-back of all accumulated sick leave over 100 days at the rate of 1 for 2 of all such accumulation. For purposes of buy-back a day's pay shall be determined at 12/42 of an employee's weekly pay at the time of termination.

Effective for those employees originally hired by the Natick Fire Department after July 1, 1998 regular full-time employees will accrue sick leave at the rate of one (1) day per month for each month of service, not to exceed 12 days in any year. Employees hired after July 1, 1998, shall accumulate sick leave days to a maximum of one-hundred twenty (120) days. Upon retirement, employees shall be entitled to buy-back of all accumulated sick leave over 50 days at the rate of 1 for 2 of all such accumulation. For purposes of buy-back a day's pay shall be determined at 12/42 of an employee's weekly pay at the time of termination.

Section 2.

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 IX-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 or providing security for buy-back sick leave purposes. Said shifts shall have been accumulated pursuant to the provisions of Article IX, Section 1 and as referenced in Article IX, Section 2. For the purposes of buy-back of all 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 IX. Any time the 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 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 frame work 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 two members of the Union, one member of the Board of Selectmen, the Town Administrator (or his designee) and an independent physician jointly named by the Union Representatives and the Management Representatives. 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) days.
- (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 X - PERSONAL LEAVE

Each employee shall be entitled to earn a maximum of three (3) additional days off with pay during any fiscal year upon the completion of one hundred and twenty (120) consecutive days without using sick leave during such 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 Fire Chief or his designee. Said Personal Health Days must be used within one (1) year after they are earned, unless the Fire Chief approves an extension of time which said personal day may be used.

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 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 July to July of each year.

Priority shall be given to requests for time off first made.

ARTICLE XI - BEREAVEMENT LEAVE

In the event of a death of a member of an employee's immediate family (spouse, parents of the employee, parents of spouse, grandparents, children, grandchildren, 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 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 XII - INSURANCE

Group Life and Health Insurance coverage will be made available to bargaining unit employees on the same basis as to other town employees.

Effective January 1, 2011:

Plan	Individual	Family
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.

ARTICLE XIII - INDEMNIFICATION

In accordance with the terms and conditions of insurance policies in force or purchased by the Town during the term of this Agreement, the Town agrees to indemnify, hold harmless and defend employees covered by this Agreement from claims and liability of third persons in any causes of action which arise out of the employee's employment with the Town. The Town also agrees, solely by means of the terms and conditions of insurance policies in force or purchased by the Town during the term of this Agreement, to provide for the issuance of bonds releasing any attachment made against an employee in such situations. These provisions shall not apply in the case of willful or wanton conduct.

ARTICLE XIV - SALARIES/COMPENSATION

The weekly salary for the position of Deputy Chief shall be in accordance with the attached salary schedule.

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

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.

Effective July 1, 2012, the stipend for Administrative Deputy shall be increased by \$1,000 (new amount effective 7/1/12 is \$3,000).

ARTICLE XV - PROMOTIONS

When an employee of the Natick Fire Department is promoted to the rank of Deputy Fire Chief, he shall enter the new position of Deputy Fire Chief at the rate of salary set forth in Article XIV or at a rate of pay two steps of the salary for Deputies above his prior salary, whichever is higher. It is the intent of this Article that an employee promoted to the rank of Deputy Fire Chief shall start at a salary which is two steps higher in the pay scale from the salary formerly earned by him. The Chief should establish such schedule in writing for the duration of the contract.

ARTICLE XVI - STAND-BY PAY

In addition to the salaries set forth in the foregoing sections of this Agreement which are intended to compensate the Deputy Fire Chiefs for all hours actually worked, each employee covered hereunder shall receive the annual sum of 3.0% of their base salary, added to base pay, for all standby duty which is hereby deemed to be part of his regular assignment. The nature of such standby duty is that a Deputy, terminating his employment at the end of his scheduled shift, shall remain available to be communicated with and within reasonable proximity of the Department for the period of time equal to the time of the next successive shift of duty.

Stand by pay shall also be made in consideration of the additional cross-over time required for transfer of information between Deputies from shift to shift and in lieu of overtime payments to Deputies to attend 4 Deputy meetings during the year, not to exceed 3 hours per meeting as

scheduled by the Fire Chief.

