

CONTRACT
BETWEEN
CITY OF NEW BEDFORD, MASSACHUSETTS
AND
LOCAL 841
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
AFL-CIO-CLC
TERM: JULY 1, 2012 – JUNE 30, 2015

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PREAMBLE

The following contract, effective as of the first day of July, 2012 as provided pursuant to the 2014 Award of the Joint Labor Management Committee and also negotiated by and between, respectively, the CITY OF NEW BEDFORD, hereinafter referred to as the “City,” and INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 841, hereinafter referred to as the “Association,” is designed to maintain and promote a harmonious relationship between the City and such of its employees who are within the provisions of this contract, in order that more efficient and progressive public service may be rendered and more equitable employment relationship established. Use of the masculine gender in this contract is for simplicity only and does not imply nor mean any restriction to gender.

ARTICLE I – RECOGNITION

The City hereby recognizes the International Association of Firefighters, Local 841 (hereinafter the Association or Union) as the exclusive bargaining agent for the bargaining unit of all uniformed firefighters employed by the City of New Bedford (hereinafter the City),

including lieutenants, captains and district chiefs, but excluding the Chief of the Fire Department and the Deputy Chief and further excluding all other employees of the City.

Bargaining unit work shall not be assigned to, or performed by, persons out of the bargaining unit, except for existing mutual aid arrangements. The term “employee” as used herein refers to each person in the bargaining unit.

ARTICLE 2 – PAYROLL DEDUCTION OF UNION FEES, DUES AND ASSESSMENTS

The City shall weekly deduct the employee’s share of health insurance and life insurance premium, union dues, initiation fees, fines, and uniform assessments from the earned wages of each employee in such amount as determined by the Association, provided that no such deduction shall be made from any employee’s wages except when authorized by him on an appropriate form, a copy of which must have been submitted to the City. At least two (2) weeks’ notice of change in any of the above deductions shall be given to the City.

It shall be a condition of employment that on or after the thirtieth day following employment in the bargaining unit, or the effective date of this agreement, whichever is later, each member of the bargaining unit shall pay to the Association an agency service fee which shall be proportionately commensurate with the cost of collective bargaining and contract administration. The agency service fee for the duration of this agreement shall be paid weekly and equal to the Association dues.

ARTICLE 3 – COPIES OF CONTRACT AND WORK SCHEDULE

The City and the Union shall share equally the cost of printing this agreement and prior agreement and supplements thereto, and work schedules in booklet form, to provide sufficient copies for each present employee and each new employee hired.

ARTICLE 4 – BULLETIN BOARD

The City shall provide bulletin board space in each of the respective Fire Houses in dayroom or kitchen area for the posting by the Association of notices concerning Association business and activities.

ARTICLE 5 – DISCIPLINARY ACTION

No permanent employee shall be removed, dismissed, discharged, suspended, fired, reduced in rank or disciplined in any other manner except for just cause. The Rules and Regulations of the Department shall be considered in determining just cause.

ARTICLE 6 – GRIEVANCE PROCEDURE

Complaints, disputes or controversies of any kind which arise between one or more employees and the City or its agents concerning the working conditions, hours of work, wages, fringes or rates of pay referred to in this Agreement, or which are provided for by any statute, charter provision, ordinance, rule, regulation, or policy which is not in conflict with this agreement, may be processed as a grievance under the following procedure.

Step 1. The Association Representative shall present the grievance initially to officer on duty in charge of the company within ten (10) days of the occurrence of facts giving rise to the grievance or gaining knowledge of such facts, whichever is later. The officer will meet with the Association Representative within forty-eight (48) hours after the presentation of a grievance to discuss and attempt to resolve the grievance. If not settled, it may be presented to the District Chief on duty in Step 2. A grievance on behalf of an officer within the bargaining unit may be presented initially at Step 2.

Step 2. The Association shall present the grievance in writing to the District Chief, who then shall meet the Association's grievance committee within seventy-two (72) hours to discuss

and attempt to adjust the grievance. The grievance must be in sufficient detail to identify and clarify the matter at issue which forms the basis of the grievance and must specify the relief or corrective action sought. In the event the grievance cannot be adjusted satisfactorily within four (4) calendar days of its presentation to the District Chief, it thereafter may be presented to the Chief of the Fire Department for discussion in Step 3. Any grievance which affects the department generally may be initiated at Step 3. The response of the employer's representative shall be in writing setting forth the reasons for the employer's determination.

Step 3. Within five (5) calendar days after the presentation of a grievance to the Chief, the grievance committee shall meet with the Chief or in his absence the Chief's designee, to discuss and attempt to adjust the grievance. If the grievance cannot be adjusted satisfactorily within ten (10) days of the presentation to the Chief, it thereafter may be presented to the Mayor of the City or his designee for discussion in Step 4.

Step 4. Within ten (10) calendar days after the presentation of a grievance to the Mayor of the City or his designee, the grievance committee shall meet with the Mayor of the City or his designee to discuss and attempt to adjust the grievance. If the grievance cannot be adjusted satisfactorily within three (3) weeks of its presentation to the Mayor or his designee, and if the grievance involved a dispute over the interpretation or application of the terms of this Agreement, it thereafter may be submitted within sixty (60) days to the American Arbitration Association for arbitration in accordance with its Rules; except all grievances, the nature of which fall within the jurisdiction of the Massachusetts Civil Service Commission or Retirement Board, shall be submitted to such bodies for adjudication, rather than to arbitration, unless the complainant(s) waive his or their rights under Civil Service or Retirement law in writing upon receiving notice from the Employer. Upon such written waiver, the contractual grievance and

arbitration procedure shall be the exclusive procedure for resolving a grievance relating to discipline, suspension, dismissal, removal, termination or retirement issues.

The parties hereto shall share equally in the cost of filing for the arbitration proceeding. It is agreed that the losing party shall pay for the arbitrator's fee.

All participants in the procedure of this Article, including the arbitrator, shall apply concepts of reasonableness and fairness and be governed by applicable provision(s) of this Agreement in performing their functions.

Any adjustments of a grievance reached in any step of the grievance procedure, or the award of an arbitrator, shall be final and binding on the parties.

The time limits established in this Article may be extended by mutual consent.

