

C# 20180714

**AGREEMENT**

**BETWEEN**

**THE CITY OF SPRINGFIELD**

**AND**

**LOCAL UNION NO. #648 OF THE**

**INTERNATIONAL ASSOCIATION OF**

**FIREFIGHTERS, AFL-CIO**

**EFFECTIVE DATE: JULY 1, 2016**

**TERMINATION DATE: JUNE 30, 2017**

**IAFF LOCAL #648****TABLE OF CONTENTS**

<b>ARTICLE</b>	<b>TITLE</b>	<b>PAGE</b>
1	PREAMBLE AND DEFINITION	1
2	RECOGNITION	3
3	CIVIL SERVICE	3
4	NEW LEGISLATION	4
5	SAVINGS CLAUSE	4
6	PERSONAL LIABILITY FOR EMPLOYEES	5
7	STABILITY OF AGREEMENT	5
8	MANAGEMENT RIGHTS	6
9	NONDISCRIMINATION	6
10	RESIDENCY	7
11	HOURS OF EMPLOYMENT	7
12	SWAPPING TOURS	8
13	MAINTENANCE AND SNOW REMOVAL	10
14	FIRE WATCH DUTY	11
15	UNION DUES AND CHECK OFF	13
16	UNION BUSINESS LEAVE	15
17	BULLETIN BOARDS	18
18	UNION ACTIVITY AND STEWARDS	18
19	COMMUNITY ACTIVITY PROJECTS	19
20	SAFETY AND HEALTH	20
22	STANDING COMMITTEE	21
22	GRIEVANCE PROCEDURE	21
23	MILITARY LEAVE	24
24	SICK LEAVE	25
25	BEREAVEMENT LEAVE	30
26	INSURANCE	31
27	COMPENSATION FOR USE OF PERSONAL VEHICLES	31
28	CLOTHING ALLOWANCE	31
29	VACATION	33
30	HOLIDAY COMPENSATION	38
31	OUT OF GRADE COMPENSATION	39
32	OVERTIME	41
33	INDIVIDUAL AGREEMENT PROHIBITED	43
34	EMPLOYEE FILES	43
35	EXAMINATION TIME	44
36	FUNERAL EXPENSE AND RETIREMENT MEDICAL EXPENSE	45
37	PROTECTION OF WORK OPPORTUNITIES	46
38	SENIORITY	46

39	EMERGENCY LEAVE	47
40	RULES AND REGULATIONS	47
41	VACANCIES	47
42	COMMITTEE MEETINGS AND NOTICES	48
43	EDUCATION INCENTIVE COMPENSATION	49
44	SALARY	53
45	TRANSFER FOR THE CONVENIENCE OF THE EMPLOYER	57
46	LONGEVITY	58
47	MISCELLANEOUS	59
48	INJURED ON DUTY/LIGHT DUTY	60
49	DRUG AND ALCOHOL POLICY	64
50	DURATION AND TERMINATION	70
51	SIGNATURE PAGE	71
	APPENDIX A WORK SCHEDULE	72
	EXHIBIT A GRIEVANCE FORM	73
	EXHIBIT B LETTER OF JAMES E. DOWD, ESQ.	74
	EXHIBIT B-1 WAGE TABLES	75

## ARTICLE 1

### PREAMBLE and DEFINITION

**1.01** In consideration of the mutual agreements herein contained to be performed by each of the parties hereto and all of the terms and provisions hereinafter set forth, this Collective Bargaining Agreement is made and entered into this \_\_\_\_\_ Day of \_\_\_\_\_, 2017, by and between the **CITY of SPRINGFIELD**, hereinafter referred to as the "Employer", acting by and through its authorized representatives, and the **SPRINGFIELD ASSOCIATION of FIRE FIGHTERS**, LOCAL Union No. 648, International Association of Fire Fighters, AFL-CIO, hereinafter referred to as the "Union", acting by and through its authorized representative. The Union enters this Agreement on its own behalf and on behalf of all employees of the bargaining unit hereinafter described. This Agreement has as its stated purposes; the maintenance and promotion of more harmonious relations between the Employer and Union and such Employees of the Employer who fall within the provisions of this Agreement, the establishment of procedures for the resolution of differences, the establishment of a more equitable employment relationship in order that a more progressive and efficient public service may be achieved, and the establishment of rates of pay, hours of work, standards of productivity and performance and other conditions of employment pertaining to those Employees governed by the provisions hereof.

**1.02** As used herein, the following words shall have the meaning delineated below, unless the circumstances or the context in which they appear clearly require that they be given a different meaning:

**CALL BACK** - An Employee shall be deemed to have been called back if at any time after being relieved from duty and at any time before such Employee is next scheduled to go on duty, he shall be called to return to duty by the Commissioner of the Department or by someone acting as Commissioner of the Department or acting on behalf of the Commissioner of the Department and does so return to duty.

**CLERK** - The Principal Clerk-Typist of the Springfield Fire Department.

**COMMISSIONER** - The Commissioner of the Springfield Fire Department.

**DAY TOUR** - The period of duty for Employees working rotating shifts which begins at 0800 and terminates at 1800.

**DEPARTMENT** - The Fire Department of the City of Springfield.

**DUTY DAY** - Any day in which an Employee is required to be on duty regardless of whether such Employee is on a Day Tour, Night Tour or Regular Tour - as those terms are defined herein.

**EMPLOYEES** - All members of the Springfield Fire Department, whether or not Union members, as certified by the Massachusetts Labor Relations Commission in MCR 451, MCR 489 and MCR 731, provided, however, that this Agreement shall not apply to the Commissioner of the Department, any Acting Commissioner, any Deputy Chief or any District Chief or any other Employee who is a part of any other collective bargaining unit as certified by said Commission.

**EMPLOYER** - The City of Springfield.

**FIRE WATCH DUTY** - An assignment of an Employee to duty at the direction of the Employer and upon the request of a third party, which third party is responsible for the payment of additional compensation for completing such assignment.

**GRIEVANCE COMMITTEE** - A Committee formed by the Union for the purposes of hearing and resolving Employee's grievances, all as more fully described in ARTICLE 22 of this Agreement.

**LOCAL** - Local No. 648, International Association of Fire Fighters, AFL-CIO.

**MAYOR** - The Chief Executive Officer of the City of Springfield.

**NEGOTIATION COMMITTEE** - A Committee of five (5) selected by the Union to represent the Union in all negotiations with the Employer and representatives of the Employer relative to the terms of this Agreement, interpretation thereof, and any subsequent agreement.

**NIGHT TOUR** - The period of duty for Employees working rotating shifts which begins at 1800 of one day and terminates at 0800 the day next following.

**OFFICER** - An Employee having a rank of Lieutenant, Fire Repair Supervisor, Fire Prevention Supervisor, Captain, District Chief, Deputy Chief, Commissioner, and Fire Marshall.

**STEWARD** - The authorized representative of the Union whose duties responsibilities, and privileges shall be as set forth in Article 18.

**UNION** - Local No. 648, International Association of Fire Fighters, AFL-CIO.

**WEEKLY RATE OF PAY** - The total compensation payable to an Employee per week as set forth in the compensation schedule which appears as Article 44, Paragraph 44.01 through 44.10 of this Agreement.

**WORKING DAY** - A day in the week when an Employee is scheduled to be on duty for a Day Tour, a Night Tour or a Regular Tour; provided, however, that the working day for Employees who are scheduled for a Night Tour shall be considered to be the day on which such Night Tour commenced.

## **ARTICLE 2 RECOGNITION**

**2.01** The Employer recognizes the Union as the sole and exclusive bargaining agent under the provisions of Massachusetts General Laws, Chapter 150E, and any successor legislation for the purpose of establishing salaries, hours, standards of productivity and performance and other conditions of employment for all Employees.

**2.02** Legislative authority for the Agreement herein set forth is to be found in Massachusetts General Laws, Chapter 150E, enacted as Chapter 1078 of the Acts of 1973, as heretofore amended.

## **ARTICLE 3 CIVIL SERVICE**

**3.01** The Employer and the Union shall recognize and adhere to all Civil Service Laws, Rules and Regulations relative to seniority, promotions, demotions, transfers, discharges, removals, suspensions, modifications in and abolition of Employee positions. The Employer agrees that the Union may, in its discretion, and upon request of the Employee, choose to represent any Employee in connection with any process provided for herein.

**3.02** The Employer and the Union agree, anything to the contrary notwithstanding herein, that if, as a result of the Commissioner's written response at

the Step of the Grievance procedure appearing in 22.02 hereof, to a grievance submitted under the terms of Section 22.01 of the grievance procedure incorporated herein as Article 22, the grievance remains unresolved, and if the grievance involves the suspension, discharge, removal or termination of an Employee who has completed the required probationary period, the grievance may be appealed either to any procedure provided under c. 31 of the General Laws or the grievance /arbitration procedure under Art. 22. If appealed to any procedure other than Section 22.03 of Article 22 of the Agreement, the grievance is not subject to the arbitration procedure as provided in Section 22.03 of Article 22. The aggrieved Employee shall indicate in writing which procedure is to be utilized, whether that provided in Section 22.03 or another appeal procedure, and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved Employee from making a subsequent appeal through Section 22.03.

#### **ARTICLE 4**

#### **NEW LEGISLATION**

**4.01** The Employer and the Union agree that if, during the term of this Agreement, any mandatory statute of the Commonwealth of Massachusetts becomes effective, such statute shall be in full force and effect insofar as this Agreement is concerned as of its effective date. The parties further agree that, should any permissive legislation be enacted or become effective during the term hereof, which will, upon acceptance by the Mayor, or by the City Council and the Mayor, affect any of the terms of this Agreement, negotiations will commence within ten (10) days after receipt of written notice to or from either the Employer or the Union as to such terms of the Agreement as will be affected upon the permissive statute becoming effective.

#### **ARTICLE 5**

#### **SAVINGS CLAUSE**

**5.01** All job benefits not covered by this Agreement and heretofore enjoyed by Employees will continue under the conditions upon which they have previously been granted. This Agreement shall not be construed to deprive Employees of any benefits

or protections granted by Laws of the Commonwealth of Massachusetts provided, however, that wherein a conflict exists as between this Agreement and any statute of the General Laws of the Commonwealth appertaining to domicile, and/or residence including without limiting the foregoing generality, General Laws, c.31, Section 58 and c.48, Section 58E, the terms of this Agreement shall prevail and control.

**5.02** The Employer agrees that no task force similar to that which was in effect at the Sixteen Acres Station involving Truck 12 and Pumper, will take effect during the term of this Agreement.

## **ARTICLE 6**

### **PERSONAL LIABILITY OF EMPLOYEES**

**6.01** To the extent permitted by law, the Employer agrees to hold any and all Employees harmless from any and all suits, demands, loss, cost, and expense, including reasonable attorney fees, on account or in connection with any injury, loss or damage to any person or property arising out of and within the scope of their employment unless it shall be established that willful and wanton conduct is associated with the act giving rise to such injury, loss or damage.

## **ARTICLE 7**

### **STABILITY OF AGREEMENT and MERGER**

**7.01** No agreement, understanding or alteration of the terms or provisions of this Agreement shall bind the parties hereto unless made and mutually executed in writing by the parties hereto.

**7.02** The Failure of the Employer or the Union to insist upon performance of the terms or conditions of this Agreement, in any one or more instance, shall not be considered a waiver or relinquishment of the right of the Employer, or of the Union, to future performance of any such term or condition and the obligations of the Union and the Employer regarding future performance shall continue in full force and effect.

**7.03** This Agreement constitutes the full and complete understanding of the



parties hereto until and including **June 30, 2017** and any renewal term, and, except as otherwise provided herein, all matters and issues concerning the hours, wages, standards of productivity and performance and other conditions of employment between the City of Springfield and the Employees governed by the terms hereof are, and shall be governed exclusively by and limited to the terms and provisions of this Agreement, it being understood and agreed that during the course of the negotiations preceding the execution of this Agreement all matters and issues of interest to the parties here been fully considered, negotiated and are set forth herein.

**ARTICLE 8**  
**MANAGEMENT RIGHTS**

**8.01** It is recognized that, except as this Agreement may otherwise provide, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the City in all of its various aspects, including but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services of its Fire Department, to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer Employees; to determine whether services should be purchased; to hire, promote, demote, suspend, discipline or discharge Employees for just cause or other legitimate reason; to make and enforce reasonable rules and regulations; and to change or eliminate existing methods, equipment or facilities.

**ARTICLE 9**  
**NONDISCRIMINATION**

**9.01** Subject to the provisions of this Agreement, the Employer and the Union agree not to discriminate in any way against Employees covered by this Agreement on account of membership or non-membership in the Union, or on account of any lawful union activity, or on account of race, religion, creed, domicile, color, sex, national origin, ancestry, age, disability, genetics, sexual orientation, or military status.

**9.02** The Union agrees to cooperate with and affirmatively encourage

compliance with the Employer's Affirmative Action Program.

## **ARTICLE 10**

### **RESIDENCY**

**10.01** No member of the bargaining unit for which Local 648 is the duly authorized and exclusive bargaining agent shall, if his employment predates August 20, 1979, and for as long as his employment continues uninterrupted, except for involuntary separation, termination or break in active service caused by lack of work, lack of money or abolition of position, be required to maintain his place of residence at a distance of ten (10) miles, measured in a straight line from the City of Springfield.

**10.02** Subject to the provisions of the General Laws Chapter 31, Section 58, all members of the bargaining unit originally hired subsequent to August 20, 1979, shall be subject to whatever residency requirement the City may impose upon its employees generally.

**10.03** The parties agree during the term of this Agreement the issue of Residency will be the subject of joint labor management committee.

## **ARTICLE 11**

### **HOURS OF EMPLOYMENT**

**11.01** The present forty-two (42) hour work week, by schedule and number of hours of work per tour and per week, for Employees assigned to fire fighting duty, as set forth in Appendix A attached hereto and incorporated herein, shall remain in effect for the duration of this Agreement.

**11.02** The Day Tour shall continue to consist of ten (10) hours and shall commence at 0800 and expire at 1800. The Night Tour shall continue to consist of fourteen (14) hours and shall commence at 1800 and shall expire at 0800 on the day next succeeding.

**11.03** The regular work week for members of the Fire Prevention Bureau, the

Fire Repair Division and the Training Division shall be thirty-seven and one-half (37½) hours per week for the duration of the Agreement.

