

AGREEMENT

BETWEEN

TOWN OF ASHLAND

AND

ASHLAND FIREFIGHTERS

LOCAL 1893, I.A.F.F.

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PREAMBLE

The within Agreement is entered into by and between the TOWN OF ASHLAND, hereinafter called the "TOWN" or "Employer", acting by and through its duly constituted and empowered Town Manager, and the ASHLAND FIREFIGHTERS, LOCAL 1893, International Association of Firefighters, A.F.L.-C. I. O., hereinafter called the "Union".

WITNESSETH

WHEREAS, the well-being of the employees covered by this Agreement and the effective, efficient and economic operation of the Fire Department of the Town, require that a defined, orderly and constructive relationship exist and be maintained between the parties; and,

WHEREAS, the participation of employees in the collective bargaining process contributes to the effective conduct of the public business and fire department administration; and,

WHEREAS, the Town and the Union recognize and acknowledge that the within Agreement shall serve as the basis upon which the parties shall establish and maintain a continuing relationship which shall be responsible, stable mutually meaningful; and,

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinbefore and hereinafter set forth, and for still other and further valuable consideration, the parties agree as follows:

ARTICLE I Recognition

The Town recognizes the Union as the exclusive representative, for the purpose of collective bargaining relative to wages, hours, and other conditions of employment, of all full-time firefighters and officers of the Fire Department.

The Town and the Union agree that "call Firefighters" shall not be included in this Agreement.

The Town and the Union agree not to discriminate against employees covered by this Agreement on account of membership or non-membership in the Union, as the case may be.

ARTICLE II Dues and Initiation Fees

An employee may authorize the deduction of Union dues and an initiation fee by signing the membership and dues authorization form provided by the Union and submitting such signed authorization form to the Town Manager. The Employer agrees to deduct membership dues, and an initiation fee, uniformly levied and authorized by the Union, from the pay of each employee who has signed such membership form and to remit the dues and initiation fees so deducted to the Treasurer of the Union, together with a list of the employees from whose pay such deductions have been made. An employee may withdraw his/her dues check-off authorization by giving written

notice by certified mail to both the Employer and the Union during the sixty (60) day period prior to the termination date of this Agreement, that no further dues deductions are to be made from the employee's pay following the said termination date of this Agreement.

Absent any such withdrawal of authorization, however, the Employer shall continue to make deductions as aforesaid and remit the same to the Treasurer of the Union.

The Union agrees to indemnify and save the Town harmless against any and all claims, suits or other forms of liability arising out of the application of this Article. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the treasurer of the Union, who shall provide such information to the Town Treasurer as may be necessary to carry out the deduction process.

ARTICLE III Reserved

This Article is reserved for future use and to preserve subsequent article numbering.

ARTICLE IV Probationary Firefighters

Section 1. Definition

Probationary Firefighter is a full-time Firefighter (not a "call" firefighter) appointed by the Town Manager.

Section 2. Service, Discharge, Education, Physical Exam, Appointment, Wages

- A. A probationary Firefighter shall serve in such capacity a period of time not less than one (1) year next following commencement of employment. It is anticipated and expected that such service shall be served in an uninterrupted fashion. In the event, however, of a break in service, for any reason, during such probationary period, any time lost shall be made up and the probationary period shall be extended accordingly.
- B. A probationary Firefighter shall be subject to discharge at the discretion of the Employer, which discharge shall not be subject to the grievance procedures of Article 9 herein.
- C. A probationary Firefighter shall be certified by a practicing physician, all in accordance with Article XXI, Section 4 hereof.
- D. A probationary Firefighter may be appointed by the Town Manager to:
 - 1. Fill a permanent vacancy created by the death, irrevocable discharge or termination, or retirement of a full-time Firefighter; or

2. Fill a temporary vacancy created by a full-time firefighter who is not on active employment status because of work or not-work connected illness or injury or on authorized leave of absence; or
 3. In the event that the temporary vacancy, as set forth in (2) above, exceeds or may exceed the probationary period of one (1) year, the Employer may request the Union to extend the probationary period. and assent thereto shall not be unreasonably withheld by the Union.
- E. The Firefighter with the least seniority covered under this agreement may be required by the Chief to change shifts, with four (4) weeks' notice, except in unforeseen emergencies, to fill a vacancy created by a full-time Firefighter who is not on active employment status because of work, or not-work connected illness or injury, or on authorized leave of absence, other than for vacation.

A senior Firefighter may elect to take the shift transfer and will be allowed the transfer instead of the junior Firefighter with the approval of the Chief. If more than one senior Firefighter elects to be transferred, the person with the most seniority shall be transferred. Upon the return of the Firefighter from inactive employment status, the transferred Firefighter has the right to remain on the covered shift or be reassigned to his original shift.

ARTICLE V

Employee Rights and Representations

- Section 1. Employees have, and shall be protected in the exercise of, the right, freely and without fear of penalty of reprisal, to join and assist the Union. The freedom of employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a Union officer or representative, or otherwise, and including the right to present Union views and positions to the public, to officials of the Town and the Fire Department, to any Town Meeting and to members of the General Court, or to any other appropriate authority or official.
- Section 2. Union officers, representatives, or grievance committee members, not to exceed two (2) in number, shall be granted a leave or leaves of absence, without loss of pay or benefits, for time required to discuss and process grievances or incidents which could lead to grievances, with Union counsel, the employee, or any other person or persons involved, and to participate in any grievance step as described herein, or in arbitration procedures consequent thereupon.
- Section 3. Union officers, representatives, or grievance committee members shall be permitted to discuss official Union business with employees during work hours, provided such discussion does not interfere with Firefighting duties, and shall be permitted to discuss such business with the Chief of the fire department at all mutually convenient times.

Section 4. Union officers, representatives and grievance committee members, not to exceed two (2) in number, shall be granted a leave or leaves of absence, without loss of pay or benefits for time required to attend meetings of the Board of Selectmen, any town meeting, the General Court, or other public body. The provisions of this paragraph shall apply to only one (1) employee of the on-duty shift.

Section 5. No meeting between the Town and an employee concerning discipline shall commence unless the subject employee is first offered the opportunity to obtain union representation. The employee shall be given notice of any such meeting in order to obtain representation and adequately prepare for such meeting.

ARTICLE VI Management Rights

Section 1. Subject to this Agreement and applicable law, the Town reserves and retains its regular and customary rights in the exercise of its function of management and in the direction and supervision of the Town's business. This includes, but is not limited to the right to: add or eliminate departments; change process; assign work and work to be performed; hire; transfer or promote; establish reasonable rules, regulations, job descriptions, policies and procedures; conduct orderly operations; establish new jobs; determine where, when, and how will be done; determine standards of proficiency in firefighting skills; except where any such rights are specifically modified or abridged by terms of this Agreement, to relieve employees due to the incapacity to perform duties for any other reason

Section 2. Unless an express, specific provision of this Agreement clearly provides otherwise, the Town, acting through its Board of Selectmen, Town Manager and Fire Chief, retains all the rights and prerogatives it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent to manage and control the Fire Department.

Section 3. Management also reserves the right to decide whether, when, and how to exercise its prerogatives, whether or not enumerated in this Agreement.

ARTICLE VII No Strike

No employee of the Fire Department nor the Union nor any representative thereof shall engage in a strike, work stoppage, work slowdown, or withholding of Fire Department Services.

ARTICLE VIII Stability of Agreement

Section 1. The within Agreement sets forth the entire contract between the parties and may be canceled, modified or amended only by a written instrument executed by both the Town and the Union. Paragraph captions are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

Section 2. The failure of the Town or of the Union to insist, in any one or more instances upon compliance with any one or more of the terms or provisions of the within Agreement shall not be considered as a waiver or relinquishment of the right of the Town or the Union to insist upon future compliance with any such term or provision, and the obligations of the Union and the Town to comply with each and every provision of this Agreement shall continue in full force and effect.