The Grievance Committee of the Association shall consist of not more than three representatives of the Association, and any time they or the Association Representatives spend in discussing or processing grievances, as provided in the Grievance Procedure, during their working hours, shall not result in a loss of regular earnings or benefits. There shall be one Association Representative for each company. In case of emergency or absence of the Association Representative, the grievant shall have the benefit of the Fire Department Intercommunication System to contact any member of the Association Grievance Committee.

ARTICLE 7 – ASSOCIATION BUSINESS LEAVE

Section 1. The members of the Association Negotiation Committee, regulars or any three alternates, shall be granted leave from duty with no loss of pay or benefits for all meetings between the City and the Association for purpose of negotiating the terms of a contract, when such meetings take place at a time during which such members are scheduled to be on duty.

Section 2. Such officers and members of Local 841, International Association of Firefighters designated as delegates to Labor Conventions, other than Professional Firefighters of Massachusetts, AFL-CIO Convention held within the Commonwealth, and Labor Conferences (including Labor Seminars) shall be granted reasonable, paid leave from duty to attend such conventions and conferences. Such delegates shall not exceed five (5) in number for any one such convention or conference. The number of such conventions or conferences shall not exceed three annually. The duration of this paid leave shall extend for the duration of the convention or conference plus necessary traveling time.

Section 3. Members of the Fire Department shall be excused from duty for not more than four days in any year without loss of pay while in attendance as an official delegate to the Professional Firefighters of Massachusetts AFL-CIO Convention held within the Commonwealth. There shall be no more than five (5) employees allowed such leave on each tour of duty.

Section 4. Officers and Executive Board members of the Association shall be granted leave from duty with no loss of pay or benefits for attendance at all Association meetings. Not more than eight (8) members of the bargaining unit shall so serve at any one time, not more than three (3) of these shall be excused from duty for any one meeting. There shall not be more than fifteen (15) meetings in any one year and not more than three (3) in any one month which result in any other member of the unit receiving overtime pay.

ARTICLE 8 – HOLIDAYS

Every member of the Fire Department shall receive pay in addition to his annual salary for each of the following holidays: January first, Martin Luther King Day, February twenty-second, April nineteenth, May thirtieth, July fourth, the first Monday of September, October

twelfth, November eleventh, Thanksgiving Day, Christmas Day; half-holidays – Good Friday, the day before Thanksgiving, the day before Christmas and the day before New Year's. The additional pay for holidays provided for in this Article shall be paid whether or not the member performs any duties of his position on said holidays and such additional pay shall be computed to be one-fourth of the member's regular weekly salary and similarly paid but computed to be one-eighth of the member's regular weekly salary for half holidays.

Payment of holiday pay shall be conditioned on the actual working of the Night Segment (1800-0800) immediately prior to the holiday, the holiday or the Day Segment following (0800-1800) the holiday (if scheduled to work). IOD, Extended sick leave beyond 3 days provided a doctor's verification is provided, and any authorized leave, i.e. approved personal leave, comp time or vacations shall be excluded from this provision.

Effective July 1, 2007, employees who are scheduled to work and do work from midnight December 25 until the end of their tour and employees who are scheduled to and do work at least 8 hours, from 8:00 a.m. December 25 until 8:00 a.m. December 26 shall receive ten (10) hours of personal leave that must be used in the following calendar year in accordance with Article 14. This does not include employees who are working for or having someone work for them on special leave or employees who are hired on overtime for that shift.

ARTICLE 9 – WORK WEEK AND WORK SCHEDULE

Section 1. Unit members of the Fire Department, except as provided below, shall work a '24 hour' schedule. The average weekly hours of duty of the permanent members of the uniform force of the New Bedford Fire Department shall not exceed forty-two (42) hours over an eight week cycle pursuant to the work week schedule as set forth in Appendix B. The average weekly hours of duty of the permanent members of the uniform force of the New Bedford Fire

Department assigned to the Signal Room shall not exceed forty-two (42) hours over an eight week cycle pursuant to the work week schedule as set forth in Appendix A.

There shall be two tours of duty, a day tour and a night tour. The day tour shall consist of 10 hours beginning at 8:00 AM and the night tour shall consist of 14 hours beginning at 6:00 PM.

The term “working day” wherever used in this Agreement shall refer to a scheduled tour of duty for the employee involved.

The employees assigned to the Fire Prevention Bureau shall work a four day work week, Monday through Friday, 8:00 A.M. to 5:00 P.M., including a one-half hour paid lunch period. Training officers assigned to the Training Division shall work a four day week. The working schedule shall be developed between the Training Officer and the Chief, including a one-half hour paid lunch period, except when conducting recruit training when the Training Officer shall work a five day week, Monday through Friday. During such five day weeks, Training Officers shall have the option to be compensated at time and one-half or compensatory time. Day off shall be on a rotating basis.

Section 2. A District Chief may bid for assignment to the Support Services Officer position; such position will work a Monday-Friday 8:00 am to 4:00 pm schedule with meals to be taken on duty. The SSO is to be considered available for other overtime assignments on Friday nights and weekends including Sunday nights and callbacks for fires. The SSO assignment is for twelve consecutive months, however the SSO may bid on other District Chief vacancies during this twelve month period, but would not be permitted to transfer to the new bid position until the twelve month service as SSO is completed; during such interim period another District Chief would fill the bid position on a temporary basis.

Assignments to the Training Officer position will be for a period of twelve consecutive months, however the Training Officer may bid on other Captain vacancies during this twelve month period. The Training Officer would not be permitted to transfer to the new bid position until the twelve month service as TO is completed; during such interim period another Captain would fill the bid position on a temporary basis.

ARTICLE 10 – OVERTIME

Section 1. (a) Whenever any employee is requested to work in excess of or outside of his regularly assigned work week or work schedule, as provided in Article 9 in addition to any other benefits to which he may be entitled, he shall be paid for such overtime duty at one and one-half of the basic hourly rate of his regular compensation for his average weekly hours of regular duty of forty-two (42).

Employees assigned to the Fire Prevention Bureau and to the Repair Shop shall receive overtime compensation at the applicable rate for all work performed by them in excess of their regular work schedule as provided in Article 9.