**11.04** In recognition that the function of the Fire Service is to protect the life, health, safety, and property of the public and that the responsibility of seeing that such function is performed as imposed by law on the Fire Commissioner, the City reserves the right to temporarily alter the work schedule of members of the bargaining unit when and only so long as public emergency and necessity require such a change.

## **ARTICLE 12 SWAPPING OF TOURS**

**12.01** Employees of the Department may exchange time with other Employees of the Department under the following conditions:

(1) From the date of the Decision & Award in JLMC-14-3657F going forward employees may request exchanges of time; however, an exchange must be repaid within nine (9) months of the date of the exchange. Any employee who fails to repay an exchange within nine (9) months of the date of that exchange will not be permitted to request any exchanges of time until all delinquent exchanges have been repaid. Furthermore, an employee may not carry more than six (6) unrepaid exchanges at any time and will not be permitted to request further exchanges of time until his/her unrepaid balance goes below six (6).

(2) Employees may exchange time only with Employees of their assigned Company or, if none being available, with other Employees of their assigned station, except in unusual circumstances, or if time is owed as the result of a previous exchange.

(3) Application for an exchange of time shall be made only on forms provided for this purpose. The form shall include the date by which the exchange must be repaid.

(4) Employees may exchange time only for good and sufficient reason; however, requests shall not be unreasonably refused.

(5) Employees may exchange time for a maximum of two (2) consecutive tours of duty with the approval of the Company Officer and the Deputy or District Chief in

Command.

**(6)** Exchange of time for more than two (2) consecutive tours shall be applied for as set forth in (3) above, except that such exchange shall not be granted unless approved by the Fire Commissioner or, in his absence, a Deputy Chief.

**(7) a.** Employees requesting exchange of time are advised that a member originally assigned to work the tour is the member ultimately responsible for seeing that the tour is properly covered by his substitute. If for any reason, including illness, injury or disease and whether job-related or not, the tour is not worked by the substitute, it will be the member who was originally assigned to work the tour who will be docked. Therefore, members are encouraged to have an alternate substitute available who will be able to cover the tour in the event the designated substitute is not available for any reason so as to avoid the potential docking of his pay which will automatically be imposed as the only discipline taken against the member who has arranged for and had a swap approved. Members may designate the alternate when submitting the form for approval.

**b.** Designated substitutes will continue to sign the form as has been done in the past and thereby agree to accept responsibility for working the tour in the place of the person regularly assigned to work. If for any reason, the substitute is unable to work the tour which he has agreed to work by signing the form, he is to take immediate steps to formally notify the District Chief on duty in the district in which he is scheduled to work as such designated substitute of that fact and also make every effort to contact the member for whom he is substituting and alert that member that he will be unable to work the tour he has agreed to work. He shall also make effort to assist in arranging for another substitute to take his place.

**c.** Company Captains shall keep a record of all approved exchanges of time requested by the members of their respective companies and a copy of this report shall be submitted to the Commissioner; through channels, in January of each year, which shall cover exchanges of time authorized in the previous calendar year. Upon receipt, the Commissioner shall submit a copy of said report to the Union President.

**ARTICLE 13**  
**MAINTENANCE and SNOW REMOVAL**

**13.01** All members of the fire fighting force of the Department shall perform all fire fighting duties required of them by their Superior Officer. Except in case of an emergency impairing the ability of the Department to perform its primary function, members of the fire fighting force shall not be required to perform carpentry, painting, electrical, plumbing or roofing duties or any duties normally performed by tradesmen. Normal house cleaning and day to day maintenance is required of all employees.

**13.02** The City shall make provisions (and so request in writing to the Department of Public Works of the City, and furnish to the President of the Union a copy of such written request) to have the ramps in front of the stations and any employee parking areas plowed promptly when any snowfall is of such depth as to warrant motorized snowplowing equipment being utilized to clear the streets of the City. For the purposes of this ARTICLE, the word "ramps" refers to that part of each station immediately in front of the doors where the fire apparatus exit the station to gain access to the public streets. Manual shoveling of snow at crosswalks, sidewalks, hydrants and foot walks incidental to the grounds of each such station shall continue to be performed by members of the unit as normal maintenance tasks. The clearing of the ramp after vehicular snowplowing will be done manually by members of the unit.

**13.03** In the event of a particular public emergency brought about by a snow storm of severe proportion, or the unavailability of snow clearing equipment due to a strike, withholding of services, or so-called slow-down or job action, members of the unit, under such circumstances, may be required to clear snow from the ramps when the failure to do otherwise would curtail or impair the capacity of the fire apparatus to respond to any calls.

**ARTICLE 14**

## **FIRE WATCH DUTY**

**14.01** The provisions of this ARTICLE shall govern the assignment of Fire Watch Duty to the Employees covered by this Agreement, when such work is to be paid for by another City Department or by an outside individual group, corporation or organization.

**a.** Each assignment shall be made by the Commissioner or his designated representative to off-duty Firefighters and shall be distributed amongst the Employees who volunteer therefore as equitably as possible giving preference among such volunteers according to seniority without regard to rank. The Commissioner shall cause a record of all such assignments to be maintained which may be examined by a representative of the Union at reasonable times and upon reasonable notice.

**b.** All Employees covered by this assignment shall comply with the orders of Superior Officers while performing such Fire Watch Duty.

**c.** All Employees performing such outside duty shall be guaranteed a minimum of four (4) hours work at the applicable rate. For work in excess of four (4) hours, Employees shall be compensated to the next full hour.

**d.** The City and Local 648 agree that the following rates of compensation for Fire Watch Duty shall be paid to members of Local 648 who perform Fire Watch Duty.

(1) Rates for Fire Watch Duty, except as provided below, shall be one and one half of the hourly rate of the highest step of pay for classification 2320 as identified in Article 44 of this Agreement. The determination of said hourly rate shall be based on the Weekly Rate of pay as defined in Paragraph 1.02 of Article 1, Preamble and Definition and includes the appropriate night differential of said classification 2320.

(2) Rates for holidays and New Year's Eve and Christmas Eve shall be double the hourly rate of the highest step of pay for classification 2320 as identified in Article 44 of this Agreement. The determination of said hourly rate shall be based on the Weekly Rate of Pay as defined in Paragraph 1.02 of Article 1, Preamble and Definition

and includes the appropriate night differential of said classification 2320.

(3) In the event that a Fire Watch Duty detail extends beyond eight (8) hours, the hourly rate after the eight consecutive hours shall be double the applicable rate, classification 2320 as defined above.

(4) An Employee assigned to Fire Watch Duty shall be notified of the cancellation of a Fire Watch Duty detail at least four (4) hours before its scheduled commencement time; otherwise he shall be entitled to a minimum of four (4) hours pay at the applicable rate, as defined in subsection 1 and 2.

**14.02** Subject to the provisions of the letter agreement dated August 16, 1979, effective January 1, 1980, for any function scheduled and held in any building or on property within the city limits of the City of Springfield which requires a license under the provisions of Section 22B of Chapter 271 of the General Laws, the City, to the extent it is lawful to do so, shall condition any issuance of such license upon the requirement of the presence of one or more members of the bargaining unit represented by Local 648 when the anticipated attendance, as indicated by the entity sponsoring such function, or anticipated attendance set forth on any application filed pursuant to said statute, is expected to exceed fifty (50) persons, and will take all necessary action to enforce such condition. Employees working pursuant to the provisions of this Paragraph 14.02 shall be subject to all of the terms and conditions of the ARTICLE 14 while so working and it shall be the responsibility of the sponsoring individual or entity to make payment to such employees who are so hired. Employees so working shall be compensated in accordance with the applicable provisions of Paragraph 14.01 (d) hereof.

**14.03** Once any Employee has accepted and performed or refused to accept Fire Watch Duty, his name shall not be called again for such Fire Watch Duty until such time as all other Employees have had one (1) opportunity to accept a Fire Watch Duty.

**14.04** Any Employee required by the Commissioner or his designee to perform

duties for the Department not of an emergency nature during any time such Employee is not otherwise scheduled to be on duty, including court appearances as a Department Employee, shall be paid by the Employer at one and one-half times his regular rate of pay for time spent, but in no event shall he be paid for less than four (4) hours at said rate.

**ARTICLE 15**  
**UNION DUES and CHECKOFF**

**15.01** Upon receipt of a form duly executed by an Employee and acceptable in form to the City Treasurer, the Employer agrees to deduct from the wages of any Employee who is a member of the Union all union membership dues required of Union Employees. Such deductions shall be made each week in each calendar year. The Employer's responsibility for so deducting shall be limited to the terms of the Authorization Card.

**15.02** The written authorization for such Union dues deduction shall remain in full force and effect during the period of this Agreement and may be revoked only upon sixty (60) days' written notice from the Employee to the Employer and to the Union. The Union agrees to submit to the Employer the authorization and certification that such fees are in accordance with the Constitution and By-Laws of the Union.

**15.03** The employer agrees to provide the aforesaid wage deduction service without charge to the Union.

**15.04** All monies deducted from the wages of Union Employees shall be remitted monthly to Treasurer of the Union.

**15.05** The proper form authorizing deduction of Union dues appears below in Paragraph 15.06 hereof.

**15.06** Agency Service Fee



In accordance with Chapter 1078 of the Acts of 1973 (M.G.L.A. c. 150, section 12), and rules and regulations promulgated by the Labor Relations Commission, effective thirty (30) days after the signing date of this Agreement, it shall be a condition of employment that all employees in the bargaining unit who are not members of the Union and who have been employed for thirty (30) days or more, shall pay to the Union an Agency Service Fee.

Such fee shall be paid weekly commensurate with the periodic dues charged by Local 648 to its members.

The Union agrees to refund to the City any amount paid to it in error on account of the check-off and agency fee provision upon presentation of proper evidence thereof.

The Union certifies that this Collective Bargaining Agreement is formally executed pursuant to a vote of a majority of all Employees in the bargaining unit present and voting.

**AUTHORIZATION FOR UNION DUES/AGENCY  
SERVICE FEE DEDUCTION**

**BY:** \_\_\_\_\_  
(Name of Employee)

**TO:** \_\_\_\_\_  
(Name of City of Springfield Department)

EFFECTIVE \_\_\_\_\_, I hereby authorize the City of Springfield to deduct from my wages the current periodic Union Dues/Agency Service Fee of Local 648 and to transmit this amount to the Treasurer of Local 648 of the International Association of Fire Fighters, AFL-CIO.

I understand that this authorization is voluntary and that I may revoke this authorization by giving notice to the City with a copy to the Treasurer of the Union; it being further understood that such failure by me to pay said fee may result in termination of my employment with the City of Springfield.

*Employee Signature*

**15.07** The City reserves the right to discontinue the withholding of dues as set forth in Paragraph 15.01 and of the Agency Service Fee as set forth in Paragraph 15.06 in the event that a violation of M.G.L.A. c. 150E, section 9A takes place. Such discontinuance may be invoked forthwith upon breach of such M.G.L.A. c. 150E, Section 9A and will not be re-implemented until the parties meet and mutually agree to the implementation of such paragraphs.

**ARTICLE 16**  
**UNION BUSINESS LEAVE**

**16.01** Such Employees as may be elected or designated as delegates to represent the Union, shall be granted leave, with no loss of pay, under the following terms and conditions, and only for the purpose of permitting travel to, attendance at, and return from the conventions and conferences specified below and scheduled during the term of this Agreement.

**(a)** The only conventions and conferences covered by this Clause are those hereinafter listed, and only the number of Employees listed below may receive the benefits of this Clause and only for the time period enumerated below:

**1.** The International Association of Fire Fighters, AFL-CIO Convention (held every even numbered year). Allowance of three (3) men for the period Sunday (0800) through Saturday (1800), inclusive.

**2.** The Professional Fire Fighters of Massachusetts Convention (held every odd-numbered year). Allowance of ten (10) men for the period of Sunday (1800) through Friday (1800), inclusive.

3. The Professional Fire Fighters of Massachusetts Conference (held every even-numbered year). Allowance if ten (10) men for one day.

4. The Union's President and its Secretary-Treasurer only, shall, additionally, be granted tours of duty off without loss of compensation in order to permit them, or either of them, to attend regular meetings of Local 648 and not more than two (2) special meetings of said Local in any calendar year and to attend regular meetings and not more than two (2) special meetings of the Professional Fire Fighters of Massachusetts. The aggregate amount of compensated time off permitted to such Union officers under this Section (4) shall not exceed, for any one calendar year, two hundred and forty (240) hours.

5. Any member of Local 648 who is presently holding office in the Professional Fire Fighters of Massachusetts or the International Association of Fire Fighters shall be granted tours of duty off without loss of compensation in order to permit them to attend any regular meetings of said organization or any special session, not exceeding two (2) special meetings in one (1) calendar year. The aggregate amount of compensated time off permitted to such Association officers under this Section (5) shall not exceed, for any one (1) calendar year, two hundred and forty (240) hours.

(a) Any member of Local 648 who is an elected officer of the Professional Fire Fighters of Massachusetts shall be granted leave without loss of pay or benefits in order to permit them to perform their responsibilities in said organization. If more than two (2) bargaining unit members are elected officers to said organization, then the benefits of this clause (5a) will be restricted to two (2) members - regardless of the number of elected officers in such organization.

(b) The Union shall be responsible for submission of a list of Employees selected and scheduled to attend each of the above mentioned conventions and conferences and shall give reasonable written notice of the selection and scheduling to the Commissioner of the Department, such notice to be submitted not less than seven days prior to the first scheduled date of absence of the Employees concerned. The Commissioner, or his designee, shall give written notice of approval or disapproval or

request a meeting to resolve differences with the Grievance Committee of the Union within three (3) days of receipt of said notice. If more than three (3) Employees from one (1) company, in the same group are elected to attend a particular conference or convention, the Union will assist the Commissioner in adjusting departmental strength to meet the absences with the affected company.

**(c)** All Employees so elected or designated shall be considered to be on duty while traveling directly to or from any such conferences, conventions or meetings as authorized above and while in actual attendance at meetings of Local 648 held within the City of Springfield or at meetings provided for under Paragraph (d) immediately below and, as such, entitled to all benefits of this agreement while so engaged, including, but not limited to, salary, holiday pay and rotating shift differential, all as if they, and any one or more of them, had actually been on duty for the time so engaged if they were so scheduled for duty at such time or for any of the time so engaged.

**(d)** Employees named to any of the Committees provided for in this Agreement shall, if on duty at times set for such meetings, be granted time off without loss of compensation to attend meetings of such committees when meetings are to be held with representatives of the Employer.