Should a Deputy swap standby shifts, notification shall be given to the Chief of the department within a reasonable time period in advance of such swap.

ARTICLE XVI-B - CALL BACK AND COMPENSATORY DAY

Section 1: Call Back

Effective July 1, 2005, if an employee, who is not on duty is called into duty, he shall be guaranteed a minimum of four (4) hours' compensation.

Section 2: Compensatory Day

Employees covered by this agreement will be provided each fiscal year with one Compensatory Day which may not accrue and which can be taken in the same manner as vacation and personal days.

Effective July 1, 2007: Employees covered by this agreement will be provided each fiscal year a second Compensatory Day which may not accrue and which can be taken either in the same manner as vacation and personal days or this day along with the day in the previous paragraph may be taken in four (4) hour blocks. There can be a total of five (5) four (4) hours blocks. If there are any hours less than 4 hours remaining, these hours will be lost. Any full shifts (0800-1800) or partial shifts (4 hour blocks) taken during the regular work week (0800-1800) will be covered by the Administrative Deputy Chief if he is on duty.

ARTICLE XVII - LONGEVITY

Longevity Payments shall be as follows:

10-14 Years:	2% of the member's base pay, paid weekly
15-19 Years:	3% of the member's base pay, paid weekly
20-24 years	4% of the member's base pay, paid weekly
25+ years	5% of the member's base pay, paid weekly

Effective July 1, 2012, members with 25+ years of service shall receive \$500 annually, said payment to be issued on or about December 1 of each year, in addition to the above longevity payment.

ARTICLE XVIII - E.M.T. PREMIUM

In addition to all other compensation to which he is entitled under this Agreement, each member of the Association who holds or attains the status of Certified Emergency Medical Technician (E.M.T.) prior to December 1, in any year shall receive additional compensation according to the schedule below. In addition, any employee who attains and retains certification as EMT/EMT-I/EMT-P prior to appointment as Deputy Chief shall continue to receive stipends previously received for this certification so long as said certification is maintained in good standing.

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

ARTICLE XIX - COURT TIME

When a member of the unit, as a result of his/her duties as a Deputy Chief, is required to attend as a

witness for the Commonwealth or Town in any criminal case pending in any District, Municipal, Juvenile or Superior Court, at any time, or other representations of the Town at arbitration or designated proceedings, other than during his/her regular tour of duty, said member shall receive a total compensation for such attendance as a witness, time and one-half of the regular hourly rate at a 4 hour minimum. Additional time to be paid for actual hours worked.

ARTICLE XX - DUTY OBLIGATION

The Chief of the Fire Department will endeavor to maintain that a Deputy Fire Chief be employed during all shifts as Shift Commander. In the event of multiple absences, illnesses, fiscal restraints or schedule difficulties the Chief may fill the Deputy's vacancy with a Captain duly promoted to the rank of "Temporary Deputy Fire Chief" as set forth in the provision of civil service statute governing temporary promotions, for long term vacancies. For purposes of this Article, a long term vacancy is defined as any vacancy that exceeds four (4) consecutive shifts, excluding vacations.

The Chief of the Department shall assign a Deputy Chief to be in charge of the Department Emergency Medical Technicians and to advise him of the number of E.M.T.'s required by law in order to provide adequate E.M.T. coverage. The Chief of the Department when notified of any of the above requirements by said Deputy Chief, shall, within a reasonable time, initiate action to assure compliance.

ARTICLE XXI - PERFORMANCE EVALUATION

The Town and the Deputy Chiefs' Association will finalize and implement a performance evaluation system by July 1, 1994.

ARTICLE XXII - EDUCATIONAL

Section 1. Educational Incentive

Any Deputy Chief who currently holds a degree or has earned credits towards a degree or shall complete degree requirements towards a degree in Fire Science, Management or a closely related field to the duties of Deputy Chief, shall be paid an amount equal to the following percentage of their base pay:

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.

Associates Degree	6% of the member's base pay
Bachelors Degree	9% of the member's base pay
Masters Degree	11% of the member's base pay

All semester credit and degrees shall be earned in an educational institution accredited by the New England Association of Colleges and Secondary Schools or by a Board of Higher Education.