ARTICLE IX Grievance and Arbitration

Section 1. Definition

The term "grievance" shall mean any dispute concerning the application or interpretation of the terms and provisions of this Agreement and any complaint, dispute or controversy of any kind concerning same, which arises between one or more employees and the Town or its Agents (inclusive of the Chief of the Fire Department), or the Union and the Town or its Agents (inclusive of the Chief of the Fire Department), concerning, but not limited, to working conditions, hours of work, wages, fringes or rates of pay referred to or specified in this Agreement, may be processed as a grievance under the following procedure.

- Step 1. The employee, or a designated representative of the Union, shall submit the grievance, in writing to the Fire Chief and the Town Manager within twenty-one calendar days after the date of the act, omission or commission giving rise to the grievance, or after the date on which there was a reasonable basis for knowledge of the act, omission or commission. The designated Union representative must be given the opportunity to be present at any discussion of the grievance between the employee and the Fire Chief. The Fire Chief shall answer the grievance, in writing, within fifteen (15) calendar days after the date on which the grievance was submitted. Copies of the written answer shall be presented to the employee, representative of the Union and the Town Manager.
- Step 2. If the grievance is not resolved in Step 1 or answered by the Chief within the time limit set forth, the written grievance shall be submitted to the Town Manager within ten (10) calendar days after receipt of the written answer of the Fire Chief or of the date when such reply was due. The Town Manager, the Union Grievance Committee and the employee shall meet within fourteen (14) calendar days after such submission and shall attempt to settle the grievance. If the matter cannot be satisfactorily settled at such meeting, the Town Manager shall give his written answer to the grievance within ten (10) calendar days after the meeting ends. Such written answer shall be forwarded to the Union Grievance Committee, copy to the employee.
- Step 3. In the event that the written answer of the Town Manager to the Grievance submitted by the employee or the Union Grievance Committee is unacceptable to the employee or the Union Grievance Committee, then the Union may (in its sole discretion), within twenty-one (21) calendar days next following the date of receipt

of the Manager's written answer, notify the Town Manager in writing that it wishes to have the grievance submitted to binding arbitration. A copy of the request for arbitration may be hand delivered to the Manager's office or mailed by certified mail, return receipt requested. In the event that a required response is not issued within the applicable time period, the grievant may appeal to the next step of the grievance procedure.

Section 2. Selection of an Arbitrator, etc.

The Arbitrator shall be selected in accordance with the rules and procedures of the American Arbitration Association. The Arbitrator's award shall be final and binding on the parties, provided the award is within the jurisdiction and authority of the Arbitrator and further assuming that there is no appeal able issue of law raised during or concerning the arbitration proceedings. The Arbitrator's award shall be confined to the specific issue or issues submitted to him and the Arbitrator shall have no power to amend, alter, add to or detract from the terms of this Agreement.

Section 3. Fees and Expenses of Arbitrator

All fees and expenses of the Arbitrator shall be borne equally by the parties. Each party shall bear the expense of the preparation and presentation of its own case. If either party desires a stenographic record of the hearing, such party shall retain the service of a court stenographer and the cost of it shall be borne equally by the parties.

Copies of the transcripts shall be given to opposing counsel and the Arbitrator whether before or at the time of presentment of a post-hearing brief.

The Arbitrator shall be requested to issue his award within thirty (30) days of the close of the hearing or the date that post-hearing briefs are presented.

Section 4. Reinstatement of Back Pay

In a particular case, the Arbitrator may order an employee reinstated to his former position with full, partial or no back pay, as the case may be.

Section 5. Hearing, etc.

Arbitration hearings shall be held during weekdays and the grieving employee, the members of the Union Grievance Committee (not to exceed two (2) in number), and any other employee called as a witness by such Committee, shall be paid his or her respective hourly rate while participating in arbitration proceedings. The Union and the Employer agree to call witnesses in an orderly fashion so that the Fire Department will not be deprived of sufficient manpower to service the needs of the Town.

Section 6. Miscellaneous

The time in which the Employer, Union or employee must respond to an action, lack of action, or notice, as hereinbefore set forth, may be extended a reasonable period of time by mutual agreement in writing executed by and among the parties, which extension shall not be unreasonably withheld.

**ARTICLE X
Disciplinary Procedure**

- Section 1. No non-probationary employee shall be discharged or suspended except for just cause.
- Section 2. In all cases of discharge or suspension, the Chief shall forthwith notify the employee and the Union in writing and provide a copy thereof to the Town Manager. The notice shall specify in reasonable detail the disciplinary action taken and the reasons. The Town Manager shall give at least one (1) written warning before suspending or discharging an employee except for a serious matter.
- Section 3. Nothing in this Agreement shall prevent the Employer from laying off an employee or employees because of budgetary constraints or other legitimate reasons.

**ARTICLE XI
Wages**

- Section 1. Wage Schedule

Effective July 1, 2018 - 2% Increase			
GROUP/BU	GRADE/RANK	STEP	HOURLY RATE
AFD	CAPT	1	\$34.7240
AFD	LT	1	\$32.6147
AFD	FF	0	\$22.1894
AFD	FF	1	\$24.1366
AFD	FF	2	\$25.9482
AFD	FF	3	\$27.1515
AFD	FF	4	\$28.3823
AFD	PROB	1	\$22.1894

Effective July 1, 2019 - 2% Increase			
GROUP/BU	GRADE/RANK	STEP	HOURLY RATE
AFD	CAPT	1	\$35.4185

AFD	LT	1	\$33.2670
AFD	FF	0	\$22.6332
AFD	FF	1	\$24.6193
AFD	FF	2	\$26.4672
AFD	FF	3	\$27.6945
AFD	FF	4	\$28.9499
AFD	PROB	1	\$22.6332

Effective July 1, 2020 - 1% Increase			
GROUP/BU	GRADE/RANK	STEP	HOURLY RATE
AFD	CAPT	1	\$35.7727
AFD	LT	1	\$33.5997
AFD	FF	0	\$22.8595
AFD	FF	1	\$24.8655
AFD	FF	2	\$26.7318
AFD	FF	3	\$27.9715
AFD	FF	4	\$29.2394
AFD	PROB	1	\$22.8595

Section 2. Appointment, Step Rate Increases and Promotions Probationary Firefighters

- A. A probationary Firefighter shall be paid the "Probationary Grade" rate of pay as set forth in the schedule during the period of one (1) year next following the date of his appointment, except as such one (1) year period may be extended in accordance with other provisions of this Agreement. Upon the successful completion of such probationary period, the employee shall be advanced to permanent Firefighter and shall be paid the rate as set forth in Step 1 of the schedule. Upon completion of one (1) year of service in Step I of the schedule, the employee shall be advanced to Step II. Thereafter, the employee shall be advanced to the next following steps upon completion of fifty-two (52) consecutive weeks of service in each Step.
- B. Step Rate Increases and Promotions
1. Step Rate Increases - Upon advancement to a step, a Firefighter shall be compensated at the rate specified, effective with the first day of the payroll

period in which falls the day immediately succeeding the prior and applicable service period, as the case may be.

2. Promotions - Upon appointment to a rank (promotion), a Firefighter shall be compensated at the rate specified, effective with the first day of the payroll period in which falls the day immediately succeeding the date of promotion.

ARTICLE XII Hours of Work and Overtime

Section 1. Scheduled Work Shifts, etc.