**(e)** Any Employee, at the sole discretion of the Commissioner, may be granted a leave of absence without pay but without loss of eligibility for insurance coverage under the group plan and without suspension of seniority accumulation upon his request to the Fire Commissioner if the reason stated in such request is to enable such Employees to serve on a full-time basis with any labor organization with which the Union is affiliated. Such leave shall be available only to one (1) Employee at any one time and shall not be for a period of more than one (1) year; provided that the Commissioner, in his sole discretion, may grant an extension or extensions to such leave.

**ARTICLE 17**  
**BULLETIN BOARDS**

**17.01** The City agrees to provide reasonable space at each Fire Station and at Headquarters for a Union bulletin board, to be used by the Union for the following notices and purposes:

- a. Union meetings.
- b. Union and Private's Club elections
- c. Rulings or policies of the International Union or State Association.
- d. Reports of Union Committees
- e. Recreational and Social Affairs of the Union or the Private's Club
- f. Union Business.

**17.02** The Union agrees that there shall be no other general distribution or posting by the Union or Employees upon City property, provided, however, that the Commissioner may permit other material not provided for above to be posted or distributed. The material posted shall not contain anything political or anything adversely reflecting upon the City, any of its employees or any other labor organization of City employees. The City reserves the right to remove any material determined by the Commissioner, after consultation with the Union President or his nominee, not to comply with the provisions in this ARTICLE.

**ARTICLE 18**  
**UNION ACTIVITY and STEWARDS**

**18.01** Nothing in this Agreement shall abridge the right of any duly authorized representative of the Union to present the views of the Union on issues which affect the welfare of its members. Any such presentation may be oral, written, published or unpublished.

**18.02** Except as herein otherwise specifically set forth, Department matters and business will be processed through regular channels as heretofore established and continued.

**18.03** The Employer agrees to deal with the authorized representatives of the

Union with respect to all matters involving the administration of this Agreement. To the extent provided in this ARTICLE and in ARTICLE 22, GRIEVANCE PROCEDURE, the Employer will deal with accredited Stewards of the Union.

**18.04** The Union shall furnish the Employer a written list of names of its Stewards and other authorized representatives, and shall promptly notify the Employer of any changes in the identity of such Stewards or authorized representatives.

**18.05** The Union shall be entitled to have one (1) Union Steward for each fire station except that for those fire stations that have three or more companies two (2) stewards, , One (1) Union Steward for the Repair Department, and one (1) Union Steward for Fire Prevention.

**18.06** Stewards may, upon request to the Company Officer in charge and on duty, be granted reasonable time during the working hours for investigation and settlement of Grievances.

**18.07** Stewards who are assigned to stations or Fire Prevention shall not be transferred without prior notification of six (6) days to the Union President or the person designated by the Union to be the recipient of any such notices. The Commissioner shall consult with the Union President prior to the giving of such notices referred to in the preceding sentence. Such consultation is in no way to be construed as a waiver of the Commissioner's authority to assign personnel nor is such consultation to be construed as requiring the Union's approval of any such reassignment.

## **ARTICLE 19**

### **COMMUNITY ACTIVITY PROJECTS**

**19.01** Whenever any charitable or civic organization or any other organization seeks the assistance of Employees in any activity or promotion sponsored by such organization, a committee, composed of four (4) persons, two (2) persons designated by

the Commissioner and two (2) persons designated by the Union will meet and jointly determine what, if any, assistance will be provided for such activity or promotion.

## **ARTICLE 20**

### **SAFETY AND HEALTH**

**20.01** The Employer, the Union and all Employees shall cooperate in all matters of safety, health and sanitation.

**20.02** In furtherance of Section 20.01, a Committee known as the Safety and Health Committee, and composed of no more than two (2) Employees appointed by the Union and two (2) appointees of the Fire Commissioner shall be appointed. The Committee shall select its own chairman and shall meet at least once every three (3) months in March, June, September and December, for the purposes of discussing problems related to safety, health and sanitation within the Department, including without limitation the foregoing generality, the submitting of safety recommendations; provided further it being understood and agreed by the parties to this Agreement that such recommendations as said Committee shall submit shall be advisory only, non-binding on the Employer, and of no legal force and effect unless approved by the Employer. Upon approval by the Employer of such recommendations as may be submitted by said Committee, both parties to this contract agree to institute enforcement of such approved recommendations at such time, as in the sole discretion of the Employer implementation can commence. The Commissioner shall advise the Union in writing within thirty (30) calendar days with respect to such written recommendations as may have previously been brought to him or them by the Safety and Health Committee of the Union. Nothing in this Article shall be construed to prevent members of the Safety and Health Committee from meeting on a more frequent basis.

**20.03** Nothing contained in this Article shall limit or shall be construed so as to limit the matters which are properly subject to Grievance Procedures set forth in ARTICLE 22 of this Agreement, and grievances related to safety, health and sanitation

may be presented in accordance with such Grievance Procedures.

**20.04** Nothing contained in this Article shall limit the Employer from performing its regular and ordinary management functions in the area of health, safety and sanitation.

## **ARTICLE 21 STANDING COMMITTEE**

**21.01** The Union shall designate a Standing Committee of three (3) Employees whose rates and conditions of employment are covered by this Agreement, said Committee shall meet with the Mayor, or his designated representative, or the Commissioner or his designee, from time to time at the request of either party to discuss problems and matters of mutual concern to the Employer and the Employees. Such meetings shall be held at the convenience of all parties. Meetings will be held within ten (10) days from the date upon which such request is received. This clause is not to be considered part of the Grievance Procedure hereinafter described.

## **ARTICLE 22 GRIEVANCE PROCEDURE**

**22.01 a.** An Employee may file a grievance in the event of any dispute concerning solely the interpretation of application of this Agreement. Such Employee shall make a signed statement, which contains all the essential details of said grievance, on a form mutually approved by the Employer and the Union. (A copy of which is attached as Exhibit "A" and incorporated herein).

Within twelve (12) calendar days after the occurrence of any grievance or twelve (12) calendar days after the date of the first knowledge of its occurrence by any Employee affected by it, whichever is later, the grievant shall submit said statement of the grievance to his Station Steward with a copy thereof to the Secretary-Treasurer of the Union, the City Labor Relations Department, and the Commissioner of the Department. The Commissioner of the department shall, within seventy-two (72)



hours after receipt of said grievance, designate a representative.

Within seven (7) calendar days after receiving the statement of the grievance, the Station Steward shall meet with such designated representative. The aggrieved Employee shall be present at such meeting. The representative and the Station Steward shall attempt to resolve the grievance promptly and in an equitable manner, bearing in mind that the best interests of the department must be protected. In the event that the grievance is settled, notices of the settlement of the grievance shall be signed by the aggrieved Employee, the representative and by the Station Steward and shall be forwarded to the Commissioner of the department and to the Secretary Treasurer of the Union.

**22.01 b.** If the grievance is not presented or processed within the time limits prescribed in this Article by the grievant or the Local, said grievance shall be deemed to have been waived.

**22.02** If, within five (5) calendar days from the date of the meeting provided in Paragraph 22.01, the grievance has not been resolved, the representative shall submit the statement of grievance and written report of his findings to the Commissioner of the department with a copy thereof to the Secretary-Treasurer of the Union. The Secretary-Treasurer shall forward the statement and report forthwith to the Grievance Committee of the Union. Within ten (10) calendar days from the receipt of the statement or grievance and the report of the representative, the Commissioner of the department's designee shall meet with the Grievance Committee of the Union and the aggrieved Employee and shall attempt to resolve the grievance to the satisfaction of the aggrieved Employee.

**22.03** If within ten (10) calendar days from the date of the meeting described in Section 22.02, immediately above, a resolution satisfactory to the aggrieved Employee has not been attained, the Commissioner's designee shall submit a written report of findings and recommended disposition of the grievance to the Fire Commissioner who shall take up the matter and reach a decision within fifteen (15) calendar days after receiving such report and shall notify the aggrieved Employee of such decision in

writing forthwith, with a copy of such decision sent to the Grievance Committee of the Union.

**22.04** Subject to Section 3.02 (Civil Service) following receipt of the decision of the Fire Commissioner, either the aggrieved Employee of the Union may, if it so elects, within thirty (30) days from receipt of the decision, submit the grievance to arbitration. Notice of intent to submit to arbitration must be forwarded to the of Fire Commissioner within said thirty (30) days and delivery in hand or by mail, postage prepaid, to the Fire Commissioner's office shall be deemed appropriate notice under this section.

**(a)** The Grievance Committee of the Union and the Employer shall mutually agree upon the arbitrator to handle the grievance and, in the event no such arrangement shall be forthcoming within ten (10) days of the time of the submission of the Grievance, the parties shall request the American Arbitration Association to provide a panel of arbitrators from which a selection of an arbitrator agreeable to the parties shall be made. The expenses for arbitration shall be the equal responsibility of the Union and the Employer.

**(b)** An arbitrator hereunder shall be without power to alter, amend, add to or detract from any language of this Agreement. The arbitrator's award shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions.

**22.05** Subject to Paragraph 22.01, the Grievance Committee of the Union may, if it deems it necessary or desirable, on its own motion, file a written statement of grievances pertaining to any matters related to the Employee-Employer relationship, including, but not limited to, discriminatory practices and matters related to health, safety or other terms and conditions of employment. Submission of grievances originated by Grievance Committee shall be initially filed as set forth in 22.02, above.

**22.06** Nothing in this ARTICLE 22 shall be construed so as to conflict with any rights of Employees under applicable Civil Service Laws or Regulations nor shall any matter which is subject to the exclusive jurisdiction of the State Civil Service

Commission or any retirement board be subject to the grievance or arbitration procedures set forth herein.

**22.07** Any incident which occurred or failed to occur prior to the signing of this Agreement shall not be the subject of any grievance hereunder, except for any grievance properly processed or in process under the terms of a prior agreement.

**22.08** Two or more separate grievances otherwise subject to this Agreement, which involve the same or similar matters or questions and which affect a group or class of Employees may, by mutual agreement between the Fire Commissioner and the Union, be consolidated at any step of the grievance procedure and thereafter processed as a single grievance; provided, however, that all procedures set forth herein shall apply to each consolidated grievance.

**22.09** No disciplinary or grievance hearings involving members of the bargaining unit shall be conducted between the hours of 0001 and 0800 on any one day. A hearing may be extended beyond the time limit listed above upon mutual agreement of both parties. Termination of the extension period will be possible upon request of either party. The rescheduled hearing continuation shall be within a reasonable time limit.

**22.10** If the Employer fails to respond within any of the prescribed time limits, the Union at its sole discretion and option, shall have the right to move the grievance to the next step.

## **ARTICLE 23**

### **MILITARY LEAVE**

**23.01** Employees shall be entitled during actual service as a member of the reserve component of the Reserve Armed Forces of the United States or in the National Guard of the Commonwealth of Massachusetts, to receive full pay and benefits from the Employer while so serving for any period during any calendar year not in excess of seventeen (17) days.

**23.02** Military leave under this Section shall not be counted as vacation, sick leave, bereavement leave or leave provided for in Section 16.01(d) of ARTICLE 16.

**ARTICLE 24**  
**SICK LEAVE**

**24.01** Effective January 1st, 2001 One hundred and eighty (180) hours of sick leave shall be credited to the account of each Employee on each succeeding January 1 that the Employee is in a pay status provided, however, if an Employee is suspended or granted an unpaid leave of absence, in either case, for a period in excess of fifteen (15) consecutive tours, the duration of the suspension or unpaid leave, measured in calendar days, shall be the numerator of a fraction, the denominator of which shall be 360 and said fraction shall be multiplied by 180 in order to determine and establish the number of sick leave hours to be deducted from those to be credited to such Employee as of January 1 of the calendar year next succeeding the year in which such suspension or leave of absence commenced.

**24.02** Any employee who is absent from a scheduled tour of duty as a result of illness or injury not incurred in the line of duty shall have charged against his sick leave account the exact number of full hours of scheduled duty which he has missed as a result of illness or injury.

**24.03** Any Employee who is absent for a part of a scheduled tour of duty due to illness or injury not incurred in the line of duty shall be charged for the number of full hours remaining in the tour of duty in which the absence occurred.

**24.04** Upon written request the Union agrees to offer reasonable cooperation with the City in determining whether or not any claimed illness or injury of any Employee is of a bona fide nature. The parties agree that sick leave is to be used for authorized purposes only. The parties further agree that the use of sick leave for an unauthorized reason is inappropriate and may result in the imposition of discipline, subject to the provisions of M.G.L. Chapter 31 and/or this Agreement. The parties

agree to use their best efforts to limit the utilization of sick leave to the foregoing.

**24.05** Members will be subject to the rules and regulations of the Department as set forth in the publication thereof.

A member whose attendance at work falls below the departmental norm may be subject to the following monitoring process in the event he/she is on paid disability status:

1. He will be subject to visits at his home or place of residence during convalescence as frequently as deemed necessary.
2. Limitations of his personal activities i.e., working (whether for compensation or otherwise), athletic activities (e.g., softball, skiing, skating, golf, etc.) social activities or academic pursuits so long as and with the provision that the Commissioner has a reasonable factual basis to deem it for the Employee as well as the department's best interest.
3. Effective January 1, 1989, during the month of January of each calendar year, the Commissioner of the Department and the President and one (1) other Officer of Local 648 will meet and set the Departmental norm which will subject members of Local 648 to home visits. No member of Local 648 will be subject to home visits until said norm is determined and exceeded by the member.
4. The Departmental norm will be set by the sick leave usage in the immediately preceding calendar year.
5. The parties agree that during the term of this agreement the issue of Sick Leave Visits will be the subject of joint labor management committee.

**24.06** The Fire Commissioner may in his/her sole discretion, advance sick leave credits on behalf of any one or more Employees in order to avoid deprivation of compensation to an Employee while he is on sick leave.

**24.07** Sick leave shall be cumulative without limit.

**24.08** Written notice of the status of the sick leave account of each Employee shall be provided to each Employee annually or upon written request of the Employee. The City may satisfy the requirements of this Section by providing the Employee with such status as a part of its data processing system and including said information on his payroll.