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

Section 2

Employees covered by this Agreement may pursue in-service training approved by the Chief of the Fire Department. Employees shall receive the following maximum stipend for successful completion of 42 hours of said training:

Effective July 1, 2012: \$4,900

In-service training stipends may be earned in increments of 1/3 for every 12 hours of approved in service training successfully completed, up to a maximum of 42 hours. Successful completion of water rescue training shall qualify for 12 hours of in service training.

Effective July 1, 2007: Successful completion of 24 hours EMT Refresher course shall qualify for 12 hours of in-service training for that year and 12 hours of in-service training the following year.

In exigent circumstances a Deputy may request the carry over of up to 8 hours of training time to the following fiscal year. Such time to be used within 1 year of such granting.

Section 3

Each Deputy Chief upon successful completion of course work in Fire Science, Management, EMT Certification/Re-Certification or a closely related field to the duties of Deputy Chief, shall receive reimbursement for expenses incurred including tuition, books or associated fees up to an annual maximum of \$500. All such course work shall be pre-approved by the Chief of the Fire Department.

ARTICLE XXIII - SERVICE IN THE CHIEF'S ABSENCE

When the Fire Chief is absent and if he so designates in writing a Deputy Chief to serve as Acting Chief, said Acting Chief shall receive as additional compensation a 10% pay increment for such period.

ARTICLE XXIV - EMPLOYEE ASSISTANCE PROGRAM RECOGNITION

The Town of Natick and the Deputy Fire Chiefs' Association recognize the benefits of the "Employee Assistance Program" for themselves and their families. Both the Town and the Deputy Chiefs agree that the emphasis of a corrective employee assistance program should be rehabilitation assistance to those in need.

ARTICLE XXV - INJURED ON DUTY LEAVE

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

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. Provide documentation of incident causing injury.
- b. Provide evidence of incapacity.
- c. Be available to the Town's physicians to evaluate the condition at no less than 3 month intervals.
- d. The Deputy Chief shall provide to the Town medical documentation from the treating physician or provider indicating the diagnosis, prognosis, treatment and estimated time of disability. The Deputy Chief may provide a medical release to the Town's medical consultant or physician of those medical records related to the injury which will be used by the Town's physician in recommending eligibility for injured leave and assisting the Deputy Chief toward recovery and return to work.
- e. Engage in no activities which will impair recovery from the injury.

MODIFIED DUTY FOR RETURN TO WORK

There are injuries which may be sustained on and off the job which may permit a Deputy Chief 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 Deputy Chief's opportunity to achieve full psychological and physical recovery from the injury.

If after 45 days, a Deputy Chief out on I.O.D. is unable to return to full duty status, the Chief of the department, after review with the Association, may assign a Deputy Chief who is recovering from sickness or injury (line of duty and non/line of duty) to modified duty, while the Deputy Chief 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 agreed to by the employee's and the town's physician, shall make a determination which shall be binding on the parties. Sickness or other non line of duty injuries shall provide the opportunity for voluntary light duty on the part of the Deputy Chief.

As an alternate to the third physician mechanism, the Association may, on behalf of an employee not agreeing to light duty assignment, initiate expedited arbitration pursuant to the procedure hereinafter set forth.

The Article XXVII Expedite Arbitration Panel shall consist of the following arbitrators to whom disputes hereunder shall be referred in sequence.

Mr. A.
Ms. B. (example) (to be named)
Mr. C.
Mrs. D.
Ms. E.

Within five days of receiving direction from the Chief to report for light duty, the employee, through the Association, may demand arbitration with a copy simultaneously sent to the Chief. The arbitrator shall convene a hearing within ten days of the date of the arbitration demand. The presentation of each side shall be limited to one hour, during which any relevant documentation,

testimony and argument may be presented. The sole question to be answered by the arbitrator shall be "Was the Town's assignment of (name) to light duty unreasonable?"

The arbitrator may issue his/her decision immediately upon conclusion of the hearing, but in no event later than 24 hours following the hearing. Unless the arbitrator determines that the Town's assignment to modified duty was unreasonable the employee shall commence such assignment immediately following the arbitrator's decision.