The work schedule of employees shall consist of one (1) twenty-four (24) shift commencing at 0800 hours. It shall be followed by twenty-four (24) hours consecutive off duty. The employee shall return to work for one (1) additional twenty-four (24) hour shift. Upon completion of the two (2) twenty-four (24) hour shifts with one (1) twenty-four (24) hour shift off between the two (2) twenty-four (24) hour duty shifts, the employee shall remain off duty for one hundred twenty (120) hours. This shift shall continue on an eight (8) day rotation. The workweek will average forty-two (42) hours over an eight (8) week cycle period.

The work schedule will be posted and any personnel changes on rotating shift of that schedule will be posted at least twenty-eight (28) days prior to the ending of the eight (8) week cycle. The work schedule, as set forth in this section is fixed and cannot be changed. Reference herein to "changes" shall refer only to personnel assignments. It is further agreed that the work schedule will not be changed to avoid overtime. Moreover, it is agreed that duties normally performed by firefighters shall not be performed by anyone other than employees covered by this agreement, when such employees are available either on a regular or overtime basis. All members that take leave shall be filled rank for rank, however, shifts with staffing of 5 or excess of 5, will not cover the first firefighter out on sick, IOD, administrative, school or training leave.

Section IA All available permanent full-time employees covered under this Agreement will be recalled before mutual aid is summoned, when the Town has the required equipment available.

There shall be a special shift designated as the day shift for providing additional daytime coverage. Said shift shall consist of four (4) twelve-hour shifts. No more than two (2) firefighters shall be assigned to this shift at any one time. Each firefighter assigned to said shift shall work two (2) consecutive days, followed by two (2) scheduled days off, followed by two (2) consecutive work days, and followed by two (2) consecutive days off, for a total of four (4) twelve-hour days in each 8-day cycle. Firefighter may request this shift, and, if more than one firefighter requests the day shift, it shall be awarded to the most senior firefighter

making the request. If no firefighter requests the day shift, vacancies shall be filled by the firefighter(s) with the least seniority. The foregoing schedule shall not be implemented until such time as all four (4) groups have a scheduled shift complement of four (4) firefighters and one (1) officer.

Section 2. Overtime Service

For the purpose of this and other provisions of the within Agreement, time paid for but not working shall be considered as time worked for the purpose of computing overtime pay. Overtime pay shall be computed on the basis of 1.5 times the base rate of pay of the employee. All hours worked, including those spent in attendance at scheduled departmental training sessions, in the excess of a scheduled tour of duty, shall be compensated for at the overtime rate of pay in accordance with the applicable provisions of the within Agreement. When agreed between the Chief and Firefighter, the Firefighter may choose to take time off in lieu of receiving overtime pay at the rate of 1½ hour off for every overtime hour worked.

Section 3. Scheduling of Overtime

In emergencies, other than recalls, or as the needs of the Fire Department require, permanent firefighters may be required to perform overtime work. All employees shall be given as much advance notice as possible of overtime work opportunities. Scheduled overtime shall be posted and assigned to all employees on the basis of a roster on which the work force shall be identified by their names in alphabetical order. Any such overtime work assignment shall be from the roster on a rotating basis. It is expressly provided, however, that a Firefighter shall replace a Firefighter and an officer will replace an officer from such rotational roster, thereby eliminating two officers serving on the same tour of duty and assuring that an officer will be in charge of each tour of duty. Except in the case of an officer or Firefighter being passed over, as hereinbefore provided, overtime refused shall be considered as overtime worked for the purpose of rotation.

Section 4. Non-Avoidance of Overtime

Part time firefighters ("call firefighters") will not be assigned the duties of permanent firefighters for the purpose of avoiding overtime unless the roster of permanent firefighters, as required by section 3 above, has been exhausted. However, it is understood between the parties that call firefighters shall continue to respond to all audible alarms, shall attend all meetings and drills, and shall continue to perform night duties as assigned by the Fire Chief, and such assignment or assignments shall not be construed as a violation of the terms of the within section.

In the event that determination is made, pursuant to the grievance procedures contained in the within Agreement, that this section has been violated, the permanent Firefighter whose name next appears on the roster outlined in section 3 above, shall be entitled to receive that overtime compensation which the employee would have received had this section not been violated.

Section 5. Recall Pay

A general recall shall be a recall of all available off duty personnel by a Box Alarm being transmitted. A limited recall is intended to recall off duty personnel for instances of a non-emergency nature, such as cellar pumping or stand by at a stable situation. A limited recall shall be ordered only for non-emergency situations. A limited recall shall be compensated at a minimum of 3 hours' pay at the recalled employee's overtime rate of pay for such recall.

Employees covered by the terms of this Agreement who are called back (recall) to duty after having completed an assigned tour of duty and having left the station, or who are called back on a scheduled day off, shall receive not less than 2 hours pay at the recalled employees' overtime rate of pay for a general recall, and 3 hours pay at the recalled employees' overtime rate of pay for a limited recall. Overtime worked in excess of 2 hours for general recall, 3 hours for limited recall shall be computed in ½ hour intervals, e.g., any part or portion or all of any 30-minute increments shall constitute a 30-minute period of overtime pay. It is expressly provided that in the event of multiple recalls between scheduled tours of duty or on scheduled days off, each recall shall start a new 2 hours for general recall, 3 hours for limited guarantee period and will terminate any guarantee period then in effect as the result of a previous recall. There shall be no pyramiding of overtime. In no case shall an employee receive more than time and one half of his regular straight-time hourly rate of pay for any period of overtime irrespective of whether such time is worked or paid for on the basis of guaranteed minimum. For example, if an employee is recalled for a period of 2 hours for general recall, 3 hours for limited recall or any part thereof, the employee shall be guaranteed 2 hours for a general recall, 3 hours for limited recall, hours pay at his overtime rate. If an employee is recalled at 1 :00 and discharged at 2:00 and recalled again at 2:30 and discharged at 4:00, he shall be entitled to receive 3.5 hours for general recall and 4.5 hours for limited recall pay at his overtime rate.

The minimum discussed herein shall not apply to call back or hold-over hours contiguous with the beginning or end of a regularly scheduled shift.

Section 6. Holdover Pay

Employees who have worked beyond the employees' scheduled tour of duty shall be compensated for a minimum of one (1) hour's pay at the overtime rate. All overtime worked in excess of the aforementioned one (1) hour shall be computed in one-half (1/2) hour intervals. Any part or portion, or all of any thirty (30) minute period shall constitute a thirty (30) minute period of overtime pay.

Section 7. Paid Details (Private Work)

All employees covered by this Agreement who are assigned to a private detail, other than one, which is paid for by the Town of Ashland, shall be paid a minimum of 4 hours for each detail not exceeding 4 hours in length. For details in excess of 4

hours, the employee shall be compensated in four-hour increments. The rate of pay shall be computed as follows:

- A. Firefighter -1.5 times the base rate of pay + \$2.00/hour
- B. Lieutenant -1.5 times the base rate of pay+ \$2.00/hour
- C. Captain -1.5 times the base rate of pay+ \$2.00/hour

For details paid for by the Town of Ashland, the employee shall be paid according to the above schedule for each hour worked.

Any person working a paid detail on a Saturday, a Sunday, or a holiday, shall be compensated at one and one-half times the detail rate provided above.

All employees shall be given as much advance notice as possible of paid details and the same shall be posted and assigned to all employees on the basis of a roster on which the work force shall be identified by the names in alphabetical order. Any such paid detail assignments shall be from the roster on a rotating basis. It is expressly provided, however, that an employee shall not be relieved of Firefighting duty in order to cover any privately paid detail. In the event of such an occurrence, the next regularly scheduled employee shall be given the paid detail.