If an employee works and overtime tour of duty and is absent from one or more tours of duty in his next four regular tours of duty for a non-service connected illness or injury, the employee will forfeit his premium rate for the previous overtime tour, i.e., he is paid his regular hourly rate. If the employee has been paid the premium overtime rate, his compensation will be adjusted to straight time in the next pay period, provided no employee will forfeit his premium rate of pay if the employee can substantiate his illness or injury with a medical certificate, provided further, that if an employee has a visible injury or illness, this section is not operable.

(b) If overtime is paid, it shall be paid in accordance with the following:

1. Employees called back to work on an overtime basis such as for second alarms or emergencies, shall receive at least three hours pay at the overtime rate even though no work, or less than three hours work is actually performed. Overtime work as an extension of the employee's regular scheduled tour of duty shall be paid on a time and one-half basis for the time worked on such extension of the tour of duty.

2. Overtime work as an extension of the employees regularly scheduled tour of duty shall be paid on the time and one-half basis as follows: During each hourly period worked.

5 minutes to 30 minutes – 30 minutes at overtime rate.

Over 30 minutes to 60 minutes – 1 hour at overtime rate.

3. When it becomes necessary for the Chief or his Deputy to require an employee to report to his office on matters related to the performance of his duties or attendance, the Chief or Deputy shall attempt to schedule such meeting during an employee's duty hours; provided the Chief or his Deputy may require, on a reasonable basis, an employee to report on non-duty hours in circumstances requiring immediate attention and reporting for such a purpose shall not require payment of overtime under this Article. If the matter does not require immediate attention and a member is ordered to report on non-duty hours, he shall receive call back pay at overtime rate.

Section 2. (a) In the event that overtime is required in any station, it shall be worked for the rank or classification, i.e., officer or firefighter, held by employee in such station and such platoon who was last to report off duty or who last caused the manpower shortage. For example, if the last employee to thus report off duty is a firefighter, the overtime thereby required would be worked by firefighters.

(b) For purposes of this Section, the term "last to report off duty" shall mean and include to go off duty on vacation, compensatory day off, sick leave, military leave, etc.

Section 3. (a) All overtime to be worked in any station on the Platoons shall be performed by employees of the appropriate rank.

(b) A separate roster of the employees for each classification or rank, officer or firefighter shall be maintained. Except as provided in Article 23 whenever overtime work is required it shall be rotated among the employees for the appropriate roster or rosters. If an employee refuses an assignment to work overtime, for purposes of maintaining a proper order or rotation, he shall be considered as having worked such overtime assignment.

Section 4. For purposes of this Article, any employee when serving in an acting capacity in a higher rank shall be considered as holding such rank. All acting assignments shall be offered to qualified employees in the order that such names appear on such lists.

Section 5. For purposes of overtime pay any employee, when serving in an acting capacity in a higher rank, shall be considered as holding such rank.

ARTICLE 11 – VACATIONS

Section 1. Each employee who has completed six months but has less than five (5) years of service as of December 31st of the calendar year shall receive sixteen (16) days of vacation with pay for that calendar year. Each employee who has five (5) or more, but less than ten (10) years of service as of December 31st of the calendar year, shall receive three (3) weeks of vacation with pay for that calendar year. Each employee who has ten (10) or more, but less than twenty (20) years of service as of December 31st of the calendar year, shall receive four (4) weeks of vacation with pay for that calendar year. Each employee who has twenty (20) or more years of service as of December 31st of the calendar year shall receive five (5) weeks and two (2) days of vacation with pay for that calendar year. Each employee who has thirty (30) or more

years of service as of December 31st of the calendar year, shall receive six (6) weeks of vacation with pay for that calendar year.

Years of service for each employee shall be computed on the same basis as total seniority; and all time spent as an employee of the City of New Bedford, Commonwealth of Massachusetts, any County in Massachusetts or provisional firefighter shall be included in calculating an employee's years of service for vacation purposes, except that no credit shall be given as a casual or seasonal employee or temporary with service of less than six (6) months with the City.

Section 2. An employee shall not lose his vacation or vacation pay if incapacitated because of any injury or illness. In such cases his vacation pay shall be transmitted to him or his estate with his last paycheck due in any calendar year, provided that in no instance shall any employee receive pay for more than fifty-two (52) weeks in any one (1) calendar year.

Section 3. (a) The Chief of the Fire Department, in cooperation with a Vacation Committee of the Association, shall implement the annual rotating vacation schedule as revised by the Association and accepted by the City on October 17, 1984.

(b) Vacations may start on January 1 or may end on December 31 inclusive in any calendar year.

(c) Employees may exchange scheduled vacations by timely application to the Chief provided they have the required ability and do not work consecutive tours, as follows:

1. Employees classified as firefighters shall be permitted to exchange scheduled vacations regardless of assignment.

2. Employees with the ranks of Lieutenant and/or Captain shall be permitted to exchange scheduled vacations.

3. Employees with the rank of District Chief shall be permitted to exchange scheduled vacations regardless of assignment.

(d) Each employee who has less than five (5) years of service as of December 31st of the vacation year, and has completed six months, shall be granted two (2) weeks of his vacation of his choice from among the four weeks available to him on the rotating vacation schedule. The additional two (2) days shall be taken during the other two (2) weeks available to him on the rotating vacation schedule.

(e) As many as 20 fire company employees, but not more than 5 per group, shall be allowed to be on vacation at any one time throughout the City, regardless of assignment, including special vacations. Special vacations shall be granted in order of request through individual needs requests approved by the Chief; examples of special requests that may be granted are, but not limited to: marriage, marriage of children, illness in family, etc. Should an additional fire company be commissioned, the limits in this section and section 4 shall be 22 fire company employees and 6 per group.

(f) When an employee transfers from one company or group number to another, he shall accept the vacation schedule assigned to that company.

(g) No more than one District Chief shall be permitted to be on vacation at a time.

(h) An employee with the rank of Captain may substitute in place of District Chief in one district of the City.

