

MEMORANDUM OF AGREEMENT

Between

CITY OF SPRINGFIELD

And

SPRINGFIELD FIRE CHIEFS ASSOCIATION

The parties agree to amend their present agreement regarding Article 25 Salaries and Article 33 Duration. The below salary increases are applicable to the present members of the Springfield Fire Department Chiefs Association or to those who have retired since June 30, 2003.

Unit members who were promoted from IAFF Local #648 into the FCA will have their retroactive increases split; subject to the time served in each respective bargaining unit.

The parties agree to amend Article 25 Salaries as follows:

Deleting

Contract One

Effective 0800 July 1, 2005 increase wage schedule two (2%) percent
Effective 0800 June 1, 2006 increase wage schedule two (2%) percent
Effective 0800 July 1, 2007 increase wage schedule two (2%) percent

Contract Two

Effective 0800 July 1, 2008 increase wage schedule one point five (1.5%) percent
Effective 0800 July 1, 2009 increase wage schedule one point five (1.5%) percent
Effective 0800 July 1, 2010 increase wage schedule one point five (1.5%) percent

Contract Three

Effective 0800 July 1, 2011 increase wage schedule two (2%) percent

Signing Bonus -- of One Thousand (\$1,000) Dollars with the amount paid will be applied to below wage increases.

And Replacing it With:

Contract One

Effective 0800 June 30, 2003 increase wage schedule three (3%) percent
Effective 0800 July 1, 2003 increase wage schedule zero (0%) percent
Effective 0800 June 1, 2004 increase wage schedule zero (0%) percent
Effective 0800 July 1 2005 increase wage schedule two (2%) percent

Contract Two

Effective 0800 July 1, 2006 increase wage schedule two and one half (2.5%) percent
Effective 0800 July 1, 2007 increase wage schedule two and one half (2.5%) percent
Effective 0800 July 1, 2008 increase wage schedule two and one half (2.5%) percent

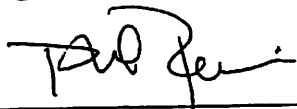
Contract Three

Effective 0800 July 1, 2009 increase wage schedule two and one half (2.5%) percent
Effective 0800 July 1, 2010 increase wage schedule two and one half (2.5%) percent
Effective 0800 July 1, 2011 increase wage schedule two and one half (2.5%) percent

The Duration Article 33 for the Collective Bargaining Agreements will be amended to:

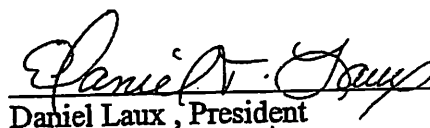
July 1, 2003 to June 30, 2006
July 1, 2006 to June 30, 2009
July 1, 2009 to June 30, 2012

**For the City of Springfield/
Springfield Finance Control Board**



**Philip Puccia, Executive Director
Springfield Finance Control Board**

**Fire Chiefs Association
of Springfield**



Daniel Laux, President

Date December 7, 2006

Fire Chief Association

Fire Chiefs Association

Wage Schedule 07

Weekly Rates of Pay

42 Hr work week

Rates effective July 1 2003 -

based on a three percent raise

Title	Step	Range	Base	Diff	Gross	Hourly Rate	Day Holiday	Night Holiday	Day Callback	Night Callback	Detail	Acting
2380		23.4										
District Fire Chief	1		\$1,588.22	\$90.53	\$1,678.75	\$39.9702	\$199.85	\$439.67	\$599.55	\$839.37	\$7.00	\$30.00
District Fire Chief*		HZ	\$1,619.36	\$92.30	\$1,711.66	\$40.7539	\$203.77	\$448.29	\$611.31	\$855.83	\$7.00	\$30.00
Title	Step	Range	Base	Diff	Gross	Hourly Rate	Day Holiday	Night Holiday	Day Callback	Night Callback	Detail	Acting
2310/2340		23.2										
Alarm/Repair	1		\$1,479.28	\$84.32	\$1,563.60	\$37.2285	\$186.14	\$409.51	\$558.43	\$781.80	\$7.00	\$30.00
Supervisor												

* Incident Commander Stipend

Fire Chief Association

Wage Schedule 07

Weekly Rates of Pay

Fire Chiefs Association

Rates effective July 1 2005 -

Based on a 2% raise

42 Hr work week

Title	Step	Range	Base	Diff	Gross	Hourly Rate	Day Holiday	Night Holiday	Day Callback	Night Callback	Detail	Acting
2380		23.4										
District Fire Chief	1		\$ 1,619.98	\$ 92.34	\$ 1,712.32	\$ 40.7696	\$ 203.85	\$ 448.47	\$ 611.54	\$ 856.16	\$ 7.00	\$ 30.00
District Fire Chief*		HZ	\$ 1,652.38	\$ 94.19	\$ 1,746.57	\$ 41.5850	\$ 207.92	\$ 457.43	\$ 623.77	\$ 873.28	\$ 7.00	\$ 30.00
Title	Step	Range	Base	Diff	Gross	Hourly Rate	Day Holiday	Night Holiday	Day Callback	Night Callback	Detail	Acting
2310/2340		23.2										
Alarm/Repair Supervisor	1		\$ 1,508.87	\$ 86.01	\$ 1,594.88	\$ 37.9732	\$ 189.87	\$ 417.71	\$ 569.60	\$ 797.44	\$ 7.00	\$ 30.00

* Incident Commander Stipend

Fire Chief Association

Wage Schedule 07

Weekly Rates of Pay

Fire Chiefs Association

Rates effective July 1 2007 -

Based on a 2.5% raise

42 Hr work week

Title	Step	Range	Base	Diff	Gross	Hourly Rate	Day Holiday	Night Holiday	Day Callback	Night Callback	Detail	Acting
2380		23.4										
District Fire Chief	1		\$ 1,701.99	\$97.01	\$ 1,799.00	\$42.8334	\$ 214.17	\$ 471.17	\$ 642.50	\$ 899.50	\$ 7.00	\$30.00
District Fire Chief*			\$ 1,736.03	\$98.95	\$ 1,834.98	\$43.6901	\$ 218.45	\$ 480.59	\$ 655.35	\$ 917.49	\$ 7.00	\$30.00
Title	Step	Range	Base	Diff	Gross	Hourly Rate	Day Holiday	Night Holiday	Day Callback	Night Callback	Detail	Acting
2310/2340		23.2										
Alarm/Repair Supervisor	1		\$ 1,585.25	\$ 90.36	\$ 1,675.61	\$39.8955	\$ 199.48	\$ 438.85	\$ 598.43	\$ 837.80	\$ 7.00	\$30.00

* Incident Commander Stipend

Fire Chief Association

Wage Schedule 07

Weekly Rates of Pay

Fire Chiefs Association

Rates effective July 1 2008 -

Based on a 2.5% raise

42 Hr work week

Title	Step	Range	Base	Diff	Gross	Hourly Rate	Day Holiday	Night Holiday	Day Callback	Night Callback	Detail	Acting
2380		23.4										
District Fire Chief	1		\$ 1,744.54	\$ 99.44	\$ 1,843.98	\$43.9043	\$ 219.52	\$ 482.95	\$ 658.56	\$ 921.99	\$ 7.00	\$30.00
District Fire Chief*		HZ	\$ 1,779.43	\$ 101.43	\$ 1,880.86	\$44.7823	\$ 223.91	\$ 492.61	\$ 671.73	\$ 940.43	\$ 7.00	\$30.00
Title	Step	Range	Base	Diff	Gross	Hourly Rate	Day Holiday	Night Holiday	Day Callback	Night Callback	Detail	Acting
2310/2340		23.2										
Alarm/Repair Supervisor	1		\$ 1,624.88	\$ 92.62	\$ 1,717.50	\$40.8928	\$ 204.46	\$ 449.82	\$ 613.39	\$ 858.75	\$ 7.00	\$30.00

* Incident Commander Stipend

Fire Chief Association

Wage Schedule 07

Weekly Rates of Pay

42 Hr work week

Fire Chiefs Association

Rates effective July 1 2009 -

Based on a 2.5% raise

Title	Step	Range	Base	Diff	Gross	Hourly Rate	Day Holiday	Night Holiday	Day Callback	Night Callback	Detail	Acting
2380		23.4										
District Fire Chief	1		\$ 1,788.15	\$ 101.92	\$ 1,890.07	\$45.0018	\$ 225.01	\$ 495.02	\$ 675.03	\$ 945.04	\$ 7.00	\$ 30.00
District Fire Chief*		HZ	\$ 1,832.85	\$ 104.47	\$ 1,937.32	\$46.1267	\$ 230.63	\$ 507.39	\$ 691.90	\$ 968.66	\$ 7.00	\$ 30.00
Title	Step	Range	Base	Diff	Gross	Hourly Rate	Day Holiday	Night Holiday	Day Callback	Night Callback	Detail	Acting
2310/2340		23.2										
Alarm/Repair Supervisor	1		\$ 1,665.51	\$ 94.93	\$ 1,760.44	\$41.9153	\$ 209.58	\$ 461.07	\$ 628.73	\$ 880.22	\$ 7.00	\$ 30.00

* Incident Commander Stipend

Fire Chief Association

Wage Schedule 07

Weekly Rates of Pay

Fire Chiefs Association

Rates effective July 1 2010 -

Based on a 2.5% raise

42 Hr work week

Title	Step	Range	Base	Diff	Gross	Hourly Rate	Day Holiday	Night Holiday	Day Callback	Night Callback	Detail	Acting
2380		23.4										
District Fire Chief	1		\$1,832.36	\$104.44	\$1,936.80	\$46.1144	\$230.57	\$507.26	\$691.72	\$968.40	\$7.00	\$30.00
District Fire Chief*			\$1,869.51	\$106.56	\$1,976.07	\$47.0493	\$235.25	\$517.54	\$705.74	\$988.04	\$7.00	\$30.00
Title	Step	Range	Base	Diff	Gross	Hourly Rate	Day Holiday	Night Holiday	Day Callback	Night Callback	Detail	Acting
2310/2340		23.2										
Alarm/Repair	1		\$1,707.14	\$97.31	\$1,804.45	\$42.9630	\$214.82	\$472.59	\$644.45	\$902.22	\$7.00	\$30.00
Supervisor												