**24.09** All Employees who have actually worked for the Department for at least twelve (12) months and who have the minimum number of accumulated sick leave hours (**750**) shall be eligible to participate in a productivity and attendance incentive program subject to the following terms and conditions:

Eligibility Bracket Based on Threshold Hours as of December <u>31<sup>st</sup></u> of each year	Annual <u>Monetary Incentive</u>
(A) 750 to 1499 sick leave hours	\$258.00
(B) 1500 to 2,249 sick leave hours	\$373.00
(C) 2,250 to 2,999 sick leave hours	\$488.00
(D) 3,000 or more hours	\$631.00

**Effective July 1, 2001:**

Eligibility Bracket Based on Threshold Hours as of December <u>31<sup>st</sup></u> of each year	Annual <u>Monetary Incentive</u>
(A) 750 to 1499 sick leave hours	\$285.00
(B) 1500 to 2,249 sick leave hours	\$415.00
(C) 2,250 to 2,999 sick leave hours	\$540.00
(D) 3,000 or more hours	\$700.00

The Measuring period, as used in the table immediately above, shall be the 12 calendar months beginning 8:00 am January 1 of each year and ending 7:59 am January 1 of the next succeeding year.

On December 31, 1984 and on every December 31, thereafter, a determination will be made as to whether or not an employee is entitled to participation in the productivity and attendance incentive program and if so, what bracket the individual

is to be so categorized. Such yearly earned monetary compensation shall be vested with the employee on the immediately following January 1, and shall be paid to the employee in accordance with Article 24.10.

**24.10** The Annual Monetary Incentive appearing in the table set forth in Paragraph 24.09 shall be payable and paid together with the first payroll in August of each year or with the final payroll in the event of retirement or death.

**24.11** In the event of retirement or death, qualified Employees, or the spouse, beneficiary or personal representative of any deceased qualified Employee, shall receive with the final payroll pro-rata portion of the yearly earned monetary compensation contained in Article 24.09 under the following computational formula:

If an individual is entitled to participate in the yearly earned monetary compensation contained in Article 24.09, and is subject to the provisions of this Article 24.11, the pro-rata portions of Article 24.09 shall be determined by the amount of the yearly earned monetary compensation contained in whatever bracket an individual is determined to be in at the date of retirement or death multiplied by a fraction, the numerator of which shall be the number of calendar days from January 1 to the date of retirement or death and the denominator of which shall be 365.

**24.12**

**Effective January 1<sup>st</sup>, 2001** An Employee upon retirement, or his spouse, beneficiary or personal representative upon his death, shall be compensated for accumulated but unused sick leave hours with the final payroll under the following formula.

- a. The total number of accumulated unused sick leave hours shall be divided into days at the rate of eight (8) hours per day.
- b. Each day for which compensation shall be paid, shall be at the rate of Fifteen (15%) percent of a day's pay. Daily rate is the weekly rate divided by four. The weekly rate is defined in Article 1 of the agreement.

Example Average Hours 2930 (accumulation)  
Divided by 8 hours = 366 days  
Take 15% daily rate of \$200 which equals \$30 a day.  
Multiple 366 x 30 = \$10,980

**24.13** Compensation payable under any provisions of this Article 24 shall not be considered in the computation of any other monetary benefits provided for herein, including, but not without limitation, holiday compensation, overtime compensation and vacation compensation.

**24.14** Notwithstanding other provisions of this Article 24, persons who received uncompensated leave of absence in excess of fifteen (15) consecutive tours, or who were suspended for any period in excess of fifteen (15) tours during the year preceding the payment year, shall not be eligible for compensation, otherwise payable, under the provisions of Paragraph 24.09 hereof.

## **ARTICLE 25**

### **BEREAVEMENT LEAVE**

**25.01** Each Employee covered by this Agreement shall be granted bereavement leave under the following conditions:

(a) He shall submit proof of relationship and death satisfactory to the Commissioner, whereupon he shall be granted bereavement leave with full pay not to exceed four (4) tours, if on regular rotation under Article 11:02 and five (5) days if on a regular work week under Article 11:03, such leave not to extend more than one (1) day beyond the date of the funeral of the deceased relative.

(b) For the purpose of the Article, leave with pay shall be granted on the death of a wife, mother, father, son, daughter, brother, sister, grandfather or grandmother or grandchild of either the Employee or his spouse, or any relative of the Employee or his spouse who was actually living in the immediate household of the Employee at the



time of death or at the commencement of the final illness or accident.

(c) Additional bereavement leave of a like amount shall be granted on the death of a person who has been acting in the capacity of a parent to the Employee. Proof of such is to be submitted in writing to the Commissioner of the Department.

(d) Bereavement leave is to be separate from, and shall not be charged to, sick leave or vacation leave.

(e) In the event of the death of a brother-in-law, sister-in-law, son-in-law, or daughter-in-law of any member of the bargaining unit, the day of the funeral will be afforded to the member of the bargaining unit as a bereavement day with pay.

## **ARTICLE 26**

### **INSURANCE**

**26.01** Effective July 1, 1985, the Employer agrees not to pay less than Sixty percent (60%) of the premium in effect from time to time of the Springfield Municipal Employee's Plan of Accident and Health Insurance or of any successor accident and health plan.

**26.02** If the City Council does not fund the immediately preceding Paragraph (26.01) the parties agree to reopen negotiations upon notice by the City or Union.

## **ARTICLE 27**

### **COMPENSATION FOR USE OF PERSONAL VEHICLES**

**27.01** The rate of compensation for use of personal vehicles shall be twenty two and one-half cents (\$0.225) per mile. In the event that any group of employees of the City of Springfield, receive, via collective bargaining agreement or otherwise, a mileage

allowance greater than twenty two and one-half cents (\$0.225) per mile for the use of personal vehicles, this Agreement may be reopened as to this Article 27 on the request of the Union in order to bargain collectively regarding the rate of compensation established pursuant to this Article 27. It is the understanding and intent of the parties hereto that any such change so negotiated shall be effective simultaneously with the effective date of any such increase granted to any such other group of employees.

## **ARTICLE 28**

### **CLOTHING ALLOWANCE**

**28.01** There shall be appropriated by the City of Springfield in its budget for the Fire Department in the fiscal year such sums as are reasonably adequate for the purchase and replacement of the following items for Employees:

1. Day Boots
2. Night Hitch Boots
3. Uniform Blouse (with department insignia supplied or attached).
4. Dress uniform trousers
5. Fire Coat and appropriate dress outer coat, with removable liner (quilt type and jacket type) for warmth.
6. Uniform Cap
7. Night Hitch
8. Fire Helmet
9. Safety Gloves
10. Summer Short Sleeve Shirt (with department insignia supplied or attached)
11. Work pants (one pair per fiscal year).
12. Two (2) Blue Tee Shirts (with Springfield Fire Department emblem.)

**Effective July 1, 2002** add

- a) 1 Short Sleeve Shirt
- b) 1 Work Pants
- c) 2 Tee Shirts
- d) 1 Sweat Shirt

**28.02** The City shall be responsible for the original issuance to new fire fighters of fire helmet, fire coats, and badge and hat devices and uniform cap. This Article shall be administered in accordance with the preexisting policy of replacement in effect prior to the execution of this Agreement.

**28.03** All Personnel in the Fire Prevention Division and the Arson Squad shall be supplied by the Employer with a waist-length coat with removable lining and a Dress raincoat.

**28.04** All members of the Fire Repair Division shall be provided with leather, steel-toe safety work boots (to be replaced as needed), an appropriate winter coat with removable lining (with departmental insignia supplied or attached), and rubberized foul weather clothing (consisting of coat, pants, hat and boots).

**28.05** Members of the Fire Repair Division who are on-call shall be provided by the Employer a regulation fire coat and fire helmet with appropriate shield for use when responding to multiple alarm fires.

**28.06** Three (3) members of the bargaining unit shall be selected by the President of the Union and shall meet with the Commissioner or his designee as a Clothing and Equipment Committee in order to review, revise and modernize clothing regulations pertaining to members of the bargaining unit and to investigate and make recommendations regarding the selection for purchase of all items of clothing, protective clothing, safety devices and protective devices which the Department may contemplate purchasing during the term hereof. It is understood and agreed that the Clothing and Equipment Committee has only the power to recommend.

## **ARTICLE 29**

### **VACATIONS**

**29.01** Effective January 1, 1999, Employees having more than twenty (20) years of service with Employer, whether or not such service has been entirely with the Department, shall be granted twenty-seven (27) working days of paid vacation annually. All employees attaining twenty (20) years of paid vacation annually commencing in the calendar year in which such twenty (20) years of service is attained.

Effective July 1, 2003: Increase from 27 working days to 32 working days. The parties have agreed that Firefighters will not be eligible for these additional tours until after January 1, 2004 with the exception of those who retire between July 1, 2003 and December 31, 2003.

**29.02** Effective January 1, 1999, Employees having more than fifteen (15) years of service with Employer, whether or not such service has been entirely with the Department, shall be granted twenty-three (23) working days of paid vacation annually. All employees attaining fifteen (15) years of paid vacation annually commencing in the calendar year in which such fifteen (15) years of service is attained.

Effective July 1, 2003 Increase from 23 working days to 27 working days. The parties have agreed that Firefighters will not be eligible for these additional tours until after January 1, 2004 with the exception of those who retire between July 1, 2003 and December 31, 2003.

**29.03** Employees having more than ten (10) years of service with Employer, whether or not such service has been entirely with the Department, shall be granted twenty (20) working days of paid vacation annually. All employees attaining ten (10) years of paid vacation annually commencing in the calendar year in which such ten (10) years of service is attained.

Effective July 1, 2003 Increase from 20 working days to 24 working days. The parties have agreed that Firefighters will not be eligible for these additional tours until after January 1, 2004 with the exception of those who retire between July 1, 2003 and December 31, 2003.

**29.04** Employees having five (5) or more years of service with the Employer but less than ten (10) years of such service, whether or not such service has been entirely with the Department, shall be granted fifteen (15) working days of paid vacation annually. All employees attaining five (5) years of such service shall be granted fifteen (15) working days of paid vacation annually commencing in the calendar year in which such five (5) years of service is attained.

**29.05** Employees having less than five (5) years but one (1) or more years of service with the Employer, whether or not such service has been entirely with the Department, shall be granted ten (10) working days of paid vacation annually. All Employees attaining one (1) year of such service shall be granted the (10) working days of paid vacation annually commencing in the calendar year in which said one (1) year of service is attained.

**29.06** Employees having less than one (1) year of service with the Employer on January 1 of any year shall be granted one (1) day of paid vacation for every four (4) completed weeks of actual service to the Department. Such vacation shall not exceed six (6) working days until the attainment of the first anniversary date. On the first anniversary date of employment, when the Employee is entitled to ten (10) working days of paid vacation, any vacation days previously taken in the calendar year will be deducted from such ten (10) working days, and such Employee shall then be entitled to take such remaining days of vacation to be paid therefore.

**29.07** The vacation period shall extend from the first full week in January to and through the last full week in December and, subject to the provisions of the Article, shall be consistent with the presently effective Rules and Regulations of the Fire Department pertaining to vacation leave.

**29.08** Together with the final pay due an Employee on his retirement or voluntary separation or resignation or due his estate on his death while an Employee, the Employer shall pay to the Employee or his estate an amount equal to the then effective weekly rate of the Employee for the number of vacation days to which such Employee is then entitled under the provisions hereof after subtracting the number of vacation days actually taken by the Employee in the calendar year in which such retirement, voluntary separation, resignation or death occurs. For the purpose of this Section only, the amount due any Employee shall be determined by applying the following formula:

**Number of credited but**

$$\frac{\text{unused vacation days}}{4} \times \text{then effective weekly rate} = \text{amount due}$$

**29.09 A.** For the purpose of this Article, for each Employee working on non-rotating shifts as outlined in Section 11.01, all full weeks of vacation shall be deemed to consist of four (4) working days, regardless of the actual number of working days the Employee would be otherwise scheduled to work in such week or weeks. At individual employee option, any portion or all of each employee's annual vacation entitlement can be taken as single tour vacations, scheduled at employee option.

**B.** Effective January 1, 2007, sixteen (16) bargaining unit members assigned to fire fighting companies shall be allowed to be on vacation, whether vacation or vacation tours, during the same tour. Effective January 1, 2016 the number of bargaining unit members assigned to fire fighting companies allowed to be on vacation, whether vacation or vacation tours, during the same tour shall be limited to fourteen (14). Provided the foregoing number is not exceeded, two or more bargaining unit members of the same fire fighting company may be off on the same tour.

**C.** Effective January 1, 1989, in each fire fighting company, not more than two (2) bargaining unit members in each of Groups A, B, C, and D shall be permitted to be on vacation simultaneously except in the sole discretion of the Commissioner.

**29.10** An employee may elect to take allotted vacation days as loose working days of vacation in accordance with the Chief's Notice Number 1407, dated November 12, 1981, a copy of which is attached hereto as Exhibit B and incorporated herein. An Employee may, with the approval of the Commissioner, be permitted to take additional loose working days. The scheduling of loose working days of vacation will be governed by the following:

1. Within thirty (30) days following the posting and selection of vacations in

accordance with existing practice, Employees having loose vacation days may designate their respective choices by date and tour, whether day or night, as well as two (2) alternate dates and tours for such days and submit the same to the Commissioner. As to any loose vacation days to which they are entitled pursuant to Exhibit B and which they do not select in accordance with this paragraph, Employees shall have the right to request a loose vacation day or days on 96 hours notice (from their own Chief Officer).

**2.** In addition to the thirty (30) day period for loose vacation days as described in Paragraph 29.10.1, there shall be another selection period for loose vacation days commencing thirty (30) days previous to the day after Labor Day. Subject to the limitation of a total of fourteen (14) men on vacation or vacation tour, the selected tours shall be granted the first tour back on duty after Labor Day by seniority. Any loose vacation days not selected in this thirty (30) day period may be assigned at the discretion of the group Chief Officer.

**3.**

**3.** The present system of selecting vacations or vacation tours will remain the same until changes are mutually agreed upon by the Commissioner and Local 648.