Any detail requested or required where less than forty-eight (48) hours' notice is given shall be compensated at \$1.00 per hour above your detail rate.

An employee or employees assigned to private details shall be responsible for departmental materials while on such detail and the employee will return same in a clean condition. All hose used in burning details shall be cleaned and hung in towers by the employees working the details.

Section 8. Working out of Grade

In the event that, for any reason, there is no shift officer assigned to a particular tour of duty, then a Firefighter shall be assigned or designated in charge of such tour of duty or shift. If such Firefighter is not so assigned or designated, then the senior Firefighter shall assume such charge. In any event, such Firefighter shall receive lieutenant's pay (as set forth in Pay schedule) for all time worked on such shift. No permanent Firefighter or officer shall be assigned the administrative duties of an officer or higher ranking officer, respectively, unless such permanent Firefighter or officer is paid to perform the duties of such officer, or higher ranking officer, as the case may be. For purpose of this Section, a permanent

Firefighter is defined as a full time Firefighter who is not a call Firefighter or Firefighter on probationary status.

Section 9. For the purposes of the Fair Labor Standards Act, employees shall be on a 28-day work period.

Section 10. Any employee that is absent due to non-work connected illness or injury shall not be eligible to work overtime for a period of twenty-four (24) hours.

ARTICLE XIII
Holidays

Section 1. The following days shall be considered holidays for the purpose enumerated below: New Year's Day, Presidents' Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Day, and Martin Luther King Day.

For purposes of this Article, the "holiday" is the twenty-four (24) hour period commencing at 8:00 A.M., on each holiday as hereinbefore set forth, except New Year's Day and Christmas Day which commence at 6:00 P.M. on the preceding evenings.

Section 2. When any one of the aforementioned holidays falls on an employee's scheduled work day, or any scheduled day off, even though not worked because of any period of paid absence, the employee shall receive, for each holiday, in addition to the employee's regular weekly compensation, an additional amount of pay computed as twenty percent (20%) of the employee's regular weekly compensation.

Those employees who work a tour of duty on Christmas, New Year's Day, Thanksgiving, Labor Day or July 4th, shall receive, in addition to the amount provided above, an additional amount of pay according to the following schedule:

- i. Those employees who work 8 am to 6 pm on the holidays listed in section 1 above shall receive an additional amount of pay computed as twelve percent (12%) of the employee's regular weekly compensation.
- ii. Those employees who work 6 pm to 8 am on the holidays listed in section 1 above shall receive an additional amount of pay computed as twelve percent (12%) of the employee's regular weekly compensation.
- iii. Those employees who work a full tour of duty (twenty-four hours) on the holidays listed in section 1 above shall receive an additional amount of pay computed as twenty-four percent (24%) of the employee's regular weekly compensation.
- iv. Those employees who work a full tour of duty (twenty-four hours) on Thanksgiving, Labor Day, or July 4th shall be paid an additional amount according to the following schedule:

Lieutenant	\$150.00
Fire Fighter	\$130.00

Those employees on work connected injury or work connected illness leave shall continue to receive such holiday pay except that, after twenty-four (24) consecutive months (104) weeks of work connected injury or work connected illness leave, holiday pay shall then cease.

When agreed between the Chief and Employee, the employee may choose to take time off in lieu of receiving holiday pay.

ARTICLE XIV

Seniority

Section 1. Definition

Seniority shall be defined as length of continuous service in the Town of Ashland Fire Department. Seniority shall be acquired by an employee upon completion of the probationary period, at which time seniority shall be retroactive to the first day of employment.

Section 2. Accumulation of Seniority

Seniority shall continue to accumulate during the first twenty-four (24) month of absence due to not-work connected illness or injury or layoff because of reduction in force or budgetary constraints, provided, however, that such employee has five (5) or more years of seniority. In the case of an employee who has less than five (5) year of continuous service, seniority shall continue to accumulate during the first (12) months of such absence. Seniority shall continue to accumulate during the first twelve (12) months of absence due to a non-paid but authorized leave of absence for a personal reason or reasons.

Section 3. Layoff

In case of a layoff in the Fire Department, the senior employee shall be retained. However, nothing herein contained shall prevent a senior employee from voluntarily accepting a layoff in place of a layoff of a junior employee, subject, however, to approval of the Fire Chief which approval shall not be unreasonable withheld. However, in such case, the senior employee shall be recalled first.

Section 4. Break in Seniority

Seniority shall be broken or interrupted when an employee:

- a. Resigns
- b. Retires
- c. Is not reinstated after discharge
- d. Is unable or otherwise fails to return to work at the expiration of an authorized leave of absence.

- e. Fails to return to work within a period of ten (10) calendar days following receipt of notice of recall from layoff. Verbal notice of recall shall be confirmed in writing, signed by the Town Manager, and shall be forwarded to the employee, certified mail, return receipt requested. A copy of such communications shall be forwarded to the Union representative.
- f. Is absent for more than two (2) consecutive tours of duty without notice to the Fire Chief or Superior Officer of the reason or reasons for such absence.

Section 5. Recall from layoff

In every case of recall from layoff, the order of recall shall be by seniority, i.e., the senior employee shall be recalled first. Notice of recall shall be accomplished in accordance with section 4 item (e) hereof.

**ARTICLE XV
Leave of Absence**

Section 1. Sick leave

- A. Sick leave with pay is the number of hours, which may be granted without deduction from an employee's pay for absence:
 - 1. When incapacitated for the performance of his or her duties as a result of not-work connected illness or injury; or
 - 2. When, through exposure to contagious disease, the presence of the employee at his or her regular work might jeopardize the health of others.
- B. Sick leave with pay shall be credited at the rate of twelve (12) hours for each calendar month worked, for a total accumulation of one hundred and forty-four (144) hours of sick leave credit per year. Sick leave will begin to accrue at the time of commencement of employment.
- C. Probationary firefighters shall be entitled to sick leave with pay during the probationary period, with regard to non-work connected illness, only in the case where such Probationary employee has contracted or has been exposed to contagious disease, thus causing the presence of the employee at his or her regular work, to jeopardize the health of others. In any event, the probationary employee shall be entitled to accumulate sick leave credits during the probationary term, all as hereinbefore set forth in B. above. The Chief, at his discretion, may request that the probationary employee provide a medical certificate describing from a licensed physician setting forth or describing the contagious disease.

- D. At the discretion of the Chief, a medical certificate from a licensed physician may be required. After three (3) consecutive tours of duty of sick leave or after hospitalization of twenty. four (24) hours or more, a medical certificate must be obtained and given to the Chief.
- E. No employee who is absent because of non-work connected illness in excess of the time for which the employees are on paid sick leave or vacation leave pay, shall accrue sick leave, vacation credit or receive holiday pay. Employees who are absent because of work-connected illness of injury shall continue to receive full pay and accrue sick leave credit for the first twenty-four (24) months of disability. The accrual and payment of such benefits shall not result in income, which would be greater than the employee's regular rate of pay. For example, if an employee is absent from work because of a work connected illness or injury for a period commencing July 1 to and including June 30 of the following year, he shall be credited with one (1) year of seniority and applicable provisions of the within Agreement as to longevity, step raise increases. etc. shall apply. However, he shall not be given, as additional remuneration, vacation pay for the time not worked during the aforementioned year However, he shall accrue, during such year, sick leave credit as hereinbefore set forth in B. above. If the said employee returns to work prior to July 1 of any year, then he shall be entitled to paid vacation time, all as provided in the within Agreement. It is expressly provided, however, that in any event, the affected employee shall not receive in excess of 52 weeks' pay during any fiscal year.
- F. If an employee dies before retirement, the spouse or estate of the employee shall be entitled to receive payment equal to one-half (1/2) of the total number of hours of unused sick leave credited to the employee at the time of death up to a maximum of Five Thousand dollars (\$5,000.00).
- G. Effective 7/1/03, upon superannuation retirement, twenty (20) years of continuous service to the Middlesex Retirement System, the employee shall be entitled to receive 750 hours of unused sick leave credited as payment to the employee at the time of his/her retirement. If opted by the employee, he/her must declare in writing to the chief and Town Manager that he/she intends to participate in the sick leave buyback program. At such time, the employee will be eligible to proceed to step five (5) of the pay scale for his/her rank. Step five of pay scale will be computed to be his/her total hours of accrued sick time up to the maximum of seven hundred fifty hours (750), divided by three (3) and computed at his/her rate of straight time pay for those years. That figure will represent an increase in the employee's base pay for each of his/her next three (3) years of employment with the town, if the employee elects to use this option, at the date of retirement; the employee will have a zero balance of accrued sick leave and will than receive no sick time buy back upon retirement.