(i) The fifth (5th) and sixth (6th) vacation week shall be scheduled, if required, in current non-vacation periods; provided, however, that in such periods, employees entitled to the fifth (5th) vacation shall be given priority as to vacation scheduling as determined by the Fire Department. Employees entitled to the fifth (5th) vacation week shall be limited to no more than

two (2) employees per group on a fifth (5th) vacation week leave at any one time. The maximum of 20 fire company employees set forth in section 3(e) shall include any employees taking their fifth (5th) and/or sixth (6th) vacation week. Provided further, after selection of vacations by employees with less than four weeks vacation, those employees with five weeks of vacation may request by seniority, use of their fifth week in open vacation periods identified in a list provided by the City; said list to be provided by the City shall not include open vacation periods after September 1 in each calendar year. Members who have more than five (5) weeks vacation shall be allowed to take their vacation periods beyond the fifth week in full shift increments (10 or 14 hours). Provided that a minimum of two (2) weeks notice shall be given and the requirements and limitations, as provided for in Article 11, are complied with. Provided further that two (2) days of vacation may not exceed twenty-four (24) hours of leave and one (1) week shall not exceed forty-eight (48) hours. If no such request is made, members will take their vacations as assigned according to the current vacation schedule.

Section 4. Floaters transferred out of the pool without bidding will be allowed the option of keeping their previously assigned vacation on the condition that not more than five (5) other employees from the same group are scheduled out during the same period. Even if five (5) other employees are scheduled out, the Chief may still permit the use of the scheduled vacation time at his discretion.

ARTICLE 12 – WORKING OUT OF GRADE

Section 1. Whenever an employee works out of grade in an acting capacity, he shall receive the pay for the higher rank on an hour for hour basis for the period of time that he worked in such capacity.

Section 2. Employees shall have the right to refuse out of grade assignments in non-emergency situations; provided that employees wishing not to work out of grade in such situations must so notify the Department and such prior notice shall be effective for the duration of this Agreement.

Section 3. Senior Lieutenants shall be compensated for working out of grade, replacing a captain, off duty for whatever reason, after the captain has been off duty in excess of nine tours of duty, paid retroactively to the first day of the absence.

EXCEPTIONS:

a. When a captain of a company dies or becomes permanently incapacitated, the senior lieutenant in the company shall be paid for working out of grade, at the captain's rate of pay, from the date of death or the date that the captain becomes permanently disabled.

b. When a captain applies for retirement, the senior lieutenant shall be paid for working out of grade from the date the captain makes application for retirement.

c. When a captain is promoted to district chief, the senior lieutenant shall be paid for working out of grade, from the date of promotion.

d. When a captain is out, including for vacation, for more than nine (9) tours of duty, payment for senior lieutenants working out of grade shall be made during his absence. However, when vacation time is taken in lieu of sick leave (because of illness) the senior lieutenant shall be compensated, according to Section 3 of this Article.

Section 4. When a captain is assigned as Acting District Chief, the Senior Lieutenant shall be paid for working out of grade from the date of assignment.

Section 5. The firefighter with the most years of service as a firefighter in the New Bedford Fire Department, shall be the senior man of his company, if the officer is absent from

duty. However, if, in the opinion of the Chief or Deputy, a firefighter with the most department seniority should not be the senior man, let that firefighter be so informed in writing, by the Chief or Deputy, of the reason why, so that the employee may appeal such decision, under the grievance procedure. In the event there is no senior man, the Chief or Deputy shall then choose from the volunteer city-wide senior man pool who will then fill that position.

Section 6. An employee with the rank of Captain may work out of grade for an absent District Chief on a shift-by-shift basis, provided that it does not cause a firefighter or officer to be hired on an apparatus or the signal room. However, the Chief may appoint a Captain as Acting District Chief for vacations or extended illness or injury.

Section 7. When the head of the Fire Prevention Bureau or the Senior Fire Alarm Operator is absent for more than nine (9) consecutive tours of duty, the Senior Fire Inspector and Senior Fire Alarm Operator respectively, shall be paid at the rate of the next higher grade during any continued absence.

Section 8. In the event the City, either through the Mayor as appointing authority of the Chief as appointing authority, decides to implement a civil service temporary promotion under G.L. c. 31 for any unit rank, the temporarily promoted officer shall be assigned to the temporarily vacated assignment position. Unit members holding temporary promotions will not have seniority bidding rights under this collective bargaining agreement to bid on vacancies occurring within that rank. At such time as the temporary vacancy becomes a permanent vacancy, the temporary promotion is to conclude.

ARTICLE 13 – FUNERAL LEAVE

Each employee shall be granted three (3) working days leave with pay in the event of a death of his mother, father, legal guardian(s) in lieu of parent (but not both), step parent, child,

wife, husband, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, adopted children, and any step-children living within the household of the employee. Four (4) consecutive working days off will be granted for the above categories with the death occurs on the day just prior to an employee's return to work, except in the case of the death of a grandparent, grandchild, mother-in-law, father-in-law, son-in-law, and daughter-in-law. Each employee shall be granted two (2) working days leave with pay in the event of the death of an employee's brother-in-law or sister-in-law. One (1) working day of leave with pay shall be granted in the event of the death of an aunt, uncle, niece, nephew of the employee or of the employee's spouse, grandparent or grandchild of the employee's spouse, step-parent of step-child residing outside the employee's household. Funeral leave with pay will not be charged to sick leave or vacation pay.

The Chief may request reasonable information of the death and/or relationship of the employee to the deceased before making payment of funeral leave.

ARTICLE 14 – PERSONAL LEAVE

Section 1. Employees shall be allowed annually in any combination of day and night tours or parts thereof not to exceed in total hours taken each year forty-eight (48) hours, as personal leave with pay and without benefit loss. Employees appointed on or after January 1 but prior to March 1 of a calendar year shall be entitled to 48 hours of personal leave; employees appointed on or after March 1, but prior to May 1, shall be entitled to 41 hours during the calendar year of their appointment; employees appointed on or after May 1 but prior to July 1 shall be entitled to 34 hours during the calendar year of their appointment; employees appointed on or after July 1 but prior to September 1 shall be entitled to 26 hours during the calendar year of their appointment; employees appointed on or after September 1 but prior to November 1 shall

be entitled to 19 hours during the calendar year of their appointment; employees appointed on or after November 1 shall not be entitled to personal leave during the calendar year of their appointment.

Section 2. Employees must provide the Department with one (1) hour's notice of their intention to take a personal leave unless, in emergency or other situations, such notice cannot be given. Employees shall not be required to provide the Department with reasons for personal leave. Members of the bargaining unit who exercise their personal leave privileges under this Article shall do so for a period of not less than one hour, unless the absence for personal leave requires the employee to be replaced with an overtime call back replacement in which case personal leave must be taken for a period of not less than three hours. For those instances where the overtime replacement is paid as an extension of duty, the one (1) hour personal leave minimum will apply.