**29.11** Any employee of the bargaining unit who is unable to take vacation or any part thereof to which he is entitled under the provisions hereof in the calendar year to which this entitlement applies because of illness or injury not incurred in the line of duty shall, at his election, be entitled to take such vacation or such remaining part thereof as he was precluded from taking because of such illness or injury in the next succeeding calendar year at such times as may be designated by the Commissioner of the Department or, alternatively, by giving notice to the Commissioner prior to June 1 of such succeeding calendar year, to be paid therefor, any such payment to be made together with the final payroll of June of such succeeding calendar year. If payment is elected by the employee, payment shall be predicated upon one-half of the daily rate in accordance with the following formula:

$$\frac{\text{Number of credited but unused vacation}}{4} \times \text{one-half of the effective weekly rate of compensation at the time the election is made} = \text{amount due in lieu of unused vacation}$$

**29.12** Any Employee of the Bargaining unit who is unable to take the vacation or any part hereof to which he is entitled under the provisions hereof in the calendar year to which his entitlement applies because of illness or injury incurred in the line of duty within the meaning and interpretation of Chapter 41, Section 111F of the General Laws, shall at his election, be entitled to take such vacation or such remaining part thereof as he was precluded from taking because of such illness or injury in the next succeeding calendar year at such times as may be designated by the Commissioner of the Department or alternatively, by giving notice to the Commissioner prior to June 1 of such succeeding calendar year, to be paid therefore, any such payment to be made together with the final payroll of June of such succeeding calendar year. If payment is elected by the Employee, payment shall be predicated upon the full daily rate in accordance with the following formula:

$$\frac{\text{Number of credited but unused vacation days}}{4} \times \text{full effective weekly rate of compensation at the time the election} = \text{amount due in lieu of unused vacation is made}$$

**ARTICLE 30  
HOLIDAY COMPENSATION**

**30.01** In lieu of compensation for the Holidays listed below, members of the bargaining unit have agreed to incorporate the percentage equivalent of the compensation received in the past for such Holidays, i.e. ten forty-seconds (10/42) of the weekly rate of compensation, into the weekly salary specified in Article 44.01:

1. New Year's Day (January 1)
2. Martin Luther King, Jr's Birthday (Third Monday in January)
3. Washington's Birthday (Third Monday in February)
4. Patriot's Day (Third Monday in April)
5. Memorial Day (last Monday in May)



6. July 4th
7. Labor Day (first Monday in September)
8. Columbus Day (second Monday in October)
9. Veteran's Day (November 11)
10. Thanksgiving Day
11. Christmas Day

**30.02** As to those members of the bargaining unit who work rotating shifts and who are required to work and who actually work between the hours of 0800 on the day that any holiday mentioned in Paragraph 30.01, above, is celebrated and 0800 on the day next following the day celebrated as a holiday, the Employer agrees to pay an amount equal to five forty-seconds ( $5/42$ ) for those members who work the day tour as defined in 1.02 and eleven forty-seconds ( $11/42$ ) of the then effective weekly compensation for those members who work a night tour as defined in Article 1.02. Weekly rate shall include all compensation payable pursuant to Article 44 except that provided for in Paragraph 44.04. Those called back to duty during the below defined period for each holiday shall be entitled to the benefits of this paragraph in addition to the compensation provided to them under the provisions of Article 32 of this Agreement. Other Employees (those whose regular week schedule is non-rotating) required to work at anytime between the hours of 0800 on a holiday or a day celebrated as a holiday and as set forth in Paragraph 30.01 hereof and 0800 on the day next following the holiday or the day celebrated as a holiday compensation as set forth in Paragraph 30.01 above, shall receive compensation at their hourly overtime rates for the amount of hours actually worked within the beginning and ending times.

**30.03** As to the members of the bargaining unit who work rotating shifts and who are required and who actually work between the hours beginning 1800 the day before the holiday and 0800 the day of the holiday, the Employer agrees to pay eleven forty-seconds ( $11/42$ ) of the then effective weekly compensation. The provisions of this paragraph will only apply to the following three (3) holidays:

- 1) *Thanksgiving Day*
- 2) *Christmas Day*
- 3) *New Year's Day*

## **ARTICLE 31**

## OUT OF GRADE COMPENSATION

**31.01** An Employee who is directed by the Commissioner or his designee, the Deputy Chief, the District Chief or an Employee acting as the District Chief, to perform the duties and assume the authority and responsibilities of a Lieutenant, Captain, or District Chief for a full tour of duty shall be paid additional compensation at the rate of Thirteen Dollars (\$13.00) for each full day tour and Thirteen Dollars (\$13.00) for each full night tour he so serves.

EFFECTIVE JULY 1, 2001:

<u>Classification</u>	<u>Assumes Duties of Higher Classification</u>	<u>Compensation Per Tour</u>
Firefighter	Lieutenant	\$20.00
Lieutenant	Captain	\$25.00
Captain	District Chief	\$30.00
Firefighter	Ass't Fire Alarm Supervisor	\$20.00
Firefighter	Fire Alarm Supervisor	\$30.00
Ass't Alarm Supv.	Fire Alarm Supervisor	\$30.00
Fire App. Repairman	Wkg. Forman Apparatus Repairman	\$20.00
Fire App. Repairman	Fire Repair Supervisor	\$30.00
Working Foreman	Fire Repair Supervisor	\$30.00
Firefighter	Assistant Fire Prevention Supervisor	\$20.00
Firefighter	Fire Prevention Supervisor	\$30.00
Asst. Prev. Supervisor	Fire Prevention Supervisor	\$30.00
Firefighter	Lieutenant (assigned to training)	\$20.00
Firefighter	Director of Fire Training	\$30.00
Lieutenant	Director of Fire Training	\$30.00

**31.02** Compensation provided for in this Article shall be paid, for a partial tour of duty of at least four (4) hours duration, at a rate of least one-half (½) the amount the Employee would have received for acting out of grade for a full tour of duty. An Employee acting out of grade nine (9) or more hours on a day tour, will receive full acting out of grade compensation as provided for in this Article 31.

**31.03** A bargaining unit member not covered by Article 31, herein, who is performing, pursuant to designation by the Commissioner of the Department or his designee, temporary service in a position classified as a higher grade than the grade of the position in which the bargaining unit member performs his regular duties, shall, commencing with the first (1st.) consecutive day of actual service at the rate of Five Dollars (\$5.00) for each day and/or tour in which he serves in the higher classification. This clause will be operative only after a determination is made by the Department Head that a fill-in is required and an actual designation is made by the Department Head or his authorized designee as to the unit member so assigned.

## **ARTICLE 32**

### **OVERTIME**

**32.01** Fire Fighting Employees working in excess of ten (10) hours on any day tour and in excess of fourteen (14) hours on any night tour shall be considered to be working overtime. All other Employees working in excess of any regular tour hours shall be considered to be working overtime. All Employees so working shall be paid at the applicable rate set forth in Paragraph 32.04. The Commissioner shall be empowered to exercise the rights given to him under Paragraph 11.04 in the event of a full or partial bargaining unit work stoppage, strike, slowdown, or withholding of services.

**32.02** All employees required to work overtime within the meaning of Section 32.01 shall be compensated at overtime rates for the number of hours and partial hours worked. Partial hours will be calculated in six minute increments. In the event that an employee works part of a six minute increment they will be paid for the full six minutes.

**32.03** All Employees called back to duty within the meaning of the words "Call Back", as defined in Section 1.02 of this Agreement, shall be paid at overtime rates and shall receive a minimum of four (4) hours pay at the overtime rate herein established. For all hours worked in excess of four (4), Employees who are called back shall be compensated at overtime rates in accordance with Paragraph 32.04 for the

number of hours worked, partial hours will be calculated in six minute increments. In the event that an employee works part of a six minute increment they will be paid for the full six minutes.

**32.04 a.** The hourly rate of overtime pay for Employees who normally work rotating shifts shall be determined by dividing the then effective weekly rate of pay of each such Employee, including the rotating shift differential, by the number Forty-two (42) and multiplying the resulting figure by one and five-tenths (1.5).

**b.** The hourly rate of overtime pay for all other Employees of the Department shall be determined by dividing the then effective weekly rate of pay of the Employee so working, including shift differential or equity adjustments, by the number of hours such Employee is regularly required to work each week and then multiplying the resulting figure by one and five-tenths (1.5).

**32.05** The Employer shall reasonably attempt to distribute overtime work as equitably as is possible; however, the Union recognizes that emergency situations may make it impracticable to control the distribution of overtime work.

**32.06** Employees may not refuse emergency overtime duties.

**32.07** In the event a firefighting company returns, after a working incident within fifteen (15) minutes prior to the end of a scheduled tour, or subsequent to the end of a scheduled tour, the Employees who are members of said fire fighting company shall, be entitled to a reasonable clean-up period, but in no event to exceed one-half hour. Compensation for this clean-up shall be in accordance with Article 32.02 of this Agreement. A full report, if requested by the Commissioner or his designee, shall be made in writing, detailing the applicability of this Article, by the officer in charge of the particular firefighting company involved.

**32.08** The City of Springfield has designated a 28 day work period for the purpose of calculating FLSA overtime.

## **ARTICLE 33**

### **INDIVIDUAL AGREEMENT PROHIBITED**

**33.01** The Employer agrees that neither it nor its agents will enter into any individual or collective agreements with any bargaining unit Employees without having first obtained the prior written approval of the Local which approval will not be unreasonably withheld.

## **ARTICLE 34**

### **EMPLOYEE FILES**

**34.01** No material adversely reflecting upon an employee or upon his conduct, service, character, or personality shall be entered into the Department's personnel files until after such Employee has had reasonable opportunity to review such material and to acknowledge in writing within ten (10) days that he has reviewed the same. Such employee shall have the right to respond in writing to any such material and any such response shall be similarly entered in such files and notation of such responses shall be made on the face of the adverse material.

**34.02** Every employee shall have the right, upon request and at reasonable time, to examine his personal file and to receive a copy of any and all material contained therein upon tendering a payment of charges for copying which shall not exceed Five Cents (\$.05) per page.

**34.03** The grievance procedure provided in this Agreement shall be available to any Employee who, upon such review as is provided in this ARTICLE or upon failure by the Department to comply with the procedures set forth herein, is aggrieved thereby. In such event the arbitrator shall be empowered to order removal in whole or in part or modification in or amendment of or addition to such entry upon his finding that such entry or entries as are complained of are improper or incorrect.

**34.04** All personal files and entries made therein kept by the Department shall be considered confidential. Without the prior written consent of the Employee in each instance, no part thereof shall be released or reviewable by anyone not directly employed by the City or occupying a municipal governmental position and acting in that capacity except under a subpoena issued by a Court or administrative agency of

competent jurisdiction or under express provision of law requiring such release; provided; however, that such parts thereof as are established to be public records may be released or reviewed without observance of the requirements set forth herein.

## **ARTICLE 35**

### **EXAMINATION TIME**

**35.01** Subject to limitations appearing in 35.02, 35.03, and 35.04, Employees shall be granted time off from duty without loss of compensation equal to the scheduled length of such examination plus ninety (90) minutes for the purposes of taking any Fire Department Promotional Civil Service Examination conducted by the Civil Service Commission or the Division of Personnel Administration of the Commonwealth for which Employees are eligible if such examination or any part thereof is to be held at a time when the employees are scheduled for duty. Employees who desire Examination Time as provided herein shall file requests therefor not later than seven (7) calendar days in advance of the date established for such examination.

**35.02** The Employer shall be under no obligation to call in off-duty Employees to fill in for those taking such examinations who are excused pursuant hereto.

**35.03** The maximum number of Privates who may be so excused for any one examination shall be ten (10), the number of Lieutenants five (5) and the number of Captains two (2). In the event that there are more requests for Examination Time than the limitations set forth above, seniority shall determine those who shall be excused.

**35.04** As to other Employees in the Repair Division there shall be no such limitation.

## **ARTICLE 36**

## **FUNERAL EXPENSE AND RETIREE MEDICAL EXPENSE**

**36.01** The Mayor will, not later than thirty (30) days following the execution of this Agreement, sponsor before the City Council of the City the acceptance of Chapter 41, Section 100G of the General Laws. At such time As the City Council affirmatively votes to accept such statute the Employer shall be responsible, to the estate of a deceased Employee or to the fiduciary of such estate or to the nearest next of kin of such Employee if no such fiduciary is named and properly appointed by a Court of competent jurisdiction, for the payment of such expenses associated with the funeral and burial of such Employee, not to exceed, however, the sum of Two Thousand Dollars (\$2,000.00) for any one death, if such Employee is killed in the line of duty.

**36.02** Any claim under the provisions of Paragraph 36.01 must be submitted to the City no later than one year from the date of death of such employee and must be supported by invoices showing the amount of any such expense so claimed and reason therefor.

**36.03** The Employer agrees, upon written application by any Employee who retires during the term hereof or any former Employee who has heretofore retired or, in the event of death of any such Employee or such former Employee, upon written application by his widow, or if he leaves no widow, by his next of kin, to indemnify such Employee, or in the event of his death, his widow, or if he leaves no widow, the next of kin, out of any funds duly appropriated for the purpose of this Article or out of the Employer's contingency fund for all reasonable hospital, medical and surgical, chiropractic, nursing, pharmaceutical, prosthetic, and related expenses and reasonable charges for podiatry incurred with the Commonwealth of Massachusetts by such Employee after his retirement under the provision of General Laws, Chapter 41, Section 100B.

## **ARTICLE 37**

## **PROTECTION OF WORK OPPORTUNITY**

**37.01** The Employer agrees not to employ any person or persons to perform any of the duties of Employees covered by this Agreement as presently performed so long as performed by said Employees unless such person or persons are eligible for such employment under the provisions of G.L. c. 31, and the Employer further agrees that no work responsibility presently assigned to the bargaining unit shall be increased, decreased, modified, or otherwise altered during the term hereof except as herein provided.

**37.02** Not less than fourteen (14) days prior to the implementation of any change in work responsibility, the Commissioner will notify the President of the Union of the contemplated change or changes and, if requested by the Union, meet and confer with the Union's representative in advance of the anticipated implementation date.

**37.03** Nothing herein contained shall reduce the rights reserved to the Employer under the provisions of ARTICLE 8 hereof.

**37.04** The Employer agrees not to contract out any bargaining unit work during the life of this Agreement, except for Fire Alarm services.

## **ARTICLE 38 SENIORITY**

**38.01** The Employer agrees to observe applicable provisions of Chapter 31 of the General Laws and Rules and Regulations of the Division of Personnel Administration with respect to seniority within the bargaining unit.

## **ARTICLE 39**



## **EMERGENCY LEAVE**

**39.01** On each tour, the Deputy Fire Chief or, in his absence, the District Chief, in his sole discretion, may grant emergency leave without loss of compensation to any subordinate Employee who requests such leave for urgent reason. For purposes of this Agreement and to the extent possible to ascertain, an emergency shall be defined as an unforeseeable combination of circumstances which calls for immediate action. In no event may such leave exceed the duration of the tour in which such emergency arises.