KEY POINTS

1. Payment will be made on the first of December of each year.

2. Overtime will not be factored into retirement.
 3. If an early retirement bill is passed at any time during this agreement, only the year that the employee is currently in will count towards the sick leave buy back program. Any remaining funds will be paid to the employee via a lump-sum check and will not be factored into retirement.
- H. Injury, illness, or disability intentionally self-imposed or resulting from the use of alcohol or drugs, shall not be considered a proper claim for leave under this section, unless it is determined by a physician mutually agreed upon by the Town and the Union that an employee is alcoholic or drug dependent and enrolls in a recognized treatment facility or program.

The Town reserves the right to have an employee undergo a medical and psychological examination. The time, frequency, place and doctor shall be at the discretion of the Town. The cost of such examination shall be borne by the Town.

I. Deleted

- J. Any employee who uses twenty-four (24) hours or less of sick leave during the fiscal year shall receive a lump-sum payment of \$1,000.00 in July of the next fiscal year.
- K. Employees who are absent from work due to a work related injury/illness or a non-work related injury/illness shall be prohibited from engaging in any other occupation or employment during the date(s) of said absence, where such work could exacerbate the injury for which the firefighter is receiving benefits under this section or where such work is not approved by the employee's treating physician. Any employee engaging in any other occupation or employment while absent from work due to a work-related injury/illness or a non-work related injury/illness shall notify the Chief prior to engaging in said occupation or employment.

Section 1A. Sick Leave Bank

- A. Each permanent employee will contribute twenty-four (24) hours of accumulated sick time each year to a sick leave bank.
- B. The town will contribute one hundred forty-four (144) hours of sick time each year to a sick leave bank.
- C. The sick leave bank established under paragraphs A and B above is for the use of any employee who has an illness or injury (non-work connected) and has used up all available sick leave.

D. Procedure to apply for leave from the sick bank:

1. An employee in need of sick bank leave will deliver a request for same to the Union president.
2. The Union president will notify the Chief of the request and call a special meeting of the Union members to vote on its decision.

E. An employee's use of the sick bank leave is limited to three hundred twelve (312) hours for each separate injury or illness.

F. All records of sick bank leave available and sick bank leave used will be kept by the Union with current copies provided to the Chief.

G. Persons determined by the Chief and the Union president to have abused sick leave may be denied benefits under this section.

Section 2. Vacation Leave

Employees covered by the provisions of this agreement will be granted vacation leave with pay, in accordance with their continuous service as Firefighters. Years of service shall be determined in accordance with each employee's anniversary date during the vacation period.

A. Vacation Allowance

- | | |
|---|-----------|
| 1. 6 months but less than 1 year | 48 hours |
| 2. At least 1 year but less than 5 years | 96 hours |
| 3. At least 5 years but less than 10 years | 144 hours |
| 4. At least 10 years but less than 15 years | 192 hours |
| 5. At least 15 years but less than 20 years | 240 hours |
| 6. 20 years or more | 288 hours |

Vacation Allowance for Employees Hired After July 1, 2006:

- | | |
|---|-----------|
| 1. 6 months but less than 1 year | 48 hours |
| 2. At least 1 year but less than 5 years | 96 hours |
| 3. At least 5 years but less than 10 years | 144 hours |
| 4. At least 10 years but less than 20 years | 192 hours |
| 5. 20 years or more | 240 hours |

For the purposes of this section, "years" shall mean continuous uninterrupted years of service. Vacation leave shall be taken in increments of 10-hour day shifts or 14-hour night shifts.

- B. For purposes of this section, employees may take vacation as the Department schedule may permit. Two (2), but no more than two (2) firefighters on the same tour of duty may be granted the same vacation time.
- C. Employee's vacation periods shall be posted as far in advance as scheduling may permit and may be changed or amended, from time to time, as a situation may dictate.
- D. Vacation leave shall not accumulate beyond the vacation year in which it is due to be taken. The vacation year shall be the same as the fiscal year of the Town.
- E. Vacation leave earned in the service of the Commonwealth of Massachusetts, or any of its political subdivisions, or in the service of the United States Government, shall not be transferred to the Town of Ashland.
- F. No payment in lieu of unused vacation credit shall be made to any employee except at the time of layoff or to the employee's estate in the event of death.

Section 3. Bereavement Leave

Leave without loss of pay shall be granted employees when there is a death in the employee's family, in accordance with the following provisions:

- A. In case of death of a father, father-in-law, mother, mother-in-law, spouse, child, grandchild, sister or brother of an employee, the employee shall be entitled to a leave of absence from the time of notification of death to and including the tour of duty of the day of the funeral, not to exceed forty-eight (48) hours.
- B. In case of the death of a grandparent, brother-in-law, sister-in-law, son-in-law, daughter-in-law, the employee shall be entitled to a leave of absence covering the day before and the day of the funeral, not to exceed twenty-four (24) hours.
- C. In the case of the death of a nephew, niece, aunt or uncle, the employee shall be entitled to a leave of absence with pay for ten (10) hours the day of the funeral, provided the day of the funeral falls on a scheduled tour of duty.
- D. In cases of necessity for out-of-state travel or where the employee must have additional time to make arrangements regarding the estate of the deceased, the Chief may, in his sole discretion, grant the employee additional hours off with pay. Such additional time shall be charged against the employee's sick leave accrual.

Section 4. Court Leave

- A. An employee called for jury duty shall be granted court leave. Such employee must file notice of service upon receipt of same with the Chief.
- B. A Town employee summoned as a witness on behalf of the Commonwealth of Massachusetts or any of its subdivisions or of the Federal Government shall be granted court leave. Such employee must file notice of service upon receipt of same with the Chief.
- C. An employee on court leave shall be paid as follows:
 - 1. The difference between his regular rate of compensation and the amount received in juror's or witness' fees; or
 - 2. His full rate of compensation upon reimbursement to the Treasury of the Town of Ashland of the amount received in juror's or witness' fees.
 - 3. Expenses reimbursed by the court for travel, meals, room hire, or other expenses shall be retained by the employee on court leave and shall not be considered as part of the juror or witness fees.

Section 5. Military Leave

A Firefighter serving as a member of any of the reserve components of the Armed Forces of the United States, such as the National Guard, Army Reserve, Navy Reserve, etc., shall be granted military leave of absence not to exceed seventeen (17) days. Such employee will be reimbursed for loss of compensation during this period by an amount not to exceed the differential between the amount of his regular compensation and the amount of compensation received while on such service. Leave of absence granted under this section shall not affect any other benefit to which the employee is entitled. Employees who are called into the Armed Services, or who enlist, shall be deemed to be on indefinite military leave of absence without pay. Their service with the Town shall continue to accumulate during their absence. They shall not, however, be entitled to sick leave, vacation leave, court leave, bereavement leave, or personal leave of absence.