Section 3. No more than ten (10) employees per shift, including employees on vacation that were scheduled to work, no more than two (2) per company per group may be allowed personal leave for the tours of duty commencing at 8:00 A.M. and 6:00 P.M. on Thanksgiving Day, or for the shifts commencing at 6:00 P.M. on December 24, 8:00 A.M. and 6:00 P.M. on December 25, or the tours of duty commencing at 6:00 P.M. on December 31, and 8:00 A.M. and 6:00 P.M. on January 1. Requests for personal leave for the above-referenced tours of duty may be made no sooner than November 1 of each calendar year. In the event that more than ten (10) employees per shift request personal leave on the above-referenced tours of duty, the determination by lottery supervised by the Chief or his designee and representatives of the Association. The lottery shall be conducted no later than November 10.

Section 4. No member of the bargaining unit may use personal leave for purposes of working on any private employment.

Section 5. Employees may carry over up to fourteen (14) hours of unused personal leave, from one calendar year to the next, provided, however, that no employee may accumulate more than sixty-two (62) hours of personal leave in any calendar year.

Section 6. Employees may, at retirement, elect at their option to use unused personal leave or be compensated for unused personal leave at the employee's current hourly rate.

ARTICLE 15 – CLOTHING ALLOWANCE

The Clothing Allowance shall be \$1,000.00 per year for all employees. Probationary employees shall receive \$1,000.00 as their clothing allowance after completing twelve months of service. Thereafter, they shall receive a pro rata payment for their first quarter after completion of the probationary period. Other employees shall receive a clothing allowance of \$250.00 each quarter. The clothing allowance for inspectors of the Fire Prevention Bureau, planning officer, training officers and Districts Chiefs shall be \$1,000.00 per year and shall receive \$250.00 per quarter.

No employee shall be entitled to clothing allowance for any calendar quarter in which he was on leave of absence under the sick leave provisions of this Agreement for the entire quarter. Uniform shoulder patches of the department will be supplied by the City on an as needed basis, without cost to the employee.

Upon obtaining approval of the District Chief as to the need for the supply or replacement of such protective equipment the City shall provide and replace as needed, at no cost to the employee, protective equipment as follows, protective hoods of nomex, helmets, heavy duty coats of nomex, boots, gloves and night hitchers based upon specifications agreed upon by a

committee of three (3) representatives of the Union and three (3) representatives of the City. The specification shall be reviewed every two years or whenever the NFPA standards 1971-1975 are amended whichever comes first, however, all protective gear as provided under this Article shall be as prescribed by current NFPA standards 1971-1975.

It is agreed that District Chiefs shall be neither unreasonable nor arbitrary in evaluating the need for the supply or replacement of such protective equipment. Employees shall turn in to District Chiefs for disposal of replaced equipment.

ARTICLE 16 – HOSPITAL AND MEDICAL CARE FOR RETIREES AND WIDOWS

The City will accept and implement Chapter 41, Section 100B of the General Laws of the Commonwealth of Massachusetts.

ARTICLE 17 – FIRE WATCH DUTY

Section 1. Whenever any private person or organization is required by the Chief after consultation with the Fire Prevention Bureau to or shall seek the service of employees of the Fire Department for fire watch duty, such work shall be rotated by the Chief of the Fire Department among those employees who volunteer for such work during their off-duty hours. There shall be a rotating “in-charge” list and a rotating “working list,” an officer may enter his name on the “in charge” list or the “working list,” but not both, and a firefighter may enter his name on the “working list.” If, in the opinion of the Chief, a detail requires an officer in charge of a higher rank than that of the officer whose name is at the top of the “in-charge” list, then the top man may be passed for that assignment and the officer of the higher rank placed in charge of the detail; this officer placed in charge will then be put at the bottom of the “in-charge” list.

Section 2. When fire watch duty involves apparatus, reserve apparatus shall be used for that purpose with off-duty volunteers.

Section 3. (a) Pay for Fire Watch Duty shall be:

Wage Schedule

<u>Minimum</u>	<u>Rank</u>	<u>Any Portion in excess of 4 hours</u>
\$136	Firefighter	\$34 per hour
\$140	Lieutenant	\$35 per hour
\$144	Captain	\$36 per hour
\$148	District Chief	\$37 per hour

\$1.00 per hour pay differential for supervisor.

The City will increase the rates to match any subsequent increases in the police department detail rate.

Effective January 1, 2008 all firefighters shall receive the rate of time and one half of a step 5 firefighter's regular hourly rate with a minimum of four hours per detail.

b. Persons who work hours in excess of four hours on fire watch duty shall be paid as follows:

Five minutes to twenty nine minutes – one half hour.

Thirty minutes or more – one hour's pay.

Section 4. When three or more men are assigned to fire watch duty they shall consist of one or more details in the ratio of one officer to two firefighters. All ranking officers shall receive the rate of time and one half of a Lieutenant's regular hourly rate.

Section 5. No fire watch duty shall be assigned to non-bargaining unit personnel.

Section 6. A joint study committee comprised of two (2) bargaining unit employees and two (2) management employees, including the Chief or his designee, will evaluate the issue of fire watch details and make recommendations concerning same to the parties. The first matter

to be discussed by the committee will be the Union's proposal herein, and pertinent Code of Massachusetts Regulation provisions.

Section 7. Parties will establish a committee to review Fire Watch Policy. The Committee will consist of the President of the Union or the designee, the Chief or the Deputy Chief, the head of the Fire Prevention Unit and one or more persons from the Union agreed upon by the parties, to consult on all requests.

ARTICLE 18 – RESIDING OUTSIDE CITY LIMITS

Employees who have been members of the Department for at least four years shall be allowed to reside in other towns or cities which are within a 15 mile radius of New Bedford. In order to be hired initially, prospective employees must reside within the City of New Bedford.

ARTICLE 19 – TYPEWRITERS

The City shall provide and maintain typewriters and stationery supplies to be used for Department purposes and to be distributed by the Chief of the Department to each Fire Company and to each District Chief on duty at their request.