## **ARTICLE 40**

### **RULES AND REGULATIONS**

**40.01** No more than three (3) members of the bargaining unit shall be selected by the President of the Union, and notice in writing of such selection shall be given to the Commissioner. Such members shall serve as the Rules and Regulations Committee, which may submit its recommendations to the Fire Commissioner, provided that it is understood and agreed that the sole power of said committee is to make recommendations only on Rules and Regulations of the Department.

**40.02** No such Rules and Regulations, whether or not heretofore in effect, shall be of any force or effect if the same are in conflict with the specific terms hereof.

## **ARTICLE 41**

### **VACANCIES**

**41.01** The Commissioner shall cause notice of any prospective vacancy in any position in the bargaining unit to be posted on all bulletin boards in the Department as soon as practicable after he learns of such prospective vacancy, and such notice shall identify the position and station. Each such notice shall remain posted for not less than seven (7) calendar days. Employees who wish to apply for such vacancy shall apply for same in writing within ten (10) calendar days from the date of the first posting.

**41.02** The Employer will make reasonable effort to fill all promotional vacancies in the fire fighting companies within thirty (30) calendar days of the date the position becomes vacant unless the Employer decides not to fill the position because of lack of funding caused by the action of the legislative body of the City of Springfield. If the agency of the Commonwealth having jurisdiction over the list of who is eligible for such vacancy fails to furnish such list within said period, the Employer will make reasonable effort to fill such vacancies within fourteen (14) calendar days after such list becomes available and to make provisional or other interim promotional appointments during said interim period beyond said initial thirty (30) days. The Commissioner shall endeavor to anticipate all promotional vacancies and shall make every effort to have eligibility lists available for all positions in the bargaining unit and call for promotional examinations at the earliest possible time. Seniority need not be observed in the filling of the provisional or other interim promotional vacancies. The filling on a permanent basis, of the promotional vacancy shall be in accordance with then effective Civil Service Rules and Regulations pertaining thereto.

**41.03** The provisions of this ARTICLE shall be subject to the provisions of ARTICLE 8 (Management Rights) and Article 8 shall not be diminished by anything therein.

## **ARTICLE 42**

### **COMMITTEE MEETINGS AND NOTICES**

**42.01** Meetings of each and every committee created hereunder shall be scheduled and held not less frequently than once each calendar year unless more frequent meetings are specifically required hereunder or unless otherwise agreed among the members of the committee. Additionally, either the Employer or the Union may call for such a meeting through members of such committee not more than three times in any calendar year.

**42.02** Not less than ten (10) days in advance of each meeting of any and all committees provided for herein, representatives of the Employer and the Union will provide each other, and the Secretary to the Commissioner and the Secretary-

Treasurer of the Union, with a listing of items in order for discussion at such meetings. The Secretary to the Commissioner shall promulgate to all members of each such committee copies of both the Department's listing and that of the Union not less than three (3) days in advance of such meeting.

**42.03** As soon as practicable following any meeting of any such committee, a member thereof who shall have been designated by the committee to serve as Secretary to the committee shall forward to the Secretary to the Commissioner legible minutes of such meeting and the Secretary to the Commissioner shall cause copies to be made thereof and promulgated to each member of the committee, to the Commissioner and to the Secretary-Treasurer of the Union.

**42.04** Within thirty (30) calendar days of the execution of this Agreement, or a like period in the event that relations between the City and members of the bargaining unit for the period are set by the award of a final and binding arbitration panel or by the Commonwealth's Labor-Management Committee, the Commissioner shall convene a meeting of the Board of Chiefs of the Department and invite to said meeting representatives of the Union and afford such representatives an opportunity of addressing the Board of Chiefs regarding the provisions of such agreement or award, as the case may be, so as to enable the Union to present to the Board of Chiefs its positions regarding any item which may be subject to administration by the Board of Chiefs.

## **ARTICLE 43**

### **EDUCATIONAL INCENTIVE COMPENSATION**

**43.01** In recognition of the fact that Employees are engaged in the most hazardous occupational category in the nation, and that training in and courses related to the science of firefighting and emergency care are in the best interest of the Employer in that such training and education improve the quality and performance and efficiency of service, and contribute to reduction of the risk of injury, the Employer shall, on and after July 1, 1978, provide the following schedule of additional benefits to each bargaining unit Employee who qualified therefor:

The successful completion, and whether or not such completion has occurred prior to the Employee becoming a member of the bargaining unit, of any one or more of the following identified courses offered by Springfield Technical Community College or equivalent offerings of any other institution offering a recognized credit course in Fire Protection and Safety Technology, recognized credit achieved via a challenge examination, or such other evidence as the Department, in its sole discretion, may choose to recognize, shall entitle any Employee who has completed or who subsequently does complete such Department requirements to compensation of Forty-Five Dollars (\$45.00) per year three credits of course value; provided, however, that no Employee shall be entitled, in the aggregate, to more than Seven Hundred Dollars (\$700.00) per year of compensation under this ARTICLE unless and until such Employee has been awarded an Associate's Degree in Fire Protection and Safety Technology or a higher degree than an Associate Degree in said subject, at which time said Employee, subject to other provisions of this ARTICLE, shall be entitled to a maximum of Nine Hundred Dollars (\$900.00) per year payable as provided herein:

Hazardous Materials	3 Credits
Introduction to Fire Protection	3 Credits
Legal Aspects of Fire Protection	3 Credits
Fundamentals of Fire Protection	3 Credits
Fire Hydraulics & Strategy	3 Credits
Building Construction	3 Credits
Fire fighting Tactics & Strategy	3 Credits
Fire Protection Systems	3 Credits
Advanced Protection Systems	3 Credits
Fire Causes & Detection (Arson)	3 Credits
Emergency Medical Training	6 Credits
Fire Codes and Ordinance	3 Credits
Special Occupancy Fire Systems	3 Credits
Arson 2	3 Credits
Chemistry	3 Credits
Physics	3 Credits
Organization and Management	3 Credits

Effective July 1, 2015, Emergency Management courses and degrees will be accepted.

**43.02** Determination of eligibility for and advancement on the schedule set forth above shall be certified to by Springfield Technical Community College or any other

educational facility offering a course in Fire Science or by the Department as of September 1 of each year.

**43.03** Payment of compensation provided for in this ARTICLE shall be made together with the first payroll in December and be predicated upon the number of certified credits attained as of the prior September 1. In the event of retirement, resignation, or other voluntary separation, or death qualified Employees, or the estates of deceased Employees, shall receive with the final payroll the full amount of entitlement plus a fraction thereof equal to the number of days from September 1 to the effective date of retirement, resignation or voluntary separation or death divided by 365 if such effective date is after September 1 and prior to said first payroll of December. If such effective date is subsequent to said first payroll of December and prior to September 1 of the next succeeding year, said amount shall be determined by multiplying the amount paid to such Employee, or the estates of the deceased Employees, in said first payroll of December under the provisions of this ARTICLE by a fraction, the numerator of which shall be the number of days between September 1 and said effective date of retirement, resignation or other voluntary separation or death and denominator of which shall be 365.

**43.04** The above compensation shall be included in an Employee's compensation only for the purposes of computing pension and other retirement benefits due an Employee but shall not be considered in the computation of other monetary benefits provided for herein, including, without limitation, holiday compensation, overtime compensation and vacation compensation.

**43.05** Effective July 1, 2002, an employee covered by this Agreement may choose to receive, in lieu of the benefit contained in Article 43.01 (No duplication of benefits), the following Educational Incentive:

- A. For a Fire Science Certificate, which consists of twenty-seven (27) credits (See attachment – Appendix -B), an amount equal to two point five percent (2.5%) of base annual salary.
- B. For an Associate's Degree in Fire Science, Fire Technology, Fire

Administration or Fire Education, an amount equal to five percent (5.0%) percent of base annual salary.

- C. For a Bachelor's Degree in Business Administration, Fire Science, Fire Technology, Fire Administration or Fire Education an amount equal to ten percent (10%) of base annual salary.
- D. For a Master's Degree in Fire Science, Fire Technology, Business Administration, Fire Administration, Fire Education, Public Administration or Management, but the employee must have an Associate's Degree in Fire Science, Fire Technology, Fire Administration or Fire Education, an amount equal to twelve point five (12.5%) of base annual salary.

Present unit members will be entitled to receive the above specified educational percentages if they hold a certificate, an Associates, Bachelors or Masters degree or upon receipt if they are working towards a degree, (even if the field of study is not Fire Protection and Safety Technology) from an accredited institution of higher learning from either (a) the New England Association of Schools and Colleges or (b) such comparable accreditation as a Fire Education Committee, on a case by case basis, vote to accept as comparable. Such Fire Education Committee shall consist of one member of a Deputy Fire Chief, the Fire Commissioner or designee and the President of Local #648 or designee. Vote of Fire Education Committee will not be subject to the grievance procedure, but their decision may be appealed to the Human Resources and Labor Relations Department.

No unit employee may receive benefits under more than one section of this Article. It shall be a unit employee's obligation to notify the Employer under which section of this Article such employee elects to receive benefits.

New employees hired after July 1, 2000 will not be eligible for the benefits specified in Article 43.01 but will only be eligible for sections of the education percentage specified in A, B, C or D above.

The above compensation shall be included in an employee's compensation only for the purpose of computing pension and retirement benefits due an employee but shall not be considered in the computation of any other monetary benefit provided for herein, including without limitation, holiday compensation, overtime compensation, vacation compensation hourly or weekly compensation and court time or any other type payment.

Eligibility requirements will remain the same.

**43.06** Effective July 1, 2015, Employer agrees to provide a \$500 annual payment for any bargaining unit member who has a valid EMT certification.

## **ARTICLE 44**

### **SALARY**

**44.01** Wage schedules are attached as Appendix B-1.

**44.02** A rotating shift differential in the amount of six point five percent (6.5%) per week shall be paid to all firefighters who, pursuant to Paragraph 11.01, are required, as a part of their work cycle, to work day tours and night tours as defined in this Agreement. The amount of said rotating shift differential shall be six point zero percent (6.0%) per week for Lieutenants required to work and five point seven percent (5.7%) per week for captains so required to work.

The said rotating shift differential shall be the aforementioned percentage of the members then existing weekly base salary as reflected in the last step of 44.01 is incorporated into Wage Schedule attached and identified as Appendix B.

**44.03** Compensation code numbers 2308 and 2358 shall receive equity adjustments of five point eight percent (5.8%) per week at the last step as reflected in

44.01.

**44.04** Compensation code number 6470 shall receive an equity adjustment of six point five percent (6.5%) per week at the last step as reflected in 44.01.

**44.05** Compensation code number 6477 shall receive an equity adjustment of six point three percent (6.3%) per week at the last step as reflected in 44.01.

**44.06** A Fire Fighter, Fire Lieutenant, or Fire Captain who is assigned, temporarily or permanently to a position with the Department wherein the work week for such Employee is not comprised of rotating tours, shall be entitled to an equity adjustment in the amount of six point five percent (6.5%) per week, if a Fire Fighter; six point zero percent (6.0%) per week, if a Fire Lieutenant; and five point seven percent (5.7%) per week if a Captain. The said equity adjustment shall be the aforementioned percentage of the members then existing weekly base salary as reflected in the last step in 44.01.

**44.07** In addition to the compensation provided for above, the Employees with compensation grades 6470, 6477, 2320, and 2308 shall receive additional compensation in the amount of Five Dollars (\$5.00) per day for each twenty-four hour day that they may be required to be on stand-by in order to respond to emergencies requiring their specialized services. In consideration of such payment each Employee agrees that, while on compensated standby he will not leave the City of Springfield or his community of residence, and will always inform the Department of a telephone number at which he may be reached directly. In any week in which the Employee having compensation grade 6470, 6477, 2320 or 2308 is receiving stand-by compensation as above set forth and any one or more of such Employees is scheduled for and actually performs scheduled, non-emergency overtime work not in excess of eight (8) hours in such week, there shall be deducted from the amount of stand-by compensation earned by any such Employee the amount earned by him as overtime compensation for actual performance of scheduled, non-emergency overtime and, if the amount of compensation earned by any such Employee by virtue of his having worked scheduled, non-emergency overtime during such week is in excess of that



which he would otherwise be entitled to by the provisions hereof, he shall be entitled only to the overtime compensation and not to stand-by compensation for such week. If such Employee, in any week that he is scheduled to serve on stand-by as above provided, is called back or required to work overtime not scheduled, or under emergency circumstances, he shall be entitled to receive overtime compensation in accordance with the provisions of Article 32 hereof in addition to his stand-by compensation unless, in such week he also actually works scheduled, non-emergency overtime.

**44.08** The City of Springfield and IAFF Local #648 in order to promote the health and safety of the citizens of the City of Springfield recognize the following as the minimum standards:

- a) Federal Law - 29 CFR Part 1910.120

and for providing services pertaining to the above cited statutes and for incorporating the duties of the bargaining unit members the use of semi-automatic external defibrillator as defined by:

- a) Massachusetts General Law Chapter 111C, Section 3 and Chapter 201 and the Department of Public Health Regulations 105 CMR 171.000
- b) Office of Emergency Medical Service, Region 1 protocols relating Semi-automatic external defibrillator,

have effective July 1, 1999 built into the wage schedule compensation to all members of the bargaining unit.

The City of Springfield and the IAFF Local #648 agree that attaining/maintaining certification in the use of semi-automatic external defibrillators is a condition of employment and in the event that a member of the bargaining unit fails without good cause, to attain/maintain certification for the use of semi-automatic external defibrillator such member may be subject to disciplinary actions according to M.G.L./Chapter 31, Section 41 and/or the Local #648 collective bargaining agreement. Such an employee may be reassigned at the discretion of the Commissioner or designee.

**44.09** A joint labor and management quality control committee shall be formed consisting of three (3) members of labor and three (3) members of management. This committee will make recommendations concerning procedures and training of members in CPR, First Responder, AED and Haz-mat. This committee shall have access to training records, run reports and other pertinent information, provided that it does not violate patient confidentiality or public records law.

Local 648 does not waive any statutory or contractual entitlement regarding the subject matter of this section.

**44.10** Employer shall incorporate all forms of compensation, including but not limited to callback, overtime, education incentive, working holidays, haz-mat incentive, step raises and longevity of top steps into base salary including retirees who retired on or after June 30, 2003.