* Incident Commander Stipend

Fire Chief Association

Wage Schedule 07

Weekly Rates of Pay

Fire Chiefs Association

Rates effective July 1 2011 -

42 Hr work week

Based on a 2.5% raise

Title	Step	Range	Base	Diff	Gross	Hourly Rate	Day Holiday	Night Holiday	Day Callback	Night Callback	Detail	Acting
2380		23.4										
District Fire Chief	1		\$1,878.69	\$ 107.09	\$ 1,985.78	\$47.2804	\$ 236.40	\$ 520.08	\$ 709.21	\$ 992.89	\$ 7.00	\$ 30.00
District Fire Chief*		HZ	\$1,916.26	\$ 109.23	\$ 2,025.49	\$48.2259	\$ 241.13	\$ 530.48	\$ 723.39	\$ 1,012.74	\$ 7.00	\$ 30.00
Title	Step	Range	Base	Diff	Gross	Hourly Rate	Day Holiday	Night Holiday	Day Callback	Night Callback	Detail	Acting
2310/2340		23.2										
Alarm/Repair Supervisor	1		\$1,749.82	\$ 99.74	\$ 1,849.56	\$44.0371	\$ 220.19	\$ 484.41	\$ 660.56	\$ 924.78	\$ 7.00	\$ 30.00

* Incident Commander Stipend

f

MEMORANDUM OF AGREEMENT

Between

CITY OF SPRINGFIELD

And

SPRINGFIELD FIRE CHIEFS ASSOCIATION

The parties agree to new Collective Bargaining agreements as follows: One contract will cover the period from July 1, 2005 to June 30, 2008, the second contract will cover the period from July 1, 2008 to June 30, 2011, the third contract will cover the period from July 1, 2011 to June 30, 2012. The Union agrees to endorse and promote special legislation regarding the contract term if necessary. The present agreement between the parties will be amended to incorporate the following changes:

- (1) **Signing Bonus** - Effective 0800 July 1, 2005 all unit members will receive a one time Signing Bonus of one thousand (\$1,000) dollars. Payment will be made the first pay period after ratification.

- (2) **Article 25 Salaries**

Contract One

Effective 0800 July 1, 2005 increase wage schedule two (2%) percent.
Effective 0800 July 1, 2006 increase wage schedule two (2%) percent
Effective 0800 July 1, 2007 increase wage schedule two (2%) percent

Contract Two

Effective 0800 July 1, 2008 increase wage schedule one point five (1.5%) percent
Effective 0800 July 1, 2009 increase wage schedule one point five (1.5%) percent
Effective 0800 July 1, 2010 increase wage schedule one point five (1.5%) percent

Contract Three

Effective 0800 July 1, 2011 increase wage schedule two (2%) percent

- (3) **Article 25 Salaries**

The Union agrees to waive and forego any claim, grievance, arbitration or appeal regarding wage/step increases from the prior collective bargaining agreement.

(4) Article 11 Insurance

The Union agrees to the Health Insurance Plan implemented by the City of Springfield on April 1, 2005. The union agrees to waive and forego any claim, grievance, arbitration or appeal regarding the change in health insurance benefits implemented April 1, 2005

(5) Article 1 Recognition

Effective July 1, 2005 the parties agree to delete *Fire Prevention Supervisor* from this Article and any other pertinent article.

The parties agree that effective July 1, 2005 this position will no longer be part of the FCA bargaining unit but will remain within civil service. It can be filled with any eligible officer pursuant to the rules and regulations. For future vacancies, District Chiefs who so desire may be considered for the position. It will remain a non-bargaining position regardless of the previous affiliation of the person filling the position. It is understood by all parties that the current Fire Prevention Supervisor, John Cossaboom will assume the position of Director of Fire Prevention as a non-bargaining employee.

(6) New Article - Injured Leave and Return to Work

Any employee claiming injury leave will provide the following information to the Chief:

- A. Documentation for the incident required by the City, causing injury and any witnesses, per department rules and rules and regulations,
- B. As determined by the Chief acceptable evidence of incapacitation from a physician qualified to make such determination per department rules and regulations, per department rules and regulations,
- C. Cooperation and opportunity for the City to medically evaluate the employee, as necessary, and,
- D. A medical release limited to the injury but not limited in time.

Injuries and/or illness sustained in the performance of duty and accepted under the Provisions of M. G. L. Chapter 41, Section 100, shall be handled in accordance with M.G.L. Chapter 41, Section 111F, or M.G.L. Chapter 152, whichever is applicable.

If after missing the two (2) consecutive working shifts, or six (6) working shifts in a twelve month period including the two consecutive shifts, a District Chief or Fire Supervisor out I.O.D.

and unable to return to full duty status, will select one of the City's Independent Medical Examiners who will examine the District Chief/Supervisor to determine his/her fitness to perform light/limited duty.

The determination of a City designated Examining Physician shall be binding on all parties, but in no instance shall be detrimental to the recovery of the District Chief or Supervisor. The City Doctor shall review all relevant medical documents from the District Chief/Supervisor's treating physician and/or specialist. If indicated, such light duty shall be effective immediately, or if it is not indicated, the District Chief/Supervisor may continue to be carried on Injured on Duty (I.O.D.) status.

In the event the District Chief/Supervisor is assigned to light duty, such light duty shall not interfere with ongoing medical treatment. District Chief/Supervisor's on light duty will be permitted to receive required medical treatment during assigned duty hours if necessary.

District Chief/Supervisor on I.O.D. or light duty status shall not be required to engage in any activity detrimental to his/her recovery.

Normally, Limited/Light duty assignments shall not affect the shift assignments of other members. Limited/Light duty assignments are not of permanent duration and shall not normally continue longer than one (1) year.

It is understood by the parties that this provision is not intended to be used as a means of punishment. The Chief will not require a District Chief/Supervisor to report for light duty and sit idly by if there is no legitimate work available, as determined solely by the Fire Chief. The parties understand that benefits will not accrue while a union member is out on injured on duty status.

The Department will not hold employees on light duty accountable for not responding in emergency situations, if they are prevented from doing so by the injury necessitating light duty.

Light/Limited duty tasks shall include at least the following:

1. Dispatching
2. Training (non-physical) /teaching
3. General Administrative Duties commensurate with District Chief classification
4. Computer Operations
5. Fire Prevention Duties
6. Any other position to which the Chief and the Union agree is appropriate.

Unit Members will not be evaluated while on light duty.

(7) New Article 32 Evaluation Procedure

PERSONNEL EVALUATIONS

A. Evaluations

1. Each Bargaining Unit Member will annually be evaluated, but in no event shall the District Chief/Supervisor be evaluated after having been in the position less than six months. Evaluations will be performed by the Chief or his designee. District Chiefs and Supervisors will be rated on such items as:
 - a. Quality and Completion of Work
 - b. Work Habits
 - c. Work Attitudes
 - d. Working Relationships with Others
 - e. Supervisory Ability
2. Following the evaluation of any District Fire Chief or Supervisor, the evaluator shall meet with the employee to discuss the evaluation report. The meeting shall be at the mutual convenience of the District Chief or Supervisor and the evaluator within ten (10) days following the evaluation. Such meeting will take place on duty.
3. After the discussion, the District Fire Chief or Supervisor shall sign the report, but the employee's signature does not necessarily indicate agreement with the contents. The District Chief/Supervisor shall also have the right to make a written reply, which shall be incorporated into the report.
4. A copy of each evaluation report shall be filed in the District Chief/Supervisor's personnel file and a copy provided to the employee upon request.
5. An unsatisfactory evaluation may be grieved, but only on the grounds of that the evaluation was conducted arbitrarily, capriciously or in a retaliatory manner.
6. Unit Members will not be evaluated while on light duty.

B. Rating and Disciplinary Action

The District Chief/Supervisory will be notified in advance in writing of the purpose of a meeting with the Chief in cases where an evaluation and/or disciplinary action is contemplated, in accordance with the Department's policies of progressive discipline. Association members shall have the right to have union representatives in attendance when they are evaluated. But Union representatives shall not participate in the evaluation process. Nothing in this section shall be construed to diminish existing rights under Chapter 31.

(8) New Article 33 Drug and Alcohol Testing Policy

In order to promote a safe and healthy work environment for all employees the Springfield Fire Department has established a drug and alcohol testing policy. Employers who receive federal grants are required to maintain a drug free workplace under the Drug-Free Work Place Act of 1988. The program shall be administered as follows:

1. Reasonable suspicion shall be the standard used to determine if an employee should be given a drug and alcohol test. Reasonable suspicion is apparent when some specific and articulable fact exists that create an objective basis for suspecting an employee has been consuming drugs or alcohol and, as such, is unfit for duty. Upon determination of reasonable suspicion by the Chief or designee, the suspected employee shall take an alcohol and drug test. If during the term of this agreement the Fire Chief or his designee deems it necessary, after notice is given to the Fire Chiefs Association and the City Labor Representatives in the Law Department, the Fire Department, can implement random drug testing for unit members.
2. Some factors and observations that could lead to reasonable suspicion and result in a drug or alcohol test are the following:
 - i. The smell of alcohol or drugs emanating from the employee.
 - ii. The employee is unsteady on his/her feet.
 - iii. The employee has red or bloodshot eyes.
 - iv. The employee's speech is noticeably slurred.
 - v. The employee is in possession of any amount of drugs or alcohol.
 - vi. The employee is involved in a vehicle accident or other unsafe operation of Fire Department equipment.
3. Any employee subject to a urine screen for drugs and alcohol shall be provided a private and secured area with which to generate the sample. If there is reason to believe that the employee has provided an altered or substituted specimen, a second urine sample under direct supervision shall be required.
4. Drug test results and specimens shall be processed by a professional service contracted with the City of Springfield Fire Department. All controlled substances currently considered illegal to possess under Massachusetts law shall be the subject of any urine test.
5. Alcohol testing shall be conducted by an independent agency or by a police department on their breath test machine. The machine must be in full compliance with all Bureau of Alcohol Testing regulations. An alcohol urine screen will be processed in the same manner as a drug urine screen.