ARTICLE 20 – WAGES

Section 1. No earlier than the week beginning June 29, 2014, employee earnings will be paid bi-weekly on Thursdays and by direct deposit (electronic paycheck in lieu of paper payroll notice when available). The annual wages of all employees shall be as follows:

Firefighters	<u>July 1, 2012</u>
Step 1	39,259.36
Step 2	42,821.41
Step 3	45,839.38

Step 4	49,009.40
Step 5	53,232.02
Lieutenant – 16%	61,749.03
Lieutenant – 17%	62,281.37
Captain, Master Mechanic – 16%	71,628.91
Captain, Master Mechanic – 17%	72,246.20
District Chief, P.R. Rep. – 16%	83,089.09
District Chief, P.R. Rep. – 17%	83,805.38

The City shall pay a \$2,500 incentive payment payable as a lump sum in a separate check to Firefighters and ranking officers (not including Chief and Deputy Chief), not to be included in the base.

Firefighters	<u>January 1, 2014</u>
Step 1	39,847.60
Step 2	43,463.68
Step 3	46,526.48
Step 4	49,744.76
Step 5	54,030.60
Lieutenant – 16%	62,675.08
Lieutenant – 17%	63,215.36
Captain, Master Mechanic – 16%	72,703.28
Captain, Master Mechanic – 17%	73,329.88
District Chief, P.R. Rep. – 16%	84,335.68

District Chief, P.R. Rep. – 17%	85,062.12
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Firefighters	<u>July 1, 2014</u>
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Step 1	40,245.92
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Step 2	43,898.40
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Step 3	46,991.88
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Step 4	50,242.40
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Step 5	54,570.88
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Lieutenant – 16%	63,301.68
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Lieutenant – 17%	63,847.68
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Captain, Master Mechanic – 16%	73,430.24
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Captain, Master Mechanic – 17%	74,063.08
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District Chief, P.R. Rep. – 16%	85,179.12
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District Chief, P.R. Rep. – 17%	85,912.84
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Firefighters	January 1, 2015
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Step 1	40,850.43
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Step 2	44,556.85
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Step 3	47,697.12
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Step 4	50,995.62
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Step 5	55,389.37
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Lieutenant – 16%	64,251.55
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Lieutenant – 17%	64,805.47
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Captain, Master Mechanic – 16%	74,531.83
Captain, Master Mechanic – 17%	75,174.14
District Chief, P.R. Rep. – 16%	86,456.46
District Chief, P.R. Rep. – 17%	87,201.78

Firefighters June 28, 2015

Step 1	41,463.19
Step 2	45,225.20
Step 3	48,412.58
Step 4	51,760.55
Step 5	56,220.21
Lieutenant – 16%	65,215.32
Lieutenant – 17%	65,777.55
Captain, Master Mechanic – 16%	75,649.81
Captain, Master Mechanic – 17%	76,301.75
District Chief, P.R. Rep. – 16%	87,753.31
District Chief, P.R. Rep. – 17%	88,509.81

Effective July 1, 2008

Lieutenant – 16% above Firefighter’s maximum base salary.

After five (5) years in rank – 17% above Firefighters maximum base rate.

Captain, Master Mechanic – 16% above Lieutenant’s base differential.

After five (5) years in rank – 17% above Lieutenant’s base differential.

District Chief, P.R. Rep. – 16% above Captain’s base differential.

After five (5) years in rank – 17% above Captain’s base differential.

If during the period of this agreement the calendar year contains three hundred and sixty-six (366) days, all employees shall be paid at the daily rate of pay regularly paid for a three hundred and sixty-five (365) day year, for the last day of said year.

Section 2. Effective July 1, 2008 employees who are assigned to the Fire Prevention Bureau, Training Division, Lieutenant in Signal Room and the District Chief assigned to administrative duties, shall receive the following additional differential which shall be considered as base pay for all purposes including but not limited to, overtime, pension and holiday pay, but shall not be figured for rank differential:

0-3 years in a staff assignment – 1% of base pay inc. hazduty but without night differential.

3-5 years in a staff assignment – 2% of base pay inc. hazduty but without night differential.

More than 5 years in a staff assignment – 3% of base pay inc. hazduty but without night differential.

Employees who have previously been assigned to a staff assignment and are again assigned to the staff assignment shall have his/her prior differential and service restored.

Section 3. Each permanent employee shall receive as part of his basic wages, in addition to that provided by Section 1 hereof, five (\$.05) cents per hour times the number of hours in his regular weekly schedule for each college credit he has achieved in fire science technology or other related subjects. Thus, if an employee has ten (10) college credits, his basic hourly wage is to be increased by fifty (\$.50) cents.

If an employee continues to attend college beyond the associate degree in fire science technology, he/she will be entitled to educational benefits for the additional credits earned. The program beyond an associate degree in fire science technology shall be reviewed by the Director of Labor Relations and Personnel for approval.

No employee shall be compensated for any credits earned in excess of those credits required for a bachelor's degree in fire science technology or equivalent program approved by the Director of Labor Relations and Personnel. December benefit payments for college credits and longevity will be paid by the City on the second pay date in December of each year; June payments for any such benefits will continue. Any benefit payments made pursuant to this section shall be included in regular compensation for the calculation of retirement benefits.

Section 3. Notwithstanding the restrictions in Section 3, an employee who receives Emergency Medical Technician credits or National Fire Academy Credits will be compensated for such credits.

Any compensation received under this section as educational benefits shall not be computed for overtime purposes which a firefighter is otherwise entitled to under any provision of this contract or law.

Payment will be made upon submission of a certified copy of a transcript of the successful completion of the college credits involved.

Section 4. Floaters will receive a transfer stipend of \$2.50 per transfer payable on the last pay date of June each year effective July 1, 1995. Under this provision a transfer of a floater to the Signal Room will count as a transfer for earning this benefit.

ARTICLE 21 – SAVINGS CLAUSE

Section 1. 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 those rights may be limited by this Agreement.

Section 2. All job benefits heretofore enjoyed by the employees which are not specifically provided for or abridged by this contract shall continue under the conditions upon which they had 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 22 – EMPLOYEE LIABILITY

The City shall hold the employee harmless from any loss or liability arising out of acts done by employees while acting as a firefighter or fire officer in all matters where simple or no negligence can be associated with the employee's act. The City will hold employees harmless from personal financial loss of defense costs including reasonable legal fees arising out of any alleged motor vehicle violations committed by the employee if the employee at the time of such act was acting within the scope of his official duties or employment.

ARTICLE 23 – SICK LEAVE

Section 1. Under this Agreement, employees shall be granted 1¼ day paid sick leave at the beginning of each month, to be used for absence due to illness or accident. This shall be added to sick leave due any employee and the total sick leave for each employee may accumulate to an unlimited amount. Employees at retirement who have at least 75 unused sick days shall be paid for all unused sick leave up to 180 days of accumulated sick leave. Employees who do not

have at least 75 unused sick days shall be paid for all unused sick leave in excess of 30 days. All sick leave shall be paid at the rate of \$50.00 per day except that lieutenants, captains, and district chiefs shall be paid for such excess days at a daily rate which is in the same proportion to \$50.00 as such officer's annual salary is to a private's annual salary. After more than 3 consecutive days of sick leave, a physician's certificate may be required. A sick day shall be defined as one full tour of duty, either a day tour of ten hours or a night tour of fourteen hours such that four sick days of four tours of duty would constitute a normal work week.

The Chief may request a doctor's verification of an employee's condition satisfactory to the City Physician. Medical certification will not be required to substantiate a request for approval of sick leave for three (3) days or less. A doctor's verification of illness may be required by the Chief regardless of duration in cases of frequent use of sick leave or when a pattern of sick leave use indicates a potential abuse of sick leave privileges. Upon substantiation of a questionable sick leave record, the Chief will notify the employee in writing that he is being placed on a one year probationary period during which his/her sick leave use will be monitored. If there is no improvement, the Chief may, at any time during that one year, advise the employee in writing that all future requests for sick leave must be supported by a medical certificate as a condition of payment for the next ninety (90) days.

Expenses, if any, resulting from verification will be the responsibility of the employee. Sick leave abuse or misuse could subject the employee to disciplinary procedures, including the possibility of suspension and termination.

Examples of frequent use of sick leave privileges include, but are not limited to the following:

- a. Use of one or more sick days per month for a majority of months in a calendar year.
- b. Use of sick leave continuously on certain day or night reliefs for a majority of months in a calendar year.
- c. Use of sick leave repeatedly on holidays or tours of duty that may fall on a weekend.
- d. Such leave taken in conjunction with compensatory time or personal leave.

During the ninety (90) day period set forth in this Article when an employee must produce a medical certificate, the employee will not be eligible for overtime.

Notwithstanding the examples of sick leave use described herein, any such sick leave supported by medical evidence shall not be deemed to be an abuse of sick leave.

No employee may be employed outside of the Department during the duration of the first tour for which an employee calls in sick and uses a sick day.

Section 2. Sick Leave Incentive:

During each year running from November 16 through November 15, employees will be eligible for a total incentive of \$300 to be earned on a quarterly basis of \$75.00 for each three month period during which there are no sick days used by the employee.

If an employee uses no sick days during a quarter, he or she is provisionally credited with a \$75.00 incentive. The total maximum incentive of \$300.00 will be reviewed at the close of the November 15 annual cycle. The quarterly incentive will be paid as long as the total use of sick leave by the employee during the year does not exceed six (6) days.

Said incentive shall be paid to the employee along with the longevity check on the second pay period in December. Donations of sick days by employees shall not be considered as used

sick leave for purposes of this section. Accrual of sick leave incentive will not occur for unit members while out on service connected leave under c. 41, section 111F for the period which begins after six months of continuous service-connected absence from work. Payments of the incentive will be calculated on the same November 16 to November 15 annual cycle now in effect.

Section 3. Sick Leave Bank

A. ESTABLISHMENT

A Sick Leave Bank shall be established for the purpose of making additional sick leave days available to employees who have exhausted their entire sick leave accumulation through prolonged illness or injury and who the Committee determines are not "Sick Leave Abusers." Participation in the Sick Leave Bank shall be voluntary. Any employee who voluntarily participates in the Sick Leave Bank shall be eligible to use the Bank after using all available time (sick days, vacation, compensatory and personal time) due to the employee.

B. FUNDING

The Sick Leave Bank will be initially funded by deducting one (1) sick day from the accumulated sick leave days of each employee who has agreed to participate in the Bank and contributing such day(s) to the Bank. When the Bank is depleted to twenty (20) sick leave days, an additional assessment of one (1) day of sick leave shall be made against the account of each employee who has agreed to continue to participate in the Bank. The process of voluntary deduction from each firefighter shall be limited to five (5) days per year.

C. ADMINISTRATION

The Sick Leave Bank shall be administered by a Sick Leave Bank Committee comprised of six (6) persons; three (3) being the Executive Board members of Local 841 and three (3)

members designated by the City. The Sick Leave Bank Committee shall submit a copy of the membership list with the number of days to be deducted from each member to the Personnel Department, Auditor's Office and to the Fire Department by January 31st of each year. To be able to serve on the committee, the union members have to participate in the Sick Leave Bank.

D. GRANTING OF DAYS

The initial grant of sick leave days from the Bank to a firefighter shall not exceed forty (40) days, after which the employee may reapply for additional periods of twenty (20) days. The total amount of time may not exceed one hundred eighty (180) days in the aggregate, unless the Committee determines otherwise. Requests for Sick Leave Bank days shall be submitted in writing to the Sick Leave Bank Committee and shall include a written statement from the employee's physician indicating the nature and the extent of the illness or injury and the estimated time that the employee will be absent from work. The Sick Leave Bank Committee will determine whether or not a loan is appropriate after considering all relevant information. The decisions of the Sick Leave Bank Committee shall be final and shall not be subject to the grievance procedure.

E. MEMBERSHIP

Employees wishing to join the Bank must apply for membership on a form approved by the Sick Leave Bank Committee. Current employees wishing to join the Bank must submit an application for membership to Sick Leave Bank Committee. Membership will be open to all employees after the finish of their probationary time.