It is not intended that modified duty assignments under this Article shall in any case be permanent assignments, such assignments shall be subject to review no less than semi-annually.

Modified duty assignments shall be consistent with normal departmental operations, and shall be on a Monday-Friday work schedule.

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 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 injured in a non-duty status may volunteer for light duty subject to the Chief's approval.

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 consistent with the duties and responsibilities of the Deputy Chiefs and be of an administrative nature.

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

ARTICLE XXVI- APPLICABILITY OF CIVIL SERVICE LAWS

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 Association, and to the Town and its management officials.

Any matter which is subject to the jurisdiction of the Civil Service Commission or any Retirement Board established by law shall not be subject of grievance or arbitration hereunder, however, 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 provision, procedures and methods may be utilized by the party or parties concerned.

ARTICLE XXVII- MANAGEMENT RIGHTS

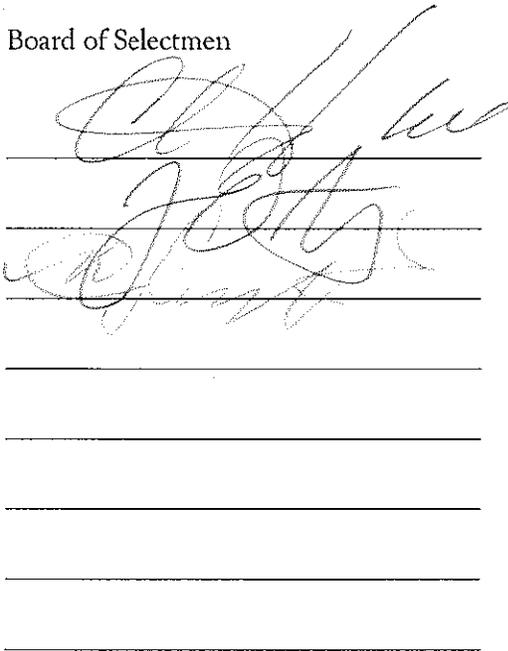
It is agreed that management officials of the Town of Natick and of its Fire Department retain all the rights vested in them by the General Laws of Massachusetts. More particularly, the Fire Chief has

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 take 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.

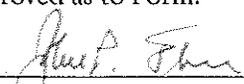
For purposes of this Agreement, the term "Management Officials" includes members of the Natick Board of Selectmen, Fire Chief and anyone duly designated as acting in any of the aforesaid positions.

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

Board of Selectmen



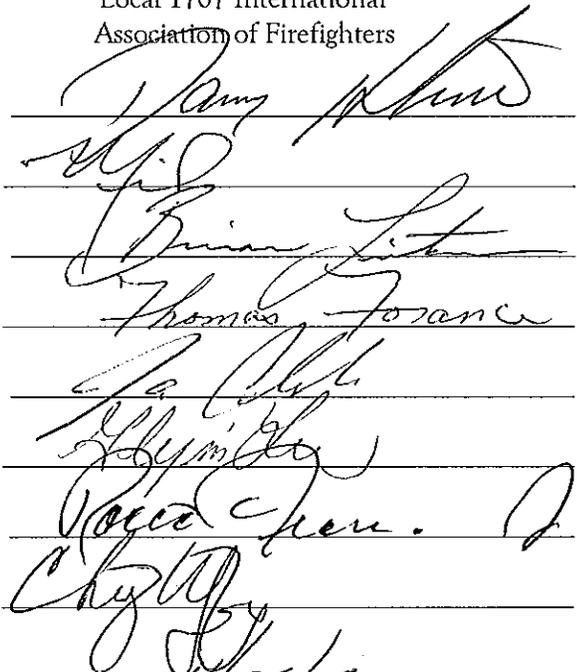
Dated: 4/27/15

Approved as to Form:


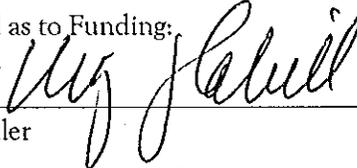
Labor Counsel

Dated: MAY 13 2015

Local 1707 International
Association of Firefighters



Dated: 4/25/15

Approved as to Funding:


Comptroller

Dated: 5-12-15