Section 6. Personal Leave of Absence

Requests of leave of absence without pay shall be in writing and directed to the Chief. The Chief shall give a written response as soon as possible, but in any event within seven (7) calendar days of receipt of such request.

Section 7. Personal Time

All Firefighters shall receive the following time off to be taken as personal time off with pay: two (2) segments of ten (10) hours each, and two (2) segments of fourteen (14) hours.

Scheduling of such personal time shall be subject to mutual agreement between the firefighters and the chief of the Fire Department.

Section 8. Family Leave

The Town recognizes its obligation to comply with all applicable Federal and state statutes as they apply to family leave issues, including, but not limited to, the Family and Medical Leave Act.

**ARTICLE XVI
Longevity Pay**

Employees shall be entitled to longevity payments based on the following schedule:

Years of	Service	
At least	But less than	Payment
5	10	\$900.00
10	15	\$1,000.00
15	20	\$1,100.00
20		\$1,200.00

Eligible employees shall receive longevity compensation in a lump sum payment to be made in the first paycheck next following the employee's employment anniversary date on which the employee has completed the requisite period of service, and annually thereafter on such date.

**ARTICLE XVII
Clothing and Equipment Allowance**

Section 1. Turnout gear

The department will provide two (2) sets of protective tum-out gear. The first set will be issued on employment. The second set within first year of employment. The Fire Department shall also provide a properly fitting self-contained breathing apparatus facepiece (face piece shall be compatible with the equipment currently used in the Department). This equipment will be the responsibility of each employee and will be replaced by the individual if lost or broken within a five (5) year time period of issuance, except if such loss or breakage is incurred in the line-of-duty and not through neglect or misuse. All items purchased with Town funds remain the property of the Town.

A complete set of turnout gear, to include

1. 1 set of NFPA approved bunker gear to include jacket and pants with suspenders
2. 1 pair of NFPA approved boots
3. 1 NFPA approved helmet w/ eye protection and with shield approved by Chief
4. 1 pair of NFPA approved firefighting gloves
5. 1 personal flashlight to be worn with turnout gear
6. 1 particulate filter firefighting hood

Section 2. Class A Uniform

After completion of basic recruit academy or first six months full time firefighters shall receive an initial clothing allotment of the following items:

1. 1 class single breasted A uniform to include pants and jacket
2. 1 long sleeve shirt (blue)
3. 1 short sleeve shirt (blue)
4. 1 pair black oxford dress shoes
5. 1 black tie
6. 1 blue bell cap with silver scramble cap badge
7. 1 pair white gloves
8. 1 pair of scramble collar devices in compliance with department uniform policy

Section 3 Class B Work Uniform

Newly appointed firefighters shall receive an initial clothing allotment for the purchase of the following items

1. 2 pair of uniform work pants
2. 2 long sleeve uniform shirts
3. 2 short sleeve uniform shirts
4. 1 pair black work boots

In addition, member shall receive (2) department issued badges and name tags.

Section 4 Clothing Allowance

Effective with first full pay period after appointment to full time firefighter, each firefighter shall receive an annually allowance payed weekly to clean, replace, maintain, or to further purchase more uniform items. Uniform shall be in compliance with department uniform policy. Said allowance shall be pro-rated to the start date and shall remain the same weekly pay as all other firefighters.

Effective Date	Annual Allowance
7/1/2015	\$1,000.00

ARTICLE XVIII
Educational Incentive Pay

Any employee of the Fire department who has, by taking courses, earned credits in Fire Science shall receive additional compensation according to the following schedule:

Effective Date	Amount per credit
7.1.03-7.1.05	\$18.00

A copy of the transcript or other appropriate evidence of credits must be presented to the Chief of the Department. Payment shall be made in a lump sum in the First paycheck next following July 15.

Any employee of the Fire Department who possesses a college degree in Fire Science, Fire Service Administration, or Emergency Medical Services from an accredited institution in higher learning shall receive the following as educational incentive pay:

Degree	Amount
Associate's Degree	\$1,400.00
Bachelor's Degree	\$1,600.00
Master's Degree	\$1,800.00

A copy of the official college transcript must be presented to the Fire Chief and Town Manager initially on or before January 1, of the fiscal year prior to first receipt of said incentive pay. Educational Incentive Pay shall be paid to the employee annually thereafter in a lump sum in the first paycheck next following July 15.

ARTICLE XIX
Emergency Medical Technicians and Special Stipends

Section 1. Emergency Medical Technician Coordinator

One permanent employee who has been certified as an Emergency Medical Technician for at least five (5) years shall be designated by the Chief of the Fire Department as the Emergency Medical Technician Coordinator.

A. Duties

The Emergency Medical Technical Coordinator shall be responsible for the administration supervision, scheduling and training of Emergency Medical Technicians within the Fire Department, and shall be responsible for the administrative supervision, scheduling and training for recertification of Emergency Medical Technicians within the Fire Department.

Section 2. Training Coordinator

One permanent employee who has had at least five (5) years full time experience on the Ashland Fire Department may be designated by the Chief of the Fire Department as the Training Coordinator.

A. Duties

The Training Coordinator shall be responsible for scheduling training sessions among and between the permanent full-time fire fighters and between the permanent full time fire fighters and the call fire fighters. The frequency of such training shall be determined by the Chief. The sessions may be conducted with personnel from outside or from within the department.

With the assistance of the Chief, the Training Coordinator shall attempt to secure the most qualified individuals outside the department to conduct such training sessions. In addition, the Training Coordinator shall be responsible for keeping records of all training sessions conducted.

Section 3. Emergency Medical Technicians

A. Duties

Certification as a basic Emergency Medical Technician or Paramedic shall be considered a condition of continuing employment with the Ashland Fire Department.

A Firefighter may be subject to disciplinary action, layoff, suspension or termination in the event such Firefighter fails to become so certified, re-certified, or, for any reason or in any event, such Firefighter ceases to maintain status as a basic Emergency Medical Technician or Paramedic. The duties of a basic Emergency Medical Technician or Paramedic shall be those required and provided by statutory laws of the Commonwealth of Massachusetts.

The parties acknowledge that since the inception of the Emergency Medical Technicians' program in the Town of Ashland, in house Emergency Medical Technician's courses have been given by fire department and medical personnel (nurses and doctors) to the firefighters in order to maintain certification and to increase their knowledge and expertise in emergency medical techniques and procedures. The Town agrees to continue the referenced in-house educational Emergency Medical Technician's program.

In the event that an employee fails to recertify as a basic Emergency Medical Technician or Paramedic, the employee shall be given twelve (12) months to obtain such recertification before the provisions of the above paragraph shall apply; provided, however, that the employee shall not receive a stipend during the period he is not certified.

Section 4. Other

Emergency Medical Technician/Intermediate shall not be a condition of employment, nor shall maintaining those certifications be considered conditions of continuing employment.

Section 5. Compensation

In addition to wages provided under this article, employees, who are certified by the commonwealth or designated by the Chief in the following categories, shall receive an annual stipend in the respective amounts:

Position	Eff. 7/1/18
EMT/Basic	3% of the annual pay of a Step 4 FF per Article XI, Sec. 1
EMT/Intermediate	5% of the annual pay of a Step 4 FF per Article XI, Sec. 1
Paramedic	11% of the annual pay of a Step 4 FF per Article XI, Sec. 1
Defibrillator Operator	0
EMT Training Coordinator	\$1,000.00
Training Coordinator	\$1,000.00
Certified Diver	\$500.00
Safety Coordinator	\$1,000.00
Epi-Pen Certified	\$200.00
Operations Officer	\$1,000.00
Investigator	\$1,000.00
Public Information Officer	\$1,000.00
*Technical Rescue	\$1,000.00
*Special Operations	\$1,000.00
*Underwater Rescue and Recovery	\$1,000.00

*Any Member, who has been assigned, appointed, or designated by the Chief, to be a participant as a Trained and Certified Specialized Rescuer in the following Disciplines, will receive compensation \$1,000.00 technical rescue, special operations, underwater rescue and recovery.