ARTICLE 24 – MAINTAINING SCHEDULES

Section 1. In order, in part, to protect the health and safety of the employees in the bargaining unit, the following shall be the minimum manpower assigned to and at work on each tour of duty:

District Chiefs	2
Ladder Companies	
Officer or Senior Member	1
Firefighters	3
Engine Companies	
Officer or Senior Member	1
Firefighters	3
Quints 4 and 5 (See Appendix C)	
Officer or Senior Member	1
Firefighters	3

In the event of an unforeseen emergency, and after reasonable efforts to maintain the full complement, the City may have one man less than the said minimum manpower on a company (other than present Engine 5) provided, in the opinion of the Chief that the same can be accomplished without unreasonably jeopardizing the safety of the members of the Fire Department or the public. This paragraph shall not apply to the signal room.

Section 2. Whenever a Fire Company is below the minimum strength set forth in Section 1, off duty men who volunteer for extra duty will be called in on an overtime basis.

Section 3. The Chief may transfer, in order to maintain minimum manpower, only the least senior fire company employees who are assigned to a company in a temporary group number, i.e., group number seventeen (17) or higher.

Section 4. If a manpower shortage is created after 10:00 A.M., or after 8:00 P.M., the minimum manning provisions may be waived, provided the employee leaving duty prior to 10:00 A.M. or 8:00 P.M. will not return during that tour.

Section 5. a. Firefighters assigned to the Signal Room shall be rotated from a list of their own.

b. Permanent Assignments

(1) There shall be nine firefighters and one senior fire alarm operator (Lieutenant) permanently assigned to the Signal Room by the Chief. Permanent assignments to the Signal Room shall be made in accordance with Article 25.

(2) The Lieutenant assigned to the Signal Room will function as the Department's Communications Officer and shall conduct training in emergency and other responses and will be assigned other administrative duties by the Chief or his designee. The Lieutenant shall be available to cover day shift vacancies other than scheduled vacations. The Lieutenant assigned to the Signal Room shall work a four day work week, Monday through Friday, 8:00 AM to 5:00 PM, including a one-half hour paid lunch period on a weekly schedule developed between the Lieutenant and the Chief.

(3) The Floater position in the Signal Room shall remain as a firefighter position and shall be available to transfer to a company for manpower requirements on a shift by shift basis. If the floater is the third firefighter operator he/she shall be available to meet above manpower requirements.

(4) Firefighters who are permanently assigned to the Signal Room who request reassignment from the Signal Room may do so in accordance with Article 25. Such a request shall be in the form of a sixty (60) calendar day notice of intent, during which time another employee may be trained for the position, after having been selected for a list as later defined in this section.

(5) In the event there is no pending request by a firefighter to be assigned to the Signal Room on a permanent basis, the least senior firefighter appointed to the Department from a certified Civil Service list, may be assigned to the Signal Room for a twelve month period.

c. Temporary Assignments

(1) The Chief shall maintain a list of a minimum of eight firefighters who request to serve in the Signal Room on a temporary basis due to vacations or extended leaves of absence.

(2) No firefighter on the temporary list shall be required to serve more than sixty calendar days in the Signal Room during one calendar year without his consent as a replacement for vacations or extended leaves of absence. Previous time served in the Signal Room on any basis shall be considered in determining whether a firefighter has served sixty calendar days in the Signal Room.

(3) (a) A firefighter may request that his name be on the list for temporary fire alarm operator.

(b) A firefighter may remove his name from the temporary list upon sixty calendar days notice to the Chief.

(4) In the event that an insufficient number of firefighters voluntarily request to serve on the temporary list, the Chief will involuntarily assign the number of firefighters necessary to maintain an eight man roster for temporary assignments to the Signal Room, and such firefighters shall be the least senior firefighters in the Department, not otherwise permanently assigned to the Signal Room.

d. Transfer to the Signal Room

The transfer of firefighters to the Signal Room upon bid shall be governed by seniority, unless ability, performance of record of attendance is not satisfactory.

e. Signal Room Training

(1) Newly appointed firefighters to the Department from a certified Civil Service list may be assigned to the Signal Room for training on a rotating basis until certified by the senior fire alarm operator.

(2) No firefighter assigned to Signal Room training shall be required to be floated or transferred to an apparatus to fill in for manpower shortage.

(3) A trained floater may be transferred from an apparatus to the Signal Room to fill in for manpower shortage so long as this transfer does not cause a firefighter to be hired on an apparatus.

ARTICLE 25 – TRANSFERS

Section 1. When openings occur in the Department which do not represent promotions in grade, other than the Chief's chauffeur, the openings shall be filled by seniority in the rank with the job being posted as vacant as soon as possible. Bids on the posted vacancies shall be received by the Department for a period of fifteen (15) days, at which time the employee having the greatest seniority in the rank for the posted job who has bid on the job shall be

assigned to that job vacancy. Newly created vacancies shall be posted as soon as they occur. In the event an employee is out of the City or sick, injured, or on vacation, the employee may submit the bid form in advance. All “floater” positions will be open to bidding by all employees in the Department according to seniority.

(a) Firefighters or officers who are promoted shall remain in their new assignment for a period of one year from the date of promotion and may not be transferred or bid during this one year period, provided that the Chief may, at this discretion, permit a transfer when no employee has bid on an opening during this one year restriction. Notwithstanding the previous sentence, employees in Fire Prevention, Training, Signal Room and other staff positions shall remain in their assignments for a minimum of two (2) years.

(b) Firefighters (floaters) in group number 17 or higher, shall be allowed to bid for vacancies in these groups on a seniority basis.

Section 2. An employee shall not be limited to the number of bids submitted except that when once a bid based on seniority has been honored and the new assignment processed, an employee may not submit a new bid for a transfer to fill a vacancy for a period of one (1) year.

Section 3. All involuntary transfers shall be for just cause, with a written and specific reason for the transfer being given to the employee upon employee request.

Section 4. When a piece of apparatus is out of commission (under repair), and that Fire Company is replaced by another piece of apparatus, (not a reserve piece), the manpower of the decommissioned piece, with the exception of the officer in charge, will be detailed to other companies as needed. The manpower of the company filling in shall remain with its apparatus, its officer detailed as needed. The determination of whether the officer in charge of the

decommissioned apparatus remains with the replacement piece or the officer assigned to the replacement apparatus remains with his piece shall be determined by the District Chief.

Section 5. In the event a company is decommissioned or a position eliminated, the displaced member(s) shall be allowed to bid on or