6. All results of drug and alcohol testing shall be kept completely confidential except for disciplinary proceedings.
7. Failure of a drug and alcohol test may result in disciplinary proceedings up to and including termination in accordance with Department policies and procedures on progressive discipline. Nothing in this section shall be construed to diminish existing rights under Chapter 31.
8. Failure of a drug and/or alcohol test shall result in an immediate mandatory referral to the EAP program.
9. A positive for alcohol will be reviewed in the following manner: A breath test reading of .07 BAC or lower shall be considered to be a negative test result; A reading of .08 BAC or higher shall be considered a positive test result. Any reading between .01 and .07 shall result in the removal of the employee from a safety sensitive position for a minimum of twenty-four (24) hours, and a retest showing no BAC shall be required prior to performing a safety sensitive function.

(9) **Article 8 - Vacations Article 8.09 Loose Vacation Days will read as follows:**

8.09 Any employee may elect to take up to seventeen (17) days of his allotted vacation days as loose working days and may, with the approval of the Chief, be permitted to take more than seventeen (17) loose working days.

(10) **New Article Overtime**

All employees required to work overtime shall be compensated at overtime rates for the number of hours worked, with any part of an hour in excess of thirty (30) minutes being considered a full hour for the purposes of computing overtime compensation.

(11) **New Article Clothing Allowance**

The articles of clothing presently granted to unit members by the Department shall continue to be distributed in accordance with past practice.

(12) **Article 9 Sick Leave Effective January 1, 2006**

Delete Present 9.09 "Bracket Money" and replace with the following "Perfect Attendance" language:

Employees who took no sick leave time in the prior calendar year will be entitled to a Perfect Attendance bonus of one (\$1,000) thousand dollars. Employees who took no more than one (1) sick leave day in the prior calendar year will be entitled to a

seven hundred (\$700.00) dollar bonus. Payments for this benefit will be made the first payroll the following February (i.e. February 2007 for the calendar year 2006).

(Article 9.10 9.11 will remain as is)

(13) **Article 25 Salaries**

- (a) All members of the Association who are not presently in Step 4 will be placed in Step 4 upon ratification .
- (b) The parties agree to delete Step 3 (i.e. the first step). This will result in a pay plan with only one step (present Step 4)

For the City of Springfield



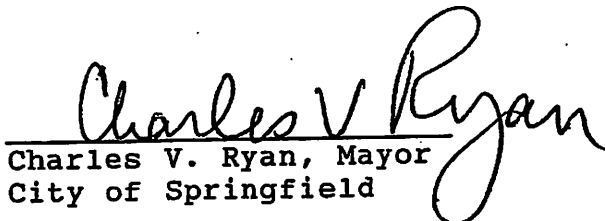
Philip Puccia, Executive Director
Springfield Finance Control Board

**Fire Chiefs Association
of Springfield**



James McQuade, President,

Date July, 18 2005



Charles V. Ryan, Mayor
City of Springfield

AGREEMENT

BETWEEN

THE CITY OF SPRINGFIELD

AND

FIRE CHIEFS ASSOCIATION OF SPRINGFIELD

EFFECTIVE DATE:

July 1, 2000

TERMINATION DATE:

June 30, 2003

NOTIFICATION DATE:

October 1, 2002

FIRE CHIEFS ASSOCIATION OF SPRINGFIELD
TABLE OF CONTENTS

ARTICLE	1	RECOGNITION	1
ARTICLE	2	ASSOCIATION REPRESENTATION	2
ARTICLE	3	GRIEVANCE PROCEDURE	2
ARTICLE	4	NON-DISCRIMINATION	4
ARTICLE	5	DISCIPLINARY ACTION	4
ARTICLE	6	DISTRICT CHIEF COVERAGE - ASSIGNMENT TO DISTRICT CHIEF VACANCIES	4
ARTICLE	7	HOLIDAYS	5
ARTICLE	8	VACATION	6
ARTICLE	9	SICK LEAVE	9
ARTICLE	10	BEREAVEMENT LEAVE	13
ARTICLE	11	INSURANCE	13
ARTICLE	12	UNIFORM ALLOWANCE	14
ARTICLE	13	ASSOCIATION ACTIVITIES	14
ARTICLE	14	MANAGEMENT RIGHTS	15
ARTICLE	15	SAVINGS CLAUSE	16
ARTICLE	16	PERSONAL LIABILITIES	16
ARTICLE	17	INDEMNIFICATION	16
ARTICLE	18	PROTECTION OF WORK OPPORTUNITIES	16
ARTICLE	19	EFFECT OF COURT DECREE	17
ARTICLE	20	HOURS OF EMPLOYMENT - EMERGENCY LEAVE	17
ARTICLE	21	REORGANIZATION	19
ARTICLE	22	RESIDENCY-REQUIREMENTS	20
ARTICLE	23	AGENCY SERVICE FEE	20
ARTICLE	24	SALARIES	21
ARTICLE	25	FUNERAL - RETIREE MEDICAL EXPENSES	24
ARTICLE	26	PROMOTIONAL VACANCIES	24
ARTICLE	27	EDUCATIONAL INCENTIVE COMPENSATION	25
ARTICLE	28	LONGEVITY	28
ARTICLE	29	LABOR MANAGEMENT MEETINGS	28
ARTICLE	30	MISCELLANEOUS	28
ARTICLE	31	DURATION AND TERMINATION	29
		SIGNATURE PAGE	30
		WAGE SCALE	

AGREEMENT

BETWEEN

THE CITY OF SPRINGFIELD

AND

FIRE CHIEFS ASSOCIATION OF SPRINGFIELD

EFFECTIVE DATE:
TERMINATION DATE:
NOTIFICATION DATE:

July 1, 2000
June 30, 2003
October 1, 2002

FIRE CHIEFS ASSOCIATION OF SPRINGFIELD
TABLE OF CONTENTS

ARTICLE	1	RECOGNITION	1
ARTICLE	2	ASSOCIATION REPRESENTATION	2
ARTICLE	3	GRIEVANCE PROCEDURE	2
ARTICLE	4	NON-DISCRIMINATION	4
ARTICLE	5	DISCIPLINARY ACTION	4
ARTICLE	6	DISTRICT CHIEF COVERAGE - ASSIGNMENT TO DISTRICT CHIEF VACANCIES	4
ARTICLE	7	HOLIDAYS	5
ARTICLE	8	VACATION	6
ARTICLE	9	SICK LEAVE	9
ARTICLE	10	BEREAVEMENT LEAVE	13
ARTICLE	11	INSURANCE	13
ARTICLE	12	UNIFORM ALLOWANCE	14
ARTICLE	13	ASSOCIATION ACTIVITIES	14
ARTICLE	14	MANAGEMENT RIGHTS	15
ARTICLE	15	SAVINGS CLAUSE	16
ARTICLE	16	PERSONAL LIABILITIES	16
ARTICLE	17	INDEMNIFICATION	16
ARTICLE	18	PROTECTION OF WORK OPPORTUNITIES	16
ARTICLE	19	EFFECT OF COURT DECREE	17
ARTICLE	20	HOURS OF EMPLOYMENT - EMERGENCY LEAVE	17
ARTICLE	21	REORGANIZATION	19
ARTICLE	22	RESIDENCY-REQUIREMENTS	20
ARTICLE	23	AGENCY SERVICE FEE	20
ARTICLE	24	SALARIES	21
ARTICLE	25	FUNERAL - RETIREE MEDICAL EXPENSES	24
ARTICLE	26	PROMOTIONAL VACANCIES	24
ARTICLE	27	EDUCATIONAL INCENTIVE COMPENSATION	25
ARTICLE	28	LONGEVITY	28
ARTICLE	29	LABOR MANAGEMENT MEETINGS	28
ARTICLE	30	MISCELLANEOUS	28
ARTICLE	31	DURATION AND TERMINATION	29
		SIGNATURE PAGE	30
		WAGE SCALE	

AGREEMENT
BETWEEN
CITY OF SPRINGFIELD
AND
FIRE CHIEFS ASSOCIATION OF SPRINGFIELD

PREAMBLE: This Agreement made by and between the CITY OF SPRINGFIELD, MASSACHUSETTS, hereinafter called the Employer, and FIRE CHIEFS ASSOCIATION OF SPRINGFIELD, hereinafter called the Association, has as its purposes promotion of harmonious relations between the City and the Association, the establishment of an equitable and peaceful procedure for the resolution of differences arising between them concerning the terms of this Agreement and to set forth in this Agreement covering rates of pay, hours of work, and other conditions of employment to be observed between the parties hereto.

ARTICLE 1

RECOGNITION: The Employer recognizes the Association as the sole and exclusive bargaining agent for the purpose of collective bargaining as to salaries, wages, hours, and other conditions of employment for all supervisory personnel in the rank of Superintendent of Fire Alarm, Fire Prevention Supervisor, Fire Repair Supervisor, and District Chief in the Fire Department of Springfield, Massachusetts.

CHAPTER 656:

This collective bargaining agreement shall be subject to, and incorporate the provisions of Section 6 of Chapter 656 of the Acts of 1989, so long as said Section 6 shall require that all collective bargaining agreements entered into by the City or School Department be subject to and incorporate the provisions of said Section 6.

ARTICLE 2

ASSOCIATION REPRESENTATION:

2.01 The Association agrees that it shall act as the exclusive bargaining agent for all employees covered by this Agreement and shall act, represent and negotiate agreements and bargain collectively for all employees within the bargaining unit, and shall be responsible for representing the interests of such employees without discrimination and without regard to whether or not said employees are Association members.

2.02 The Employer will deal with the authorized representatives of the Association with respect to matters pertaining to the administration of the provisions of this Agreement. To the extent provided in this Article, the Employer will deal with the accredited representatives with respect to grievances. The Association shall, as soon as possible, after the execution of this Agreement, furnish the Employer in writing, the names of its authorized representatives with whom the Employer will be requested to deal, as provided by this section. The Association shall promptly notify the Employer, in writing, of any changes in the identity of its authorized representatives.