It is expressly provided that such remuneration as hereinbefore set forth shall be in addition to wages received by a permanent Firefighter or Lieutenant.

Such stipend shall be paid annually on the first pay week of January. If so certified or designated, an employee may receive more than one stipend listed above.

For any firefighter of any rank holding a paramedic certification, it is a mandatory condition of employment that the firefighter maintains such certification during his/her service with the Department. The Chief, at his discretion, shall have the right to release a firefighter holding a paramedic certification from having to perform paramedic duties for such periods of time he believes to be appropriate. The Chief shall invite comments from the Safety Committee prior to releasing a firefighter from the Paramedic requirement. Notwithstanding the requirement that a Firefighter/paramedic must maintain their certification, a firefighter who is not hired as a firefighter/Paramedic or was hired as a firefighter/Paramedic before July

1, 2006 may drop his Paramedic certification at any time, but not his basic EMT certification, without the approval of the Chief if such dropping of the certification does not affect the Town's advance ambulance standing .

Section 6. Recertification

The Town will attempt to schedule all courses necessary for recertification in any designation during the scheduled work shift of the employee. If this is not possible, the Employee shall be paid at the rate of time and one-half the

Employee's regular base rate of pay for all hours required for recertification outside his regular work shift.

Section 7. Academy Certification

In addition to wages provided under this Agreement, employees who are certified by the commonwealth as having successfully completed fire academy training shall receive an annual stipend in the respective amounts:

Fire Academy Certification	\$50.00
Firefighter I Certification	150.00
Fire Instructor Certification	175.00
Firefighter II Certification	200.00
Fire Inspector Certification	225.00
Fire Officer I Certification	250.00
Fire Officer II Certification	300.00

An employee shall be eligible for only one of the above stipends.

To receive a stipend as listed above, certification must be completed, and the Chief notified as such by providing documentation, on or before the January first preceding the fiscal year in which payment for said certification will be made. Payment for such certification will be made on the payroll of the second week of the fiscal year.

**ARTICLE XX
Severability provision**

If any provision of the within agreement or any supplement or amendment thereto is held to be invalid by any Court or tribunal of competent jurisdiction, or if compliance with or enforcement of any such provision should be restrained by any such Court or tribunal, all other provisions of the within Agreement and any supplement or amendment thereto shall remain in full force and effect. In such event, the parties agree to forthwith negotiate a satisfactory substitute for any such provision.

**ARTICLE XXI
Miscellaneous**

Section 1. Union Bulletin board

Space will be provided at the fire station for a bulletin Board of reasonable size, to be supplied by the Union for the Posting of Announcements or other material relating to union business. The location of the bulletin board shall be subject to the approval of the Chief of the Fire Department, which approval shall not be unreasonably withheld.

Section 2. Travel Expenses - Use of Employee Vehicles

Employees who use their own vehicles for travel in performance of their official town duties shall be reimbursed for such use at the rate of twenty-eight (\$0.28) cents per mile, including tolls, upon submission of supporting evidence as the Town Accountant may require. In addition, parking fees may also be reimbursed upon submission of supporting evidence as the said Town Accountant may require.

Section 3. Rights and Privileges

All rights and privileges now enjoyed by members of the Union in the use of the Fire House Premises and appurtenant thereto shall be retained.

Section 4. Employee Injuries

A firefighter so incapacitated for duty because of injury sustained in the performance of his duty shall immediately notify the Chief or such person as the Chief shall designate as to the circumstances of his injury and the extent of his incapacity. Unless physically unable to do so, injured firefighters shall immediately fill out Department issued forms for reporting an on-duty injury. Unless the firefighter is medically unable to report said injury in a timely manner, failure to notify the Chief or his designee within forty-eight (48) hours from the time the injury is discovered or becomes apparent, and/or submit the Department issued forms, will result in disqualification for benefits under this Article. The Town retains the right to place the employee on sick leave until such time as the Town investigates the claim. If an employee has insufficient accrued sick time at the time of the injury, he/she will be advanced sufficient sick leave to continue full pay during the investigation. The advanced sick leave shall be deducted from future accruals. The investigation of a claim for benefits under this article shall not be more than seven (7) calendar days without the agreement of the Union. In the event the town denies the firefighter's claim it will forthwith notify the employee of the denial. If the Town determines that the injury and incapacity complies with the requirements of M.G.L. Ch. 41, § 111F. any sick leave paid during the investigatory period shall be re-credited to the firefighter, and he/she shall be made whole consistent with the requirements of that statute. The Town retains the right to require that the treating physician for an injured firefighter provide information relating to the firefighter's condition, treatment, and prognosis for return to full duty. The parties agree that fire fighters who seek benefits pursuant to M.G.L. Ch. 41 §111F have an obligation to keep the Chief or his designee informed of the status

of the claim for initial or continuing benefits and that firefighters shall use their best efforts to comply with the filing requirements set forth above and to obtain and supply proper medical documentation to the Chief or his designee.

Section 5. Place of Residence

Permanent firefighters shall be required to reside within twenty (20) miles of the limits of the Town as required pursuant to MGL Chapter 41, section 99A.

Section 6. Course Attendance

All permanent employees shall be paid one and one-half (1½) times the employee's regular base rate of pay or time off from duty for attending Firefighting classes or seminars with the Massachusetts Fire Academy or other recognized fire training association provided prior approval for such attendance has been granted by the Fire Chief.

Permanent employees shall be permitted to attend the referenced courses up to a maximum of two (2) firefighters per tour of duty, a maximum of three (3) hours per tour of duty per Firefighter, and a maximum of six (6) firefighters per year. It is expressly provided, however, that with regard to EMT courses only, there shall be no maximum with respect to the total number of firefighters attending per year.

The Town agrees to provide and pay for fill-ins, where applicable (actual time only) during the absence of employees as referenced in the within section.

The aforementioned provisions are not applicable to Fire Science and EMT courses given or presented at the fire station.

Section 7. Educational Requirements

A firefighter appointed after July 1, 1979, shall be required to attend and successfully complete the training program of the Massachusetts Firefighters Academy within eleven (11) months of his appointment. Such requirement shall be a condition of continuing employment. The cost of such schooling, if any shall be paid by the Town of Ashland.

Section 8. Fire Apparatus

No fire department vehicle shall respond to any call with less than two (2) firefighters.

ARTICLE XXII
Insurance

Section 1. Group Insurance Plan

Employees shall be eligible to participate in group health insurance pursuant to an agreement between the Town and the G.L. c. 32B, §§21-23 Public Employee Committee, a copy of which is attached to this Agreement.

ARTICLE XXIII
Non-Discrimination

The Town and the Union agree there shall not be discrimination on account of race, color, religious creed, national origin, sex, gender identity, sexual orientation, genetic information, ancestry, or Union or non-Union activities.

As of July 1992, all provisions of this Agreement must conform to the requirements of the Americans with Disabilities Act. The parties have attempted to assure that no part of this Agreement will result in unlawful discrimination. In keeping with the recommendation of the Report of the House Committee on Education and Labor (Report No. 101-485), the Town shall take any action necessary to comply with the Act, notwithstanding any discriminatory past practice or provision of this Agreement not in compliance with the Act, which, if maintained or enforced, could subject both the Town and the Union to the penalty provisions of the ADA.