#### **ARTICLE 45 TRANSFERS FOR THE CONVENIENCE OF THE EMPLOYER**

**45.01** Any Employee of the bargaining unit regularly assigned to any station who is temporarily transferred by the Employer to duty at another station or to duty as a fire alarm operator, inspector, member of the Department's City Arson Squad or to Duty at the Department's Training School shall be paid additional compensation of Seven Dollars (\$7.00) for any tour or part thereof that such temporary transfer is effective.

**45.02** For the purpose hereof, a temporary transfer shall be deemed to be any transfer of a bargaining unit Employee which is announced to be effective for fewer than eleven (11) consecutive hours and any transfer which, in fact, remains effective for less than eleven (11) consecutive tours. This Paragraph 45.02 shall be subject to the understanding set forth in the letter of James E. Dowd, Esquire, dated November

6, 1981, attached hereto as Exhibit B and incorporated herein.

**45.03** The Employer agrees that the temporary transfers (details) shall be assigned in equitable manner with temporary (details) being assigned equitably among each member of the piece of apparatus and each group.

**45.04** The President, Vice-President, Secretary-Treasurer, and Recording Secretary of Local 648 shall not be transferred during the term of this Agreement unless the transfer is mutually agreed to.

## **ARTICLE 46**

### **LONGEVITY**

**46.01** Effective July 1, 1988 a unit member who has completed five (5) years of continuous service with the City of Springfield will be entitled to a one percent (1%) weekly adjustment of his weekly rate of pay.

**46.02** Effective July 1, 1988 a unit member who has completed ten (10) years of continuous service with the City of Springfield will be entitled to a two percent (2%) weekly adjustment of his weekly rate of pay.

**46.03** Under no circumstances is the payment of the weekly adjustment to exceed the two percent.

**46.04** Hereinafter the anniversary date of the unit member will be used to determine which of the above clauses are applicable to any unit member.

Effective January 1, 1994 for the purposes of a unit member that submits a voluntary resignation, the date of reinstatement shall determine which of the above clauses are applicable. For the purposes of a break in service, all years of service shall be eliminated. Military service, medical leaves for a good and sufficient reason and layoffs will not be considered a break in service for the purposes of this section.

**ARTICLE 47**  
**MISCELLANEOUS**

**47.01** Notwithstanding any contractual item to the contrary, the City and Union agree to reopen the contract during its term at the request(s) of the City to discuss any and/or all of the listed items:

- a. Training Guide Testing – Professional Development
- b. Wellness Fitness (Statute)
- c. Early Intervention Program (Statute)
- d. Zero Tolerance for Domestic Violence
- e. Indemnification Proposal
- f. Drug and Alcohol Policy
- g. If ambulance service currently provided in the City is substantially changed the parties agree to meet to mutually explore solutions to any ambulance service problems and the need to negotiate regarding E.M.S.

**47.02** Smoking is prohibited in all Department buildings.

**47.03** Dispatch. The SPRINGFIELD ASSOCIATION OF FIREFIGHTERS Local #648 agrees to the civilianizing and subsequent creating of a Joint Dispatch Center.

**47.04** The employer may elect to provide payroll advices to employees, on a voluntary basis, through email. The employer shall provide the Union with 30 days notice prior to making this change. All employees voluntarily opting for electronic payroll advices shall provide the Payroll Department with an email address to arrange for the transmission of this information.

**ARTICLE 48**

## **INJURED ON DUTY/LIGHT DUTY**

**48.01** When an employee is on Injured on Duty status he/she shall be subject to placement in a temporary restricted duty work hardening assignment, under the terms of this Article.

**48.02** An Employee on Injured on Duty status may be assigned to a restricted duty work hardening assignment when he/she is not able to perform all of his/her ordinary duties as a firefighter. Temporary restricted duty work hardening assignments may be any non-suppression work performed by members of the bargaining unit that are consistent with the employee's capabilities/medical restrictions. Such duties may include, but are not limited to, the following: fire prevention, training, inspection, firefighter academy training.

**48.03** An Employee on Injured on Duty status shall comply with the applicable provisions of Article 16 of the Rules and Regulations of the Springfield Fire Department relating to accidents, sickness or injury sustained in the performance of duty. This includes, but is not limited to submission of the appropriate Departmental forms and attending physician certificates. The Commissioner or his/her designee may at any time make restricted duty work hardening assignments consistent with restrictions set forth in the certificate(s) of the Employee's treating/attending physician. The Department shall notify the employee and the Union when assignments are made under the terms of this Article.

**48.04** If there is a disagreement between the Department and the employee's medical provider as to the intended temporary restricted duty work hardening assignment, the Department and the employee's medical provider shall confer in an effort to resolve their differences. In the absence of such a resolution, the Commissioner or his/her designee shall have the right to direct an employee who is on injured on duty leave to be examined by a physician designated by the City. For purposes of this Article, the City, when designating a physician, shall designate the physician from the impartial physicians list established and maintained by the Massachusetts Department of Industrial Accidents, pursuant to the MASS G.L. c. 152,

Section 11 A ("the DIA List). The City shall notify the Union, through either its President or Vice President, when it wishes to make a designation from the DIA list pursuant to this section. If the parties do not thereafter agree, within two (2) business days from such notification, to the name of a physician from the DIA list who shall be designated, both the Union and the City shall within two (2) business days, separately rank the top five (5) names on the DIA Springfield list for the appropriate medical specialty. (If there are multiple medical issues, the selection shall initially be from a list for the primary injury.) The physician who is highest ranked considering both parties' rankings shall thereafter be designated. If the Union does not rank the physicians within two (2) business days, the City may designate any physician from the list. If there is not a Springfield DIA list for the appropriate specialty, the parties shall mutually agree to a physician from Baystate Medical Center or Mercy Hospital. In no case shall the physician designated pursuant to this paragraph be the treating physician. The Commissioner or his/her designee may make restricted duty work hardening assignments consistent with the restrictions set forth in the report(s) of the physician designated in accordance with this paragraph. Copies of any report received from a designated physician shall be provided to the employee to the employees and, provided that the employee so authorizes, the Union.

**48.05** The report of the physician designated in paragraph 48.04 above shall be binding on the employee, the Union and the City, and will not be subject to review through the grievance/arbitration provisions of the parties' contract.

**48.06** No paid Injured on Duty leave shall be granted or continued for any period after the Commissioner or his/her designee determines that a temporary restricted duty work hardening assignment is available for which the Employee is capable of performing, and the Commissioner assigns him/her to such position.

**48.07** A temporary restricted duty work hardening assignment will not interfere with the employee's ongoing medical treatment.

**48.08** An employee injured, re-injured or whose injury is aggravated while performing a temporary restricted duty work hardening assignment shall be treated as

an employee injured in the course of employment under Mass. G.L. c. 41, Section 111F.

**48.09** During any temporary restricted duty work hardening assignment the employee shall receive regular compensation equivalent to what he/she was receiving prior to his/her injury. As to tax issues, employees on light duty shall be paid in accordance with applicable IRS regulations.

**48.10** Nothing in this Article shall be construed to give any Employee a right to or guarantee of a restricted duty work hardening assignment. Any such assignment is subject to the operational, staffing and economic needs of the Department, as determined by the Commissioner or his/her designee. If there are fewer restricted duty assignments available than there are Employee's eligible for such assignments, medical diagnosis and prognosis shall be the primary grounds for determining which Employees will receive the restricted duty assignments. If, medical diagnosis and prognosis are the same, the Department will first seek volunteers for restricted duty assignment from the Employees eligible. If there are no volunteers, or the number of volunteers is insufficient, eligible Employees will be assigned restricted duty assignments in order of inverse seniority.

**48.11** Employees placed at work in a temporary restricted duty work hardening assignment shall not be counted toward on-duty fire suppression strength for purposes of this Agreement.

**48.12** In no case shall a temporary restricted duty work hardening assignment extend beyond the period of the Employee's incapacity from full duty. An Employee will be removed from his/her restricted duty assignment upon either of the following two events: (i) the Department submits an involuntary retirement petition for the Employee; or (ii) the Employee submits a voluntary accidental disability retirement petition and a medical panel is scheduled in accordance with the provisions of law concerning said petition. In the event that an employee is removed from restricted duty pursuant to the provisions of the preceding sentence, the Employee is required to

cooperate in the completion of the retirement application process. Otherwise, he/she may be placed back on restricted duty.

**48.13 Hours of Work:**

All employees assigned to Light Duty shall work thirty seven and one half (37½) hours per week on a Monday through Friday 8 a.m. to 4 p.m. schedule with time off to be granted for medical treatment related to their illness or injury. Employees shall be paid the same weekly rate of pay as those assigned to a rotating schedule in fire suppression.

**48.14 Waiting Period:**

Employees injured on duty may be compelled to return on light duty after twelve (12) weeks. The process to place an employee on light duty shall be completed as specified in the agreement between the parties during this twelve (12) week period.

**48.15 Waiting Period for Employees Injured on Off Duty**

Employees who are injured off duty may seek to perform light duty after usage of eight (8) weeks of sick leave, if a light duty position exists. Once an employee is placed on light duty they shall be removed in the same manner as an employee who is injured on duty. They shall not be removed due to the subsequent placement of an IOD employee on light duty

**48.16 Duration of Light Duty Assignments:**

Light duty assignments shall not continue beyond a period of one (1) year without the mutual consent of the employee, the Union and the City.

**ARTICLE 49**

**DRUG and ALCOHOL POLICY**

**49.01** The City of Springfield (the Employer) and the Springfield Association of Firefighters, Local 648 (AFL-CIO) (the Union) are committed to protecting the health, safety and well-being of the members of Local 648 and the general public which they



serve. To that end the parties have committed to promoting a workplace that is free from the harm caused by the use of illegal drugs and the abuse of prescription drugs or alcohol. This Drug & Alcohol Policy serves a threefold purpose:

- a) to secure the workplace as one free from the negative influences of drugs/alcohol;
- b) to help rehabilitate, as appropriate, any employee suffering from the harmful influence of drugs/alcohol; and
- c) to discipline, as necessary, any employee for whom discipline is justified due to the use of drug/alcohol.

**49.02 Reasonable Suspicion Testing.** An employee shall be required to undergo drug and/or alcohol testing based on reasonable suspicion that the employee is impaired due to drug/alcohol use. Reasonable suspicion means circumstances from which one may reasonably infer that an employee is under the influence of drug/alcohol. Reasonable suspicion must be supported by objective facts and observations such as, but not limited to, the appearance, behavior/conduct, speech, and body odors of the employee, the presence of vials or containers of drugs/alcohol, unexplained deterioration in job performance, unexplained change in behavior, and criminal citations or arrests involving drugs/alcohol.

An employee who is subject to a reasonable suspicion test shall be placed on sick/vacation leave or leave without pay, if no sick/vacation leave is available, pending the results of the test. Once the test results are known, the employee shall be immediately returned to work and shall be restored his/her sick/vacation leave if the test results are negative; if the test results are positive, the employee shall be subject to treatment/rehabilitation as provided for in 49.09.

A written record shall be made of the observations leading to an employee being ordered to undergo an alcohol or controlled substances reasonable suspicion test. Said record shall be signed by the supervisor who made the observations. This record must be completed and provided to the bargaining unit member prior to an employee being ordered to undergo a reasonable suspicion test, except in the case of exigent circumstances, e.g., a call to a fire, in which case the written report will be provided to

the bargaining unit member no later than twenty four (24) hours after the order to undergo a test is given.

All supervisors will be trained to educate them to make observations of Work performance, Behavior, Speech, and Physical Indicators to conclude that reasonable suspicion exists to subject an employee to a drug and/or alcohol test; said training will be in conformance with training offered to DOT supervisors required under 49 CFR 382.603.

**49.03 Return to Work Testing.** Any employee who is found to have tested positive for either drugs or alcohol will be required to submit to a drug/alcohol test prior to returning to duty. Said test will be administered once an employee has been cleared to return to duty by a substance abuse professional (SAP). The SAP shall confer with and weigh the recommendation of the employee's drug/alcohol counselor prior to ordering a return-to-work drug/alcohol test; in the event that there is a conflict of opinion about return-to-work testing between the employee's counselor and the SAP, the employee may request that the Medical Review Officer (MRO) involved in his/her case make the outcome-determination decision. Employees must successfully pass a return-to-work test in order to be reinstated to active employment.

**49.04 Promotional Testing.** An employee who signs a civil service promotional list indicating a willingness to be promoted to a permanent civil service position within the bargaining unit shall be tested for the presence of drugs/alcohol, and the test result shall be considered as part of the promotional process.

**49.05 Follow-up Testing.** Any employee who successfully passes a return to work test will be subject to random, follow up drug/alcohol testing as often as determined by the employee's SAP for a period not to exceed 18 months following the employee's successful return to work.

**49.06 Critical Incident Testing.** Any bargaining unit member involved in a critical incident shall be subject to testing as agreed to through this policy. For the purposes of this policy a critical incident shall be defined as an on-duty work incident

involving the following:

- 1) a member who is the driver of a department vehicle involved in a motor vehicle accident requiring the towing of at least one vehicle from the scene due to damage;
- 2) a member's operational error of firefighting equipment that results in serious bodily injury to anyone; or
- 3) a member's operational error of firefighting equipment resulting in death.

Any testing performed pursuant to this paragraph shall be administered within twenty-four (24) hours of the critical incident.

**49.07 Testing Procedures.** An employee shall be accorded the right of Union representation for either breath or urine testing provided that the securing of such representation does not unreasonably delay the conduct of such test.

Testing for alcohol may be done either by breathalyzer or by urine sample. The breathalyzer test shall be performed by a certified breath alcohol technician (BAT). If alcohol testing is done by breathalyzer and if the test result is positive, either the Employer or the employee may request a confirmatory urine test at a certified laboratory.

Testing for drugs shall be done at a certified laboratory. Urine testing shall be done with due regard for the chain of custody. Each urine sample shall be subdivided into primary and split specimens. If the primary specimen has a positive test result, the employee shall be deemed to have tested positive unless the employee within 72 hours after the consultation with the MRO requests that the split specimen be tested at another certified laboratory. If the split specimen also has a positive test result, then the employee shall be deemed to have tested positive. In cases where the employee has requested further testing, i.e. the testing of a split sample, and the test is positive, the employee shall bear the expense of the test of the split sample. If the split specimen has a negative test result, then the primary specimen shall be deemed to have been negative, and the employee shall be recorded as having a negative test result overall. All testing costs shall be borne by the Employer except where otherwise specified in this Policy.