2.03 There shall be no more than three (3) representatives. The names of three (3) alternates shall also be submitted. The alternates shall serve only in the absence of a representative. The Employer agrees to allow not more than three (3) members of the Association to attend contract negotiations meeting during their on-duty hours without loss of pay.

2.04 The above shall be granted reasonable time during the working hours to investigate and settle grievances, but only after said representative gives reasonable notice of the time required and also the nature of the grievance to the Chief of the Department.

ARTICLE 3

GRIEVANCE PROCEDURE:

3.01 An employee or the Association may file a grievance in the event of any dispute concerning solely the interpretation or application of this Agreement. Such grievant shall make a signed statement, which contains all of the essential details of said grievance including the date of occurrence.

3.02 Grievances shall be processed as follows:

STEP 1. The written grievance will be filed with the Grievance Screening Committee within ten (10) calendar days of the facts giving rise to the grievance or the grievant acquires knowledge of the facts which give rise to the grievance. The Screening Committee will be made up of three (3) members of the bargaining unit named by the Association President.

The Committee and the grievant will attempt to resolve the grievance informally. The Screening Committee shall have thirty (30) days from the date of submission of the grievance to resolve the grievance, and if the Screening Committee has not acted on the grievance within that time the grievance shall be considered not settled at Step 1.

STEP 2. If the grievance is not settled at Step 1, it shall be processed to the Chief of the Department within eight (8) calendar days from the date of the decision at the Step 1 level, or if there is no decision at Step 1, within thirty (38) days from the submission of the grievance at Step 1.

STEP 3. If the grievance is not settled within ten (10) calendar days from the date of written presentation at the Step 2 level, the grievance shall be submitted within ten (10) calendar days to the Labor Relations Department.

STEP 4. If the grievance is not settled within ten (10) calendar days from the date of presentation at the Step 3 level, the Association may submit the grievance to Arbitration. Such submission to arbitration must be made within sixty (60) calendar days after the expiration of the ten (10) calendar days referred to herein.

Within the aforesaid sixty (60) calendar days period, written notice of said submission must be given to the Employer by delivery in hand, or by mail to the office of the Mayor.

Nothing contained within this Article shall preclude the parties from meeting and settling said grievance.

3.03 The arbitrator shall be selected by mutual agreement of the parties hereto. If the parties fail to agree on a selection in the first instance, the American Arbitration Association shall be requested to provide a panel of arbitrators from which a selection shall be made in accordance with the applicable rules of said American Arbitration Association. Expenses for the arbitrator's services shall be shared equally by the parties.

3.04 Written submissions of grievances at Step 2 shall not be in less than triplicate, on forms to be agreed upon jointly, and shall be signed by the representative of the Association filing the grievances. If a grievance is adjusted at any step of the grievance procedure, the adjustment shall be noted on the grievance form and shall be signed by the Employer's representative and the Association representative reaching the adjustment. At any step of the grievance procedure where no adjustment is reached, the grievance form shall bear the notation that the grievance is unsettled, and shall be signed by the Employer's representative and the Association's representative then handling the grievance, and shall be referred to the next step in the grievance procedure as provided herein.

3.05 If at the end of twelve (12) calendar days next following either the occurrence of any grievance or the date of first knowledge of its occurrence by any employee affected by it, whichever is later, the grievance shall not have been presented at Step 1 of the procedure set forth herein, the grievance in process under such procedure shall also be deemed to have been

waived if the action required to process the said grievance with a Step or to present it to the next Step in the procedure shall not have been taken within the time specified therefor in Section 2 here above.

3.06. 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.

3.07 An arbitrator hereunder shall be without power to alter, amend, add to or detract from the language of this Agreement. The arbitrator's award shall be in writing and shall set forth his findings of fact, reasoning, and conclusion. The arbitrator shall be without power or authority to make any award which requires the commission of an act prohibited by law or ordinance of which is in conflict with the express provisions of this Agreement or any rules or regulations of the Civil Service Commission or of any retirement board established by law.

The award of the Arbitrator shall be submitted to the Employer and the Association, and subject to law, shall be final and binding upon the Employer, the Association and the aggrieved employee.

ARTICLE 4

NON - DISCRIMINATION: The Employer shall not discharge or discriminate against any person with respect to promotion, assignment or any other matter because of race, creed, color, sex, age, Association membership or Association activities, and all persons covered by the terms of this Agreement shall receive equal and full protection thereunder.

ARTICLE 5

DISCIPLINARY ACTION: No employee shall be removed, dismissed, discharged, suspended, or disciplined except as provided by law.

ARTICLE 6

DISTRICT CHIEF COVERAGE - ASSIGNMENT TO DISTRICT CHIEF VACANCIES:

6.01 For an assignment of less than two (2) weeks, the most senior Captain who volunteers. If no senior Captain volunteers, use the Civil Service District Chief promotional eligibility list.

6.02 For assignments of two (2) weeks or more, use the Civil Service District Chief promotional eligibility list.

6.03 USE OF CAPTAINS FOR DISTRICT CHIEF VACANCIES:

Two Captains could be assigned to fill in on any day tours, Monday through Friday (not including Holidays) without a District Chief on duty, provided that the Captains have received sufficient training in the responsibilities of the position. Captains will be trained by District Chiefs. On weekends, evenings, and Holidays, one District Chief would always be on duty.

ARTICLE 7

HOLIDAYS:

7.01 In lieu of compensation for the Holidays listed below, members of the bargaining unit have agreed to incorporate 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 23.

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 11th)
10. Thanksgiving Day
11. Christmas Day

7.02. 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 specified in 7.01, above, is celebrated, and 0800 of the day next following the day celebrated as a holiday, the Employer agrees to pay an amount equal five forty-seconds (5/42) for those members who work a day tour and eleven forty-seconds (11/42) of the then effective weekly compensation for those members who work a night tour.

7.03 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

No group will receive double compensation under this provision and paragraph 7.02; but individuals shall maintain their right under paragraph 7.02 compensation.

7.04 The regular weekly rate of compensation for the purposes of determining the amount due an employee under the provisions of this Article, shall be the total weekly compensation for such an employee as set forth in Article 24.

ARTICLE 8

VACATION:

8.01 Employees having more than twenty (20) years of service with the Employer, whether or not such service has been entirely with the Department, shall be granted twenty-seven (27) working days of paid vacation annually, commencing in the calendar year 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 unit members will not be eligible for these additional working tours until after January 1, 2004 with the exception of those who retire between July 1, 2003 and December 31, 2003.

8.02 Employees having more than fifteen (15) years of service with the Employer, whether or not such service has been entirely with the Department, shall be granted twenty-four (24) working days of paid vacation annually, commencing in the calendar year which such fifteen (15) years of service is attained.

Effective July 1, 2003, Increase from 24 working days to 27 working days. The parties have agreed that unit members will not be eligible for these additional working tours until after January 1, 2004 with the exception of those who retire between July 1, 2003 and December 31, 2003.

8.03 Employees having more than ten (10) years of service with the Employer, whether or not such service has been entirely with the Department, shall be granted twenty (20) working days of paid vacation annually, commencing in the calendar year 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 unit members will not be eligible for these additional working tours until after January 1, 2004 with the exception of those who retire between July 1, 2003 and December 31, 2003.

8.04 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 within the Department, shall be granted fifteen (15) working days of paid vacation annually commencing in the calendar year which such five (5) years of service is attained.

8.05 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 commencing the calendar year in which said one (1) year of service is attained.

8.06 Employees having less than one (1) year of service with 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 that 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.

Employees requesting leave in accordance with the above provisions of this section shall be granted such leave so as to conform to the presently effective Rules and Regulations of the Fire Department applicable to vacation leave.

8.07 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 this Article, shall be consistent with the present effective Rules and Regulations of the Fire Department pertaining to vacation leave.

8.08 For purposes of vacation and vacation tour selections, members of the unit will select vacation consistent with the selection process that prevailed prior to the execution of this Agreement. Each employee working on a non-rotating shifts as outlined in Article 20.01, paragraph B, 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 otherwise be scheduled to work in such week or weeks.

8.09 Any employee may elect to take up to twenty (20%) percent of his allotted vacation days as loose working days and may, with the approval of the Chief, be permitted to take more than said twenty (20%) as loose working days.

8.10 The following will govern the scheduling of loose working days of vacation for the duration of this contract:

(A) 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 choice 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 Chief.

(B) During the period of ten (10) weeks immediately preceding 8:00 a.m. on Monday on which Labor Day is celebrated and on the day tour which begins at 8:00 a.m. on Thanksgiving Day, the night tour which begins at 6:00 p.m. on December 24, and the day tour which begins on 8:00 a.m. on December 25, not less than one (1) Employee of the bargaining unit shall be entitled to take the same working tour as a loose vacation day. During all other days of the year, not less than one (1) employee of the bargaining unit shall be entitled to take the same working tour as a loose vacation day. In the event that more than one (1) Employee requests the same tour as a loose day of vacation within the restricted period or restricted tours, as set forth above, or in the event that more than one (1) employee requests the same working tour as a loose vacation day in all other periods of the year, within the next thirty (30) days after the closing date for selection of loose working days, the Chief shall determine, by seniority with the Department, and without regard to rank within the Department, who shall be entitled to the days of their choice and notify those not so entitled to pick up an available alternate date or dates and follow the same procedure until all employees have been granted such loose working days of vacation.

8.11 (A) 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 purposes of this Section only, the amount due any Employee shall be determined by applying the following formula:

$$\begin{array}{rcccl} \text{Number of Credited but} & & & & \\ \text{Unused Vacation days} & \times & \text{Then Effective} & = & \text{Amount} \\ 4 & & \text{Weekly Rate} & & \text{Due} \end{array}$$

(B) Any Employee of the bargaining unit who is unable to take the vacation or any part thereof to which he is entitled under the provisions hereof in the calendar year to which his 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 Chief of the Department or, alternatively, by giving notice to the Chief 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 one-half of the daily rate in accordance with the following formula:

Number of Credited but Unused Vaca- <u>tion Days</u> 4	X	One-Half of the Effective Weekly Rate of Compensation at the time the Election is made	=	Amount Due in Lieu of Unused Vacation
--	---	--	---	--

(C) Any Employee of the bargaining unit who is unable to take the vacation or any part thereof 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 Chief of the Department or, alternatively, by giving notice to the Chief 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 the full daily rate in accordance with the following formula:

Number of Credited but Unused Vaca- <u>tion days</u> 4	X	Full Effective Weekly Rate of Compensation at the Time the Election is Made	=	Amount Due in Lieu of Unused Vacation
--	---	---	---	---

ARTICLE 9

SICK LEAVE:

9.01 The City and the Union, being desirous of establishing an orderly process for the accumulation of sick leave credits and charges, hereby agree that each employee of the bargaining unit shall have credited to his individual sick leave account on December 31, 1979 the following:

One hundred and fifty (150) hours of sick leave for each full calendar year of service with the Department between January 1, 1960 and December 31, 1979 minus the total number of hours which each such Employee may have used as sick leave during said period. It is understood and agreed that, in accordance with the above formula, the maximum amount to which any Employee of the bargaining unit shall be entitled, regardless of the number of years of his service with the Department, shall be 3,000 hours. It is further understood and agreed that each Employee, regardless of prior use of sick leave, shall have credited to his account a minimum of 30 hours for each full year of service with the Department between January 1, 1960 and December 31, 1979. Individual personal records kept by the Department shall be the sole source for determining the

number of hours which any Employee may have been charged for sick leave in the 20 year measuring period and no grievance shall be processed the substance of which is intended to change such records as they exist on the date of signing this agreement.

9.02 Effective as of January 1, 1980 each Employee shall be credited with an additional one hundred and fifty (150) hours of sick leave which shall be added to that determined and established under Section 9.01 above. An additional one hundred and fifty (150) hours of sick leave shall be so 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 for a period in excess of 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 150 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.

Effective January 1, 2001, increase the 150 hours specified in 9.02, to 180 hours.

9.03 Any Employee who, on or subsequent to January 1, 1980, 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 such illness or injury.

9.04 On and after January 1, 1980, 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.

9.05 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.

9.06 The Board of Fire Commissioners, upon recommendation of the Chief, may in its 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.

9.07 Sick Leave shall be cumulative without limit.

9.08 Written notice of the status of the sick leave account of each Employee shall be provided to each Employee annually or more frequently in its discretion. 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.

9.09 Effective on and after January 1, 1984 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 contained in formula.

There shall be established eligibility brackets for use in determining the yearly earned monetary compensation of participants of productivity and attendance incentive program. The eligibility brackets contained in the formula for the determination of the yearly earned monetary compensation are bracket A, bracket B, bracket C, and bracket D. Bracket A shall have a threshold of seven hundred fifty hours and a ceiling of one thousand four hundred ninety-nine hours. Bracket B shall have a threshold of one thousand five hundred hours and a ceiling of two thousand two hundred forty-nine hours. Bracket C shall have a threshold of two thousand two hundred fifty hours and a ceiling of two thousand nine hundred ninety-nine hours. Bracket D shall have a threshold of three thousand hours and no ceiling.

On December 31, 1984 and 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 9.10.

For the yearly earned monetary compensation determined as of December 31, 1990, vested on January 1, 1991, paid in accordance with Article 9.10, the monetary amount shall be for Bracket A, two hundred fifty-eight dollars, for Bracket B three hundred seventy-three dollars, for Bracket C, four hundred eighty-eight dollars, and for Bracket D six hundred and thirty-one dollars. The yearly earned monetary compensation for subsequent years shall be at least that amount that is determined as of December 31, 1990 and vested on January 1, 1991.

Effective July 1, 2001 the new rates for attendance incentive program will be

Bracket A - \$285.00
Bracket B - \$415.00
Bracket C - \$540.00
Bracket D - \$700.00

9.10 The Annual Monetary Incentive appearing set forth in Paragraph 9.09 shall be payable and paid together with the first payroll in August of each year or with the final payroll in the event of death or retirement.

9.11 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 9.09 under the following computational formula:

If an individual is entitled to participate in the yearly earned monetary compensation contained in Article 9.09 and is subject to the provisions of this Article 9.11 then, the pro-rata portion of Article 9.09 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.

9.12 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 twelve (12) hours per day.
- B.** Each day for which compensation shall be paid shall be at a rate of Fifteen Dollars (\$15.00) per day.

Effective January 1, 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 a rate of fifteen percent (15%) of a day's pay. The daily rate is the weekly rate divided by four. The weekly rate is defined as the weekly base pay specified in the wage schedule plus any shift differential for equity adjustment.

Example: Average hours - 2,930 (accumulation)
Divided by 8 hours = 366 days
Take 15% of the daily rate of \$200 which equals \$30 per day.
Multiple - 366 x \$30 = \$10,980.00

9.13 Notwithstanding other provisions of this Article 10, 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 any compensation, otherwise payable, under the provisions of Paragraph 9.09 hereof.

9.14 Compensation payable under any provisions of this Article 9 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 any other monetary benefits provided for herein, including, but not without limitation, holiday compensation, overtime compensation and vacation compensation.

ARTICLE 10

BEREAVEMENT LEAVE :

10.01 The Employees 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 Chief, whereupon he shall be granted bereavement leave with full pay not to exceed four (4) tours, if on a regular rotation under 20.01 A and five (5) days if on a regular work week under 20.01 B, such leave not to extend more than one (1) tour beyond the date of the funeral of the deceased relative.
- B.** For the purpose of the section, 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 to be submitted in writing to the Chief 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 employee as a bereavement day with pay.

ARTICLE 11

INSURANCE:

11.01 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.

11.02 If the City Council does not fund the immediately preceding paragraph (11.01) the parties agree to reopen negotiations upon notice by the City or Union.

ARTICLE 12

UNIFORM ALLOWANCE ETC:

12.01 There shall be appropriated by the City of Springfield in its budget for the Fire Department, monies which shall be used for the replacement of the following items for covered by this Agreement:

1. Night Hitch Boots.
2. Uniform Blouse
3. Uniform Trousers/ Winter & Summer Weight
4. Turn Out gear (coat & trousers)
5. Summer Short Sleeve Shirt, with insignia
6. Winter Long Sleeve Shirt, with insignia
7. Uniform cap.
8. Fire helmet.
9. Jacket/ similar to Bauer Manufacturing Inc. #255, with gold buttons, colored Police Blue.
10. One sweat-shirt.

This Article shall be administered in accordance with the preexisting policy of replacement in effect prior to the execution of this Agreement.

ARTICLE 13

RIGHT TO STRIKE - ASSOCIATION ACTIVITIES :

13.01 All lawful Association activities are protected hereunder. Notwithstanding any provision herein contained, nothing shall be construed to abridge the right of any authorized representative of the Association to communicate with the citizens of the community on issues which effect the welfare of the Association members but not including official fire or public security matters.

13.01 Both the Association and the Employer recognize and acknowledge that it is unlawful for any employee to engage in, induce, or encourage any strike, work-stoppage, slow-down, or withholding of services, and it agreed that neither the Association nor any employee covered by the terms of this Agreement shall engage in any such act or activities.

13.03 The Association agrees that neither it or any of its/ officers or agents will directly or indirectly call, institute, authorize, participate in, finance, sanction or ratify any such strike, work-stoppage, slow-down, or withholding of services.

13.04 In consideration of the performance by the Association of its obligations herein, there shall be no liability on the part of the Association or its Officers or Agents for any damages resulting from the unauthorized breach of the agreements containing in this Article by individual members of the Association.

ARTICLE 14

MANAGEMENT RIGHTS :

14.01 This Agreement has not been designed to violate any federal, state, county, or municipal laws, nor shall anything in this Agreement be interpreted as diminishing the rights of the Employer to determine and prescribe the methods and means by which its operation of the Fire Department shall be conducted, except as may otherwise be provided in this Agreement.

14.02 Unit member duties include the following:

- Supervising in-service training
- Monitoring employee absenteeism
- Assist in developing department policies and procedures
- Ensuring that all rules and regulations, policies and procedures, department notices, etc. are followed
- Assisting employees in accessing City benefit plans
- Providing coaching and counseling to employees
- Initiating and applying discipline when warranted
- When requested by Chief or his designee, the unit member will attend grievance hearings while on duty
- Conducting employee performance appraisals
- Attending Board of Chiefs' meetings, staff meetings, committee meetings and special meetings
- Other managerial duties that are related to the good order and efficiency of the SFD, subject to Massachusetts General Law Chapter 150E.

Progressive discipline is defined as including, counseling oral warnings, written warnings, written reprimands, etc. Suspensions and discharges will be done by the Chief/Deputy Chief or Fire Commission

14.03 Assignments: The City affirms the historical right of the Department to transfer and assign members of the bargaining unit as provided in the Department's Rules and Regulations.

- A. Whenever possible, a reasonable notice will be given (not less than 14 calendar Days) to unit members prior to their transfer, except in emergencies.
- B. Transfers will not be effective during the week upon which a holiday falls, except for emergencies.

- C. Should more than one transfer in a calendar year occur, the Chief will be available to meet with any unit member for the purpose of discussing the impact of the transfer.
- D District Chiefs are subject to whatever Department transfer/assignment policy may be in effect.

ARTICLE 15

SAVINGS CLAUSE:

15.01 All jobs benefits not covered by the contract and heretofore enjoyed by the 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 the laws of the Commonwealth of Massachusetts.

ARTICLE 16

PERSONAL LIABILITY OF EMPLOYEES :

16.01 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 of or in connection with any injury, loss or damage to any person or property arising out of 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 17

INDEMNIFICATION :

17.01 Indemnification provisions as provided by the Massachusetts General Laws shall be continued.

ARTICLE 18

PROTECTION OF WORK OPPORTUNITIES :

18.01. 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 except in accordance with the provisions of Massachusetts General Laws, Chapter 31.

ARTICLE 19

EFFECT OF COURT DECREE:

19.01 Should any provision of this Agreement be found to be in violation of any Federal or State law or Civil Service rule by a final decree or a Court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

The parties shall promptly meet on request of either party to negotiate a proper provision to replace any provision which have been found to be in violation of law.

ARTICLE 20

HOURS OF EMPLOYMENT :

20.01: (A) 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 shall remain in effect for the duration of this Agreement. Effective, January 1, 1986 the following work schedule shall become effective:

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

B. The regular work week for the District Chief assigned to training, Superintendent of Fire Alarm, the Fire Prevention Supervisor and the Fire Repair Supervisor shall be thirty-seven and one-half (37 ½) hours per week, and shall remain so for the duration of the Agreement.

C. Effective January 1, 1999, notwithstanding the above language in this article the parties have agreed to adopt the "Westfield Fire Department Model, which exempts district chief officers from overtime for an increase in base salary. The parties agree to increase the base salary of nine (9) district chiefs by \$8,000 with the requirement that they cover eleven (11) of their vacation tours, without additional compensation, within the calendar year, split day and night, as well as attend the below described "Off-Duty Meetings."

Should the Chief or his designee determine that a District Chief is necessary to cover a day tour or night tour where no District Chief is scheduled, and the above eleven (11) tour requirement has been fulfilled, that District Chief will receive compensatory time; for every (4) hour increment the member would receive compensating time of six (6) hours or six hours (6) straight time pay at the option of the member. The coverage will be rotated equitably among all District Chiefs willing to serve.

Off Duty Meetings- For the purposes of attending Board of Chief Meetings, City Council, arbitrations, disciplinary hearings, court, staff or committee meetings, a total of six (6) meetings per calendar year not to exceed four (4) hours in duration without additional compensation. Should the meetings exceed four (4) hours, any time in excess of four (4) hours would count as a second meeting. Should more than six (6) meeting be necessary, members shall attend said meetings under the following agreement:

Effective July 1, 2001, Increase the total meetings from six (6) to twelve (12) meetings. Six (6) of the twelve (12) meetings will be dedicated to the Board of Chief meetings, to be held at the discretion of the Chief. Off-duty members will be compensated at time and one-half the hourly rate for any meeting attended beyond six (6). Any meetings beyond six (6) attended shall not be mandatory unless required by contract or Departmental Rules and Regulations, i.e. disciplinary hearings, court appearances, arbitrations, etc.

For each four (4) hour meeting, a third (1/3) of a tour would be deducted from the eleven (11) tour obligation. If the eleven tour obligation has been met, then for every four (4) hour increment the member would receive compensating time of six (6) hours or six (6) hours straight time pay at the option of the member.

Effective January 1, 1999, the parties have agreed to increase the base salary of the Fire Alarm Supervisor and the Fire Repair Supervisor by \$3,000 with the requirement that they cover five (5) four hour call-backs (overtime tours) without compensation. Beginning with the sixth (6th) four hour call-back, these two supervisory positions would receive compensatory time for every (4) hour increment the member would receive compensating time of six (6) hours or hours (6) straight time pay at the option of the member). The Fire Alarm Supervisor and the Fire Repair

Supervisor will be required to assumed the same managerial responsibilities as the District Chiefs identified in Article 14.02.

Effective July 1, 2002, for the Fire Alarm Supervisor and the Fire Repair Supervisor, add one thousand (\$1,000) dollars into wage schedule for increasing the required non-compensated call back tours from five (5) to eight (8). Beginning the ninth (9) call back tour, these two supervisory positions would receive compensatory time or pay.

The increase of \$8000 for District Chiefs and \$3000 for Fire Alarm Supervisor and Fire Repair Supervisor is effective January 1, 1999 as set forth above.

Base salary adjustments are includable for the purposes of retirement.

The Scheduling of eleven (11) call-back tours for the District Chiefs must be equitably distributed to the unit members throughout the course of the calendar year. Two District Chiefs would not generally be scheduled for vacation or education seminars on the same tour except for extenuating circumstances. In the event that a pattern were to occur of having two District Chiefs off as the time, or problems were to arise due to inequitable distribution of call-backs, a Labor Management Meeting would be held to address these issues.

EMERGENCY LEAVE :

20.02 On each tour, the Fire Chief, or his designee, 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 21

REORGANIZATION:

21.01 It is agreed between the parties that in the event of a reorganization, re-alignment of duties or material change in the ranks of the classifications covered hereunder that the parties will mutually discuss such re-organization, re-alignment or material changes before their implementation.

The discussion will involve the impact of such changes on wages, hours of work and other conditions of employment. The parties will not be precluded from re-opening clauses pertaining to conditions of employment impacted by such re-organization, re-alignment of duties or material changes in conditions of employment.

In Accordance with the Memorandum of Understanding dated November 27, 1998, the parties have agreed to reorganize:

Fire Prevention Supervisor - increase the base salary adjustment of \$8000 effective retroactive to January 1, 1999. Fill with District Chief. Fill within Civil Service. This Ninth District Chief will be assigned to Prevention, subject to the following conditions (this position was filled May 4, 1998):

- 1) The Chief would consider volunteers first. Position to be granted to the most senior volunteer. assigned to this position.
- 2) If no District Chief Volunteers then the least senior District Chief would be assigned to this position
- 3) If a more senior District Chief requests the Prevention position, they can bump a District Chief with less seniority provided they have acquired sufficient training at the National or Massachusetts Fire Academy.

Re-Organization - (1) Deputy Chief of Operations and (1) Chief of Administration (i.e. Non-Bargaining). Both positions out of bargaining unit. Both positions will be filled from within the Springfield Fire Department. It is expected that at least the District Chiefs and the Fire Captains will be eligible. The type of examination has not been decided but it will be in accordance with civil service.

ARTICLE 22

RESIDENCY REQUIREMENTS :

22.01 It is acknowledged and accepted as a term and condition of employment that all members of the bargaining unit shall comply with the Residency Requirements as set forth in the Revised Ordinances of the City of Springfield, 2-17 et seq. as amended, which Ordinance is hereby incorporated by reference and made part of the this Agreement as if set forth in its entirety. Pursuant to the provisions of Massachusetts General Laws, Chapter 41, Section 99A, a unit member appointed to the Department prior to August 1, 1978, may not be discriminated against due to residency in the matter of promotion or other condition of employment.

22.02 The parties agreed to refer to a Joint Labor-Management Committee for review and discussion.

ARTICLE 23

AGENCY SERVICE FEE :

23.01 In accordance with Chapter 1078 of the Acts of 1973 (Massachusetts General Laws) Chapter 150E, Section 12, and rules and regulations promulgated by the Labor Relations Commission, it shall be a condition of employment that all employees in the bargaining unit who

are not members of the Association and who have been employed for thirty (30) days or more, shall pay to the Association an Agency Service Fee. Such fee shall be paid weekly.

The Association 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 Association 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.

ARTICLE 24

SALARIES : (See Attached Schedule "07")

- 24.01 (A) Effective 0800 July 1, 2000 increase wage schedule one point seven (1.7%) percent
(B) Effective 0800 January 1, 2001 increase wage schedule two (2%) percent
(C) Effective 0800 July 1, 2001 increase wage schedule one point five (1.5%) percent
(D) Effective 0800 January 1, 2002 increase wage schedule three (3%) percent
(E) Effective 0800 July 1, 2002 increase wage schedule one point six (1.6%) percent
(F) Effective 0800 January 1, 2003 increase wage schedule two (2%) percent
(G) Effective 0800 June 30, 2003 increase wage schedule three (3%) percent

This wage increase (6/30/03) is intended by the parties to be the entire wage increase (as provided in the wage schedule) for fiscal year 2004 and but for provisions of GLC 150e Section 7, which limits collective bargaining agreements to a term of not more than three years, the collective bargaining agreement would have so provided.

- (H) Adjustment On June 30, 2001, All District chiefs will have their annual salary adjusted by seven hundred and twenty (\$720.00) dollars. This adjustment is to compensate all district chiefs' equitably for the fact that they are in charge of the Fire Department based on their rotation for periods of time when a captain is serving as a district chief as well as during weekends and even hours.

24.02 (A) A weekly Rotating Shift Differential of five point seven (5.7%) percent per week shall be paid to all District Chiefs, Fire Alarm Superintendents, and Fire Repair Supervisors who are required, as a part of their work cycle, to work Day Tours and Night Tours. The said rotating shift differential shall be the forementioned percentage (5.7%) of the last step of the members weekly base salary as specified in Schedule "07", for that respective year.

(B) A District Chief, Fire Alarm Superintendent, Fire Prevention Supervisor and Fire Repair Supervisor who are 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 of five point seven (5.7%) percent per week. The said equity differential shall be the forementioned percentage (5.7%) of the last step of the members weekly base salary as specified in Schedule "07", for that respective year.

24.03 The Superintendent of Fire Alarm shall receive additional compensation in the amount of Six Dollars (\$6.00) per day for each twenty-four (24) hour day that they may be required to be on standby in order to respond to emergencies requiring his specialized services. In consideration of such payment he agrees that while on compensated standby, he will not leave the City of Springfield and shall always inform the Department of a telephone number at which he may be reached directly. In any week in which the Superintendent of Fire Alarm is receiving standby compensation as above set forth, actually performs scheduled non-emergency overtime work not in excess of eight hours in such week, there shall be deducted from the amount of standby compensation earned by him as overtime compensation for his actual performance of scheduled, non-emergency overtime, and if the amount of compensation earned by the Superintendent of Fire Alarm 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 the standby compensation for such week. If he, in any week that he is scheduled to serve on standby as provided above, is called back or required to work overtime not scheduled, or under emergency conditions, he shall be entitled to receive overtime compensation in accordance with the provisions of Article 20.01(C) hereof in addition to his standby compensation unless in such week, he also actually works, scheduled, non-emergency overtime.

24.04 On-Call Compensation- Hazardous Materials Response

Effective July 1, 1998 delete FLSA provision within Article 6.02. Equivalent weekly compensation presently paid to members of the bargaining unit will be incorporated into the weekly wage schedule (\$19.67). Also an additional two (2%) percent will be added to the weekly wage schedule for On-Call and Hazardous Materials Response services rendered.

(A) Hazardous Materials Response

The City of Springfield and the Springfield Fire Chiefs Association in order to promote the health and safety of the citizens of Springfield recognize the following:

- 1) Federal Law 29 CFR Part 1910.120
- 2) The Code of Massachusetts Regulations 527.CMR 1.03
- 3) The City of Springfield Hazardous Materials Response Plan
- 4) The City of Springfield Comprehensive Emergency Operations-Incident Command Plan

and for providing services pertaining to the above cited statutes: and for incorporating into the duties of the bargaining unit the use of semi-automatic defibrillator as defined by Massachusetts General Laws Chapter 111 Section 201, have effective July 1, 1998 built into the wage schedule compensation to all members of the bargaining unit.

(B) On Call - Provide off duty response when required to cover multiple alarm fires, hazardous materials incidents, simultaneous incidents, multiple casualty incidents, structural collapse or any incident of a nature that requires additional coverage by the district chiefs. One (1) District Chief will be required to be available off-duty via pager within effective range of radio paging system for each tour. The nine district chiefs will rotate this assignment on a fair and equitable basis.

24.05 On Scene Incident Commander and Command and Control of Fire Department Operations at Multi Alarm Incidents

(A) Effective January 1, 2003. District Chiefs who meet the eligibility requirements will receive two percent (2%) of gross weekly pay for On Scene Incident Commander and Command and Control of Fire Department Operations at Multi Alarm Incidents. The two (2%) percent will be incorporated into weekly base pay wage schedule. To be eligible for the above specified two percent, the unit member will meet the following requirements:

(B) On Scene Incident Commander:

In addition to being trained to 29 CFR 1910.120, Section 5 all On Scene Incident Commanders will be required to successfully complete the following National Fire Academy courses either in Emmitsburg, Maryland, Stowe, Massachusetts, or Windsor Locks Connecticut:

- Chemistry of Hazardous Materials or Command & Control of Fire Department Operations at Multi Alarm Incidents
- Hazardous Materials Operating Site Practices
- Hazardous Materials Incident Management

All on Scene Incident Commanders will be required to maintain competencies as required by CFR 1910.120 paragraph (q) 8 Refresher Training.

All on Scene Incident Commanders will be required to attend a minimum of six (6) on-duty special drills per year.

(C) Unit members will be reimbursed by the Springfield Fire Department for reasonable meal expenses while attending programs at the National Fire Academy courses, and by the National Fire Academy for transportation costs to and from the Academy in Emmitsburg, Maryland. For the courses at Windsor Locks and Stowe, the Springfield Fire Department will provide a vehicle if possible and available. If none are available the Department will reimburse the unit member at the then applicable City rate for mileage.

ARTICLE 25

FUNERAL EXPENSE AND RETIREE MEDICAL EXPENSES:

25.01 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.

25.02 Any claim under the provisions of Paragraph 25.01 must be submitted to the City not later than one year from the date of death of such employee and must be supported by invoices showing the amount of any such expenses so claimed and reason therefor.

25.03 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 provisions of General Laws, Chapter 41, Section 100B.

ARTICLE 26

PROMOTIONAL VACANCIES :

26.01 The Employer will make reasonable effort to fill all promotional vacancies in the Fire Chiefs' rank within thirty (30) calendar days of the date of 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 maybe is eligible for such vacancy fails to furnish such list with 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 Board 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 any promotional vacancy shall be in accordance with then effective Civil Service Rules and Regulations pertaining thereto.

26.02. The provisions of this ARTICLE shall be subject to the provisions of ARTICLE 14 (Management Rights) and ARTICLE 14 shall not be diminished by anything therein contained.

ARTICLE 27

EDUCATIONAL INCENTIVE COMPENSATION :

27.01 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 fire fighting and emergency care are in the best interests 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 qualifies 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 per 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 Associates Degree in Fire Protection and Safety Technology or a higher degree than an Associates 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 with the following number of credits in:

1. ADVANCED PROTECTION SYSTEMS (3)
2. ARSON 2 (3)
3. BUILDING CONSTRUCTION (3)
4. CHEMISTRY (3)
5. FIRE CAUSES & DETECTION ARSON (3)
6. FIRE CODES AND ORDINANCES (3)
7. FIRE FIGHTING TACTICS AND STRATEGY (3)
8. FIRE HYDRAULICS & EQUIPMENT (3)
9. FIRE PROTECTION SYSTEMS (3)
10. FUNDAMENTALS OF FIRE PROTECTION (3)

- | | |
|--------------------------------------|-----|
| 11. HAZARDOUS MATERIALS | (3) |
| 12. INTRODUCTION TO FIRE PROTECTION | (3) |
| 13. LEGAL ASPECTS OF FIRE PROTECTION | (3) |
| 14. ORGANIZATION AND MANAGEMENT | (3) |
| 15. PHYSICS | (3) |
| 16. SPECIAL OCCUPANCY FIRE SYSTEMS | (3) |
| 17. EMERGENCY MEDICAL TRAINING | (6) |

27.02 Determination of eligibility for 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.

27.03 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 such entitlement plus a fraction thereof equal to the number of days from September 1 to the effective date of retirement, resignation or voluntary separation of 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 of death and denominator of which shall be 365.

27.04 The preceding compensation in paragraph 26.03 shall be included in an employee's compensation only for the purpose of computing pension and other retirement benefits due an employee but shall not be considered in the computation of any other monetary benefits provided for herein, including without limitation holiday compensation, overtime compensation and vacation compensation.

27.05 Unit members desiring to attend training sessions, seminars, etc. will submit a request to the Chief of the Department who in his sole absolute discretion may approve or disapprove attendance at such training sessions, seminars, conferences, etc.

27.06 Unit members will be given time off to take promotional exams.

27.07 Effective July 1, 2002 an employee covered by this Agreement may choose to receive, in lieu of the benefit contained in Article 26 (No duplication of benefits), the following Educational Incentive:

ARTICLE 28

LONGEVITY:

28.01 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 (1%) percent weekly adjustment of his/her weekly rate of pay.

28.02 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 (2%) percent weekly adjustment of his/her weekly rate of pay.

28.03 Under no circumstances is the payment of the weekly adjustment to exceed two (2%) percent.

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

ARTICLE 29

LABOR MANAGEMENT MEETINGS

29.01 During the life of the contract the parties are willing 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

ARTICLE 30

MISCELLANEOUS:

30.01 Use of Facilities for Union Business Meetings

- A. Two District Chiefs on duty may attend union business meetings. If duty requires they will leave the meeting.
- B. Room currently known as the Fire Commission room, currently located at 605 Worthington Street will be allowed for use by the FCA for union activities.

- (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.

27.08 Present unit members will be entitled to receive the above specified educational percentages if they hold 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 Colleges and Secondary Schools 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 the Fire Commission, the Fire Chief or designee and the President of the Association or designee. Vote of Fire Education Committee will not be subject to the grievance procedure, but their decision may be appealed to the full Fire Commission.

27.09 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.

27.10 New employees hired after July 1, 2000 will not be eligible for the benefits specified in Article 27 but will only be eligible for sections of the education percentage specified in 27.07 A, B, C or D above.

27.11 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.

- C. Request for use of room will be submitted in writing on FCA letterhead to the Chief of the Department 72 hours in advance of any requested use.
- D. Hours of use of the room will be restricted to 7:00 pm to 10:00 pm Monday through Friday.
- E. Should an FCA request conflict with another scheduled use of the room, it will be returned forthwith requesting alternative dates.
- F. No Department resources in the form of phones, computers, printers, fax, etc. are allowed for use by the F.C.A.
- G. The Fire Commission room will be left neat orderly, and clean, lights turned off etc., after any such use by the FCA. Failure to do so may result in the temporary withholding of this allowance.

30.02 No Smoking. Unit Members will not smoke in any fire stations.

ARTICLE 31

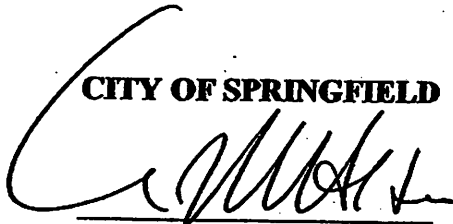
DURATION AND TERMINATION:

31.01 This Agreement shall be effective when executed and shall remain in effect until June 30, 2003 (See item G in Article 24.01). On request of either party, negotiations for a new agreement shall begin on or after October 1, 2002.

This Agreement shall remain in full force and be effective during the period of negotiations until signing of a new Agreement or until ten day termination notice is given; however, no termination notice may become effective prior to June 30, 2003. It is the intention of the parties to complete negotiations on or before June 30, 2003.

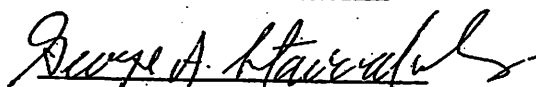
IN WITNESS WHEREOF, the City of Springfield has caused its corporate seal to be hereto affixed and these presents to be signed in its name and on its behalf by MICHAEL J ALBANO, its Mayor, and the FIRE CHIEFS ASSOCIATION OF SPRINGFIELD has caused these present to be signed in its name and on its behalf by its PRESIDENT, duly authorized this _____ day of _____, 2002.

CITY OF SPRINGFIELD



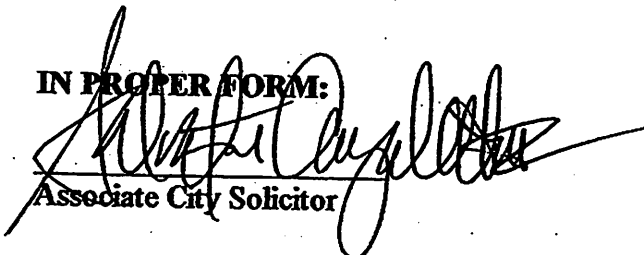
Mayor Michael J. Albano

**FIRE CHIEFS ASSOCIATION
OF SPRINGFIELD**



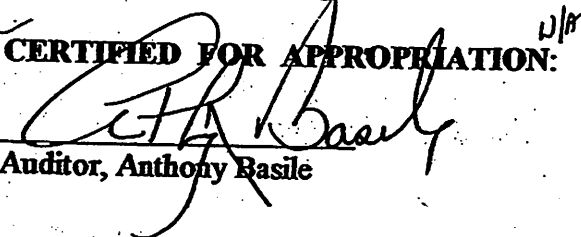
George A. Stavroulakis,
Its President

IN PROPER FORM:



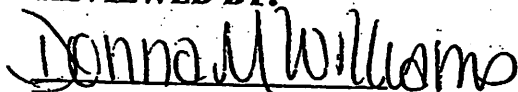
Associate City Solicitor

CERTIFIED FOR APPROPRIATION:

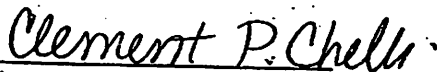
u  *D/B*

Auditor, Anthony Basile

REVIEWED BY:



Donna M. Williams
Chief Financial Officer



Clement P. Chelli
Collective Bargaining Agent

LINE	DATE	TIME	CLASSIFICATION	BU. RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
1	13 MAR 01	12:21:18	SCHEDULE 07 (WEEKLY BASE PAY)	07 23.4	0.00	0.00	0.00	0.00	0.00	0.00
2			FIRE CHIEFS ASSOC OF SPRINGFIELD SALARY RANGES EFFECTIVE							
3			CLASSIFICATION							
4			DISTRICT FIRE CHIEF**	07 23.4	0.00	0.00	0.00	0.00	0.00	0.00
5			FIRE ALARM SYSTEM SUPERVISOR**	07 23.2	0.00	0.00	0.00	0.00	0.00	0.00
6			FIRE PREVENTION SUPERVISOR**	07 23.4	0.00	0.00	0.00	0.00	0.00	0.00
7			FIRE REPAIRS SUPERVISOR***	07 23.2	0.00	0.00	0.00	0.00	0.00	0.00
8										
9										
10										
11										
12										
13			***SHIFT DIFF./EQUITY ADJ.	82.67	(5.7% OF 4TH STEP)					
14			**SHIFT DIFE./EQUITY ADJ.	88.75	(5.7% OF 4TH STEP)					
15										
16										
17										
18										
19										
20										
21										
22										
23										
24										
25										
26										
27										
28										
29										
30										
31										
32										
33										
34										
35										
36										
37										
38										
39										
40										
41										
42										
43										

..... END REPORT

0001026
 2003
 JUNE 30, 2003
 STEP 1 STEP 2 STEP 3 STEP 4 STEP 5 STEP 6

DATE 13 MAR 01 11:48:48 RID 297H 13 MAR 01 HALLS

SCHEDULE 07 (WEEKLY BASE PAY) D001026
FIRE CHIEFS ASSOC OF SPRINGFIELD SALARY RANGES EFFECTIVE JULY 1, 2000
CLASSIFICATION .80 RANGE STEP 1 STEP 2 STEP 3 STEP 4 STEP 5 STEP 6

2380 DISTRICT FIRE CHIEF**
07 23.4 0.00 0.00 1267.75 1355.12 0.00 0.00 0.00

2310 FIRE ALARM SYSTEM SUPERVISOR***
07 23.2 0.00 0.00 1169.96 1257.33 0.00 0.00 0.00

2360 FIRE PREVENTION SUPERVISOR**
07 23.4 0.00 0.00 1267.75 1355.12 0.00 0.00 0.00

2340 FIRE REPAIRS SUPERVISOR***
07 23.2 0.00 0.00 1169.96 1257.33 0.00 0.00 0.00

***SHIFT DIFF./EQUITY ADJ.

**SHIFT DIFF./EQUITY ADJ.

71.67 (5.7% OF 4TH STEP)

77.24 (5.7% OF 4TH STEP)

..... END REPORT

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43

DATE 13 MAR 01 11:54:18 RID 351H 13 MAR 01 WALLS 0001026

SCHEDULE 07 (WEEKLY BASE PAY) EFFECTIVE JAN 1, 2001
 * FIRE CHIEFS ASSDC OF SPRINGFIELD SALARY RANGES
 CLASSIFICATION BU.RNGE STEP 1 STEP 2 STEP 3 STEP 4 STEP 5 STEP 6
 *SPEC. 07 23.4 0.00 0.00 1293.11 1382.22 0.00 0.00 0.00

2380 DISTRICT FIRE CHIEF** 07 23.2 0.00 1193.36 1282.48 0.00 0.00
 2310 FIRE ALARM SYSTEM SUPERVISOR** 07 23.4 0.00 1293.11 1382.22 0.00 0.00
 2360 FIRE PREVENTION SUPERVISOR** 07 23.2 0.00 1193.36 1282.48 0.00 0.00
 2340 FIRE REPAIRS SUPERVISOR***

***SHIFT DIFF./EQUITY ADJ. 73.10 (5.7% OF 4TH STEP)
 ***SHIFT DIFF./EQUITY ADJ. 78.79 (5.7% OF 4TH STEP)

..... END REPORT

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42

DATE 13 MAR 01 11:56:43 RID 352H 13 MAR 01 WALLS

* SCHEDULE - 07 (WEEKLY BASE PAY) D001026
* SPEC. FIRE CHIEFS ASSOC OF SPRINGFIELD SALARY RANGES EFFECTIVE JUNE 30, 2001
* CLASSIFICATION BU. RANGE STEP 1 STEP 2 STEP 3 STEP 4 STEP 5 STEP 6

2380 DISTRICT FIRE CHIEF** 07 23.4 0.00 1306.22 1395.33 0.00 0.00

2310 FIRE ALARM SYSTEM SUPERVISOR*** 07 23.2 0.00 1193.36 1282.48 0.00 0.00

2360 FIRE PREVENTION SUPERVISOR** 07 23.4 0.00 1306.22 1395.33 0.00 0.00

2340 FIRE REPAIRS SUPERVISOR*** 07 23.2 0.00 1193.36 1282.48 0.00 0.00

***SHIFT DIFF./EQUITY ADJ. 73.10 (5.7% OF 4TH STEP)
***SHIFT DIFF./EQUITY ADJ. 79.53 (5.7% OF 4TH STEP)

..... END REPORT

DATE 13 MAR 01 11:59:38 RID. 353H 13 MAR 01 WALLS 0001026

#	SPEC.	BU. RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
2380	DISTRICT FIRE CHIEF**	07 23.4	0.00	0.00	1325.81	1416.26	0.00	0.00
2310	FIRE ALARM SYSTEM SUPERVISOR***	07 23.2	0.00	0.00	1211.26	1301.72	0.00	0.00
2360	FIRE PREVENTION SUPERVISOR**	07 23.4	0.00	0.00	1325.81	1416.26	0.00	0.00
2340	FIRE REPAIRS SUPERVISOR***	07 23.2	0.00	0.00	1211.26	1301.72	0.00	0.00

***SHIFT DIFF./EQUITY ADJ. 74.20 (5.7% OF 4TH STEP)
 **SHIFT DIFF./EQUITY ADJ. 80.73 (5.7% OF 4TH STEP)

..... END REPORT

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42

DATE 13 MAR 01 12:12:57 RID 354H 13 MAR 01 WALLS

* SCHEDULE - 07 (WEEKLY BASE PAY) D001026
 * SPEC. FIRE CHIEFS ASSOC OF SPRINGFIELD SALARY RANGES EFFECTIVE JAN. 1, 2002
 CLASSIFICATION BU. RNCE . STEP 1 . STEP 2 . STEP 3 . STEP 4 . STEP 5 . STEP 6
 2380 DISTRICT FIRE CHIEF** 07 23.4 0.00 0.00 1365.58 1458.75 0.00 0.00
 2310 FIRE ALARM SYSTEM SUPERVISOR*** 07 23.2 0.00 0.00 1247.60 1340.77 0.00 0.00
 2360 FIRE PREVENTION SUPERVISOR** 07 23.4 0.00 0.00 1365.58 1458.75 0.00 0.00
 2340 FIRE REPAIRS SUPERVISOR*** 07 23.2 0.00 0.00 1247.60 1340.77 0.00 0.00

***SHIFT DIFF./EQUITY ADJ. 76.42 (5.7% OF 4TH STEP)
 **SHIFT DIFF./EQUITY ADJ. 83.15 (5.7% OF 4TH STEP)

***** END REPORT *****

DATE 13 MAR 01 12:16:19 R10 355H 13 MAR 01 WALLS D001026

* FIRE CHIEFS ASSOC OF SPRINGFIELD SCHEDULE 07 (WEEKLY BASE PAY) EFFECTIVE JULY 1, 2002
 CLASSIFICATION BU-RNGE STEP 1 STEP 2 STEP 3 STEP 4 STEP 5 STEP 6
 07 23.4 0.00 1387.43 1482.09 0.00 0.00 0.00 0.00 0.00

2380 DISTRICT FIRE CHIEF** 07 23.4 0.00 1285.76 1380.42 0.00 0.00
 2310 FIRE ALARM SYSTEM SUPERVISOR*** 07 23.2 0.00 1387.43 1482.09 0.00 0.00
 2360 FIRE PREVENTION SUPERVISOR** 07 23.4 0.00 1285.76 1380.42 0.00 0.00
 2340 FIRE REPAIRS SUPERVISOR*** 07 23.2 0.00

***SHIFT DIFF./EQUITY ADJ. 78.68 (5.7% OF 4TH STEP)
 **SHIFT DIFF./EQUITY ADJ. 84.48 (5.7% OF 4TH STEP)

..... END REPORT

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42

SPRINGFIELD TECHNICAL COMMUNITY COLLEGE
School of Continuing Education
Fire Science Certificate

Course of Study

Required courses:

JF110	Introduction to Fire Protection	3
JF120	Fundamentals of Fire Prevention	3
JF210	Building Construction (Fire)	3
JF420	Fire Causes & Detection (Arson I)	3
LE100	English Composition 1	3

Choose 12 credits from the following list:

JF220	Organization & Management (Fire)	3
JF310	Fire Hydraulics	3
JF330	Fire Protection Systems	3
JF340	Fire Officership	3
JF410	Hazardous Materials	3
JF480	Advance Protection Systems	3