ARTICLE XXIV
Health & Safety

Section 1. Standard of Care

The Town agrees to undertake aggressive and affirmative measures regarding safety and health issues to insure highest standards of safety and health in order to limit as much as possible the inherent dangers associated with the fire service.

In enforcing these obligations, the union may request the Town to make changes to existing or negotiate new departmental procedures or rules and regulations. Further, this provision may also apply to any considerations for equipment purchases, uniform standards, training requirements or other matters affecting health or safety.

Section 2. Safety and Health Committee

In order to facilitate the obligations referenced above, the Town agrees to form a safety committee, comprised of two members of the bargaining committee, the Town Manager, the Fire Chief, and an Occupational Health expert chosen by the Town Manager.

The committee shall have the right of access to all information and materials in the control of the department, which are public records for evaluation of health and safety concerns.

This committee shall consider any and all safety concerns in the department and shall participate in the promulgation of safety standards within the department including the development of adequate training programs for bargaining unit employees.

The committee shall make recommendations to the Chief regarding any and all matters affecting the health and safety concerns of its members. In preparing its recommendations, the committee shall be permitted to obtain the advice of experts or authorities in the specific area of concern, who shall be granted the right of access to department records and property in order to investigate and evaluate the committee's concerns.

The Town retains its rights under Article VI (Management Rights) to implement or not implement recommendations of the committee.

Section 3. Training

The Town agrees to provide all employees with training in the many problems inherent in the fire service and in the department including the use and proper maintenance of protective equipment, protective clothing, respiratory apparatus and all other protective devices.

Section 4. Safety Coordinator

A Safety Coordinator shall be assigned and authorized by the Fire Chief as the principal safety coordinator who shall perform the duties and responsibilities specified in N.F.P.A. Standards 1500 and 1521.

The Health and Safety Committee shall develop a job description, method of selection and qualification for the safety coordinator.

Section 5. Communicable Disease

Effective July 1, 2003, if any fire department member becomes incapacitated for duty due to contact with a communicable disease within the Commonwealth of Massachusetts, while on or off duty and performing services that as a member, he or she had been trained and or licensed to provided said service, it shall be presumed that the condition resulting in the incapacitation was contracted while in the line of duty.

Therefore, the member shall be entitled to all benefits conferred for an in-line-of-duty injury. This presumption is subject to rebuttal by credible evidence of non-job related exposure to the communicable disease that incapacitated the member. The provision shall not apply to any member documented not to have taken advantage of any vaccination or immunization services previously made available to such member before this provision becomes effective. The town will require a confirmation that the member is suffering from a communicable disease from a certified doctor of medicine.

No abuse of this policy, or fraudulent claims under this provision will be tolerated. The member will be required to sign an affidavit swearing that,

1. No member of his/her family or household, or anyone with whom he/she had prior contact prior to contracting the communicable disease, to his/her knowledge, was suffering from the communicable disease prior to the time that the member contracted it.
2. The member was not engaged in any illegal activity, which increased his/her exposure to the communicable disease.

A member shall not be denied benefits under this provision if the communicable disease was contracted while performing acts as a Good Samaritan, for which he/she has been trained and licensed, while off duty. Good Samaritan services include, but are not limited to, assisting at an accident, fire, drowning or other emergency situation while not being paid by the town of Ashland within the Commonwealth of Massachusetts.

Members will be entitled to benefits under MGL chapter 41, sec 111F. Communicable Disease shall include, but are not limited to: Meningitis, Childhood Infectious Disease, Herpes Virus, Hepatitis A, Hepatitis B, Hepatitis Non-A/Non-B, Hepatitis C, Rabies, Human Acquired Immunodeficiency Virus, Tuberculosis, Lice, Scabies, SARS, and Smallpox.

ARTICLE XXV

Light duty

Section 1. Work related injury

An employee who is on leave without loss of pay status pursuant to Chapter 41, Section 111F of the Massachusetts General Laws may, at the discretion of the Chief, be required to perform limited duty on either a full time or part time basis, provided the Chief, in the Chief's discretion, determines that there is limited duty available to be performed by such employee and orders such employee to do so. Notwithstanding any provision in this Agreement to the contrary, the chief shall attempt to assign the employee to the employee's regular shift. However, the Chief retains full authority to assign or reassign such employee to any shift or limited duty necessary for the efficient implementation of this section.

Section 2. Non-work-related injury

An employee who is on leave due to a non-work related injury may, at the employee's request, be allowed to perform limited duty on either a full time or part time basis, provided the Chief, in the Chief's discretion, determines that there is limited duty available to be performed by such employee. Notwithstanding any provision in this Agreement to the contrary, the chief shall attempt to assign the employee to the employee's regular shift. However, the Chief retains full authority to assign or reassign such employee to any shift or limited duty necessary for the efficient implementation of this section.

Section 3. Assignments

Light duty assignments shall include any duty to which an employee might otherwise be assigned, consistent with such employee's physical limitations, including, but not limited to, clerical, dispatching, training, investigative assistance, public relations, inspections, station monitoring, or similar duties.

Section 4. Medical certificate

An employee who is requested to, or desires to, return to work under the provisions of sections 1 or 2 above shall first obtain a medical certificate from the employee's physician stating the conditions under which such return to work is allowed. The cost of such medical certificate under section 1 above shall be borne by the town. Under section 2, the medical certificate shall be the responsibility of the employee.

In addition, when an employee returns to work under the provisions of said sections, the employee shall not be considered as part of the duty crew of the shift to which the employee is assigned.

**ARTICLE XXVI
No Smoking Policy**

Upon the execution of this Agreement, in addition to the provisions of MGL Chapter 41, section 101A as it relates to use of tobacco products for new firefighters of the Ashland Fire Department, the following "No Smoking" policy will be in effect for all employees of the bargaining unit:

1. No employee shall smoke or use any tobacco products within the fire stations.
2. No employee shall smoke or use any tobacco products while in or operating an Ashland fire department vehicle.

**ARTICLE XXVII
Evaluation System**

The parties agree to establish a Joint Evaluation Study Committee, composed of four (4) persons, two (2) from the Town to be appointed by the Town Manager, and two (2) from the bargaining unit to be designated by the Union, regarding establishing a formal evaluation system for firefighters, including a written instrument. The Joint Committee will submit its report in six (6) months to the Town and the Union for disposition.

**ARTICLE XXVIII
Payroll**

Section 1. Bi-Weekly Payroll. Effective July 1, 2007, or on such a later date as may be determined by the Town, all employees covered by the terms and conditions of this Collective Bargaining Agreement shall be paid on a bi-weekly basis.

Section 2. Direct Deposit. Effective July 1, 2007, or on such later date as may be determined by the Town, salary payments shall be electronically forwarded by the Town directly to a bank account or accounts selected by the employee for receipt.

ARTICLE XXIX
Duration of Agreement

The within Agreement shall be effective from July 1, 2018 to and including June 30, 2021. On or before November 1, 2020, either party may require the other in writing to negotiate a new contract or agreement. Within a reasonable time after delivery of such notice, the parties shall meet to negotiate a new agreement. In the event that such new agreement has not been executed prior to June 30, 2021, the parties agree to be bound by the terms and provisions of the within Agreement pending completion of negotiations.

IN WITNESS WHEREOF, the parties named herein hereunto set their hands on this, the 15th day of March, 2019.

FOR and on behalf of the TOWN

FOR and on behalf of Local 1893

Dated: _____

Dated: _____