All test results shall be reviewed by a medical review officer (MRO) prior to the

result being reported to the Employer. In the event of a positive test result, the MRO shall contact the employee and conduct an interview to determine if there are any legitimate reasons for the positive test result. If the MRO determines that there is a legitimate medical explanation for the positive test result, the MRO will report the test result as a negative result. The employee shall bear no testing costs under circumstances where the MRO declares a negative test result. . The Employer may be asked by the MRO to assist in getting the employee to contact the MRO; the MRO shall divulge no testing information to the Employer prior to reporting the test result to the Employer.

**49.08 Interference or Refusal.** Any interference with the testing process or a refusal to submit to testing shall be grounds for disciplinary action up to and including termination. Interference with the testing process includes, but is not limited to, the following: tampering with a specimen, offering bogus specimens, substituting specimens, altering specimens, and obstructing the testing process. In the event that a test result is a dilute negative as defined by the MRO, an employee will be subject to retesting and will bear the cost of such retest.

**49.09 Rehabilitation.** Any employee who voluntarily comes forward at any time prior to undergoing a test for drugs/alcohol or being charged criminally regarding drugs/alcohol and discloses to the Employer that s/he has a drug/alcohol problem shall be granted an opportunity to seek treatment, shall be granted 30 days paid administrative leave for such treatment, and shall further be permitted thereafter to use accumulated sick or vacation leave for the period of treatment, and shall not be subject to discipline. First-time treatment which arises in the course of employment by the City shall be at no cost to the employee for the duration of the time the employee is on paid administrative leave plus any time covered by use of the employee's sick and/or vacation leave. The SAP bears the responsibility for determining the employee's treatment plan after consultation with the employee's counselor, if any.

Following treatment an employee will be subject to return to work testing and follow-up testing pursuant to the terms set forth in this contract with respect to each.

Nothing herein shall preclude disciplinary action against an employee who is under criminal investigation for drug/alcohol related misconduct.

**49.10 Consequences of a Positive Test.** Any employee who has a final positive test result on the first occasion for alcohol/drugs shall receive no discipline provided the employee seeks and participates in treatment for his/her condition.

Any employee who has a positive test result for drugs/alcohol on the second occasion or subsequent occasions shall be subject to discipline up to and including termination of employment.

In the event that an employee fails to pass his/her first return to work drug/alcohol test, the employee shall be returned to rehabilitation and afforded one more opportunity to pass a return to work, drug/alcohol test. In the event that the employee fails his/her second return to work, drug/alcohol test, the employee shall be subject to discipline up to and including termination of employment.

Any refusal to participate in treatment shall result in the discharge of the employee.

The parties agree that the grievance procedure shall not be utilized to challenge a positive drug or alcohol test result.

**49.11** An alcohol level of .03 or greater shall be considered a positive test result. An employee with an alcohol level of .01 to less than .03 will be relieved of duty; in such event the employee may, if s/he chooses, use some form of accumulated leave or leave without pay to cover the balance of his/her absence from the remainder of the shift.

The drugs tested for shall be those comprising the standard DOT 5 panel screen, namely, marijuana (THC), cocaine, amphetamines, phencyclidine (PCP), and opiates including heroin, oxycontin, and oxycodone. Standard cutoffs shall be used in

determining whether or not an employee has a positive test result. Standard cutoffs and the drug tested for may change by agreement of the parties.

An employee who has a valid prescription for medication and who receives a positive test result shall bring such prescription to the attention of the MRO.

**49.12** Any test conducted pursuant to this policy will be conducted while the employee is on duty and shall be conducted without loss of pay to the employee. The Employer shall bear the costs of testing pursuant to this policy.

Employees who are out of work due to an on-the-job injury may be required to be available for drug/alcohol testing if they are medically cleared to take such test.

Except as otherwise provided in this Drug/Alcohol policy, the Employer shall bear all costs associated with the alcohol/drug testing of its employees.

**49.13** Should any portion of this Alcohol/Drug Policy be held unlawful by any court of competent jurisdiction within Massachusetts, the remaining provisions of this Policy shall remain enforceable provided that the portion struck down does not so cripple the policy as to make it dysfunctional. The parties agree to try to negotiate a substitute provision for any provision struck down.

**49.14** At the Employer's option, within sixty (60) days of the effective date of this contract each member of the bargaining unit shall submit to a drug/alcohol test. This shall be a one-time event only and shall not be repeated during the life of this collective bargaining agreement. No bargaining unit member shall lose any pay during the administration of this particular test.

## **ARTICLE 50**

### **DURATION AND TERMINATION**

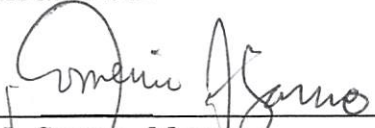
**50.01** The Employer and the Union agree that this Agreement will continue in full force and effect until Midnight **June 30, 2017**, and thereafter, shall automatically renew itself for successive terms of one (1) year each, unless subsequent to January 1,


of any such renewal year, either the Employer or the Union shall have given the other side written notice terminating the Agreement, upon expiration of the initial or renewal term or requesting modification to the existing Agreement, in which case, not later than thirty (30) days following receipt of either of the aforesaid notices, the parties shall enter into negotiations for formation of a new Agreement or modification which shall be for the period commencing the next succeeding July 1. If no new Agreement or modification has been signed prior to said date, this Agreement will remain in full force and effect until such signing, provided, however, that this Agreement shall terminate on said June 30 in the event that any petition is filed, pursuant to law, seeking to establish as the collective bargaining agent for employees covered by this Agreement any agent other than Local 648, International Association of Fire Fighters, A.F.L.-CIO.

**50.02** Should negotiations looking toward a new Agreement or modification continue beyond the termination date of this Agreement or any extension of the Agreement or any automatically renewable period, all economic benefits and equity adjustments contained in this Agreement shall continue until superseded by provisions negotiated as a part of the new Agreement or supplement to the then-existing Agreement and such superseding provisions may, to the extent permitted by law, be retroactive to July 1, of the fiscal year in which such new Agreement or supplement to an existing Agreement is executed by the parties thereto.

IN WITNESS WHEREOF, the CITY OF SPRINGFIELD has caused its corporate seal to be hereto affixed and these presents to be signed in its name and on its behalf by **DOMENIC J. SARNO**, its Mayor and **TIMOTHY J. PLANTE**, Chief Administrative and Financial Officer and the SPRINGFIELD ASSOCIATION OF FIRE FIGHTERS, LOCAL UNION NO. 648, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO, has caused these presents to be signed in its name and on its behalf by its officer duly authorized this \_\_\_\_ day of \_\_\_\_\_, 2017 at SPRINGFIELD, MASSACHUSETTS.

**CITY OF SPRINGFIELD**

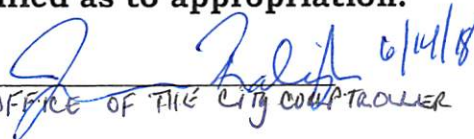
By:   
Domenic J. Sarno, Mayor

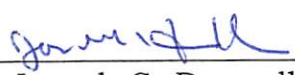
By:   
Timothy J. Plante, CAFO

**LOCAL 648, IAFF**

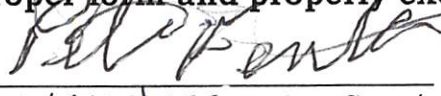
By:   
Drew Piemonte, President

*lu* **Certified as to appropriation:** *NA*

By:   
OFFICE OF THE CITY COMPTROLLER

By:   
Joseph G. Donnellan,  
Counsel to Local 648 IAFF

**In proper form and properly executed:**

By:   
LAW DEPT.

Reviewed by:



**APPENDIX A**

The regular work week, by schedule and number of hours of work week per tour and per week, for Employees assigned to fire fighting duties and as Fire Alarm Operators, as described in Paragraph 11.01 shall be:

**WORK SCHEDULE**

<u>Week</u>	<u>S</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>TH</u>	<u>F</u>	<u>S</u>	<u>Hours</u>
1	D	D	N	N	O	O	O	48
2	O	D	D	N	N	O	O	48
3	O	O	D	D	N	N	O	48
4	O	O	O	D	D	N	N	48
5	O	O	O	O	D	D	N	34
6	N	O	O	O	O	D	D	34
7	N	N	O	O	O	O	D	38
8	D	N	N	O	O	O	O	38

D = Day Tour  
8:00 a.m. - 6:00 p.m.,

N = Night Tour  
6:00 p.m. - 8:00 a.m.  
(Of next succeeding day)

O = Off Duty

**EXHIBIT A**

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO  
LOCAL 648, SPRINGFIELD, MASSACHUSETTS**

**EMPLOYEE'S STATEMENT OF GRIEVANCE**

Date Submitted:

Employee's Name:

Employee's Division or  
Station and Group

Statement of Grievance (including date, location, personnel involved and details of incident):

Copies submitted to:

Station Steward (name):

Union Secretary-Treasurer (name):

Commissioner of Department (name):

Signature of Employee: \_\_\_\_\_

## EXHIBIT B

November 6, 1981

Louis A. Thouin, President  
Local 648, IAFF, AFL-CIO  
14 Norman Street  
Springfield, MA 01104

Re: City of Springfield and Springfield Association of Fire Fighters Local  
Union No. 648, 1981-1982 Collective Bargaining Agreement-  
Clarification of Paragraph 45.02

Dear Mr. Thouin:

This will confirm the understanding and agreement reached at the collective bargaining table with respect to the proper interpretation of the language of Paragraph 45.02 and which relates to the temporary transfers of members of the bargaining unit.

When an employee is temporarily transferred he shall be entitled to compensation as provided in the agreement for the first ten tours of duty in the transferred capacity even though his original temporary assignment shall have been announced to be for a period in excess of ten consecutive tours and, in fact, is effective for more than ten consecutive tours. He shall not be entitled to compensation after the tenth of such tours so worked in a transferred capacity.

Very truly yours,

James E. Dowd,  
City Solicitor

## Exhibit B-1

### LOCAL 648 BEGIN 7-1-2016

Title	Step	%	Range	Base	Diff	Gross	Hourly Rate	Day Holiday	Night Holiday	Day Callback	Night Callback	Detail	Acting
2320			13.60										
<b>FIRE FIGHTER</b>	<b>1</b>	0		\$ 1,001.54	\$ 72.24	\$ 1,073.78	\$ 25.5662	\$ 127.83	\$ 281.23	\$ 383.49	\$ 536.89	\$ 7.00	\$ 20.00
		1				\$ 1,084.52	\$ 25.8219	\$ 129.11	\$ 284.04	\$ 387.33	\$ 542.26	\$ 7.00	\$ 20.00
		2				\$ 1,095.26	\$ 26.0775	\$ 130.39	\$ 286.85	\$ 391.16	\$ 547.63	\$ 7.00	\$ 20.00
	<b>2</b>	0		\$ 1,111.39	\$ 72.24	\$ 1,183.63	\$ 28.1817	\$ 140.91	\$ 310.00	\$ 422.73	\$ 591.82	\$ 7.00	\$ 20.00
		1				\$ 1,195.47	\$ 28.4635	\$ 142.32	\$ 313.10	\$ 426.95	\$ 597.73	\$ 7.00	\$ 20.00
		2				\$ 1,207.30	\$ 28.7453	\$ 143.73	\$ 316.20	\$ 431.18	\$ 603.65	\$ 7.00	\$ 20.00

Title	Step	%	Range	Base	Diff	Gross	Hourly Rate	Day Holiday	Night Holiday	Day Callback	Night Callback	Detail	Acting
2325			17.10										
<b>LIEUTENANT</b>	<b>1</b>	0		\$ 1,312.16	\$ 78.73	\$ 1,390.89	\$ 33.1164	\$ 165.58	\$ 364.28	\$ 496.75	\$ 695.44	\$ 7.00	\$ 25.00
		1				\$ 1,404.80	\$ 33.4476	\$ 167.24	\$ 367.92	\$ 501.71	\$ 702.40	\$ 7.00	\$ 25.00
		2				\$ 1,418.71	\$ 33.7787	\$ 168.89	\$ 371.57	\$ 506.68	\$ 709.35	\$ 7.00	\$ 25.00

Title	Step	%	Range	Base	Diff	Gross	Hourly Rate	Day Holiday	Night Holiday	Day Callback	Night Callback	Detail	Acting
2330			20.20										
<b>CAPTAIN</b>	<b>1</b>	0		\$ 1,517.54	\$ 86.50	\$ 1,604.04	\$ 38.1914	\$ 190.96	\$ 420.11	\$ 572.87	\$ 802.02	\$ 7.00	\$ 30.00
		1				\$ 1,620.08	\$ 38.5733	\$ 192.87	\$ 424.31	\$ 578.60	\$ 810.04	\$ 7.00	\$ 30.00
		2				\$ 1,636.12	\$ 38.9553	\$ 194.78	\$ 428.51	\$ 584.33	\$ 818.06	\$ 7.00	\$ 30.00

Title	Step	%	Range	Base	Diff	Gross	Hourly Rate	Day Holiday	Night Holiday	Day Callback	Night Callback	Detail	Acting
6470			13.50										
<b>FIRE APP REPAIR</b>	<b>1</b>	0		\$ 960.40	\$ 70.65	\$ 1,031.05	\$ 27.4947						
		1				\$ 1,041.36	\$ 27.7696						
		2				\$ 1,051.67	\$ 28.0446						
	<b>2</b>	0		\$ 1,086.92	\$ 70.65	\$ 1,157.57	\$ 30.8685						
		1				\$ 1,169.15	\$ 31.1772						
		2				\$ 1,180.72	\$ 31.4859						

Title	Step	%	Range	Base	Diff	Gross	Hourly Rate	Day Holiday	Night Holiday	Day Callback	Night Callback	Detail	Acting
6477			15.80										
<b>WORKING FOREMAN</b>	<b>1</b>	0		\$ 1,205.42	\$ 75.94	\$ 1,281.36	\$ 34.1696						
		1				\$ 1,294.18	\$ 34.5113						
		2				\$ 1,306.99	\$ 34.8530						

Title	Step	%	Range	Base	Diff	Gross	Hourly Rate	Day Holiday	Night Holiday	Day Callback	Night Callback	Detail	Acting
2308, 2358			18.30										
<b>ASST FIRE PREVENTION</b>	<b>1</b>	0		\$ 1,398.48	\$ 81.11	\$ 1,479.59	\$ 39.4558						
		1				\$ 1,494.39	\$ 39.8503						
		2				\$ 1,509.18	\$ 40.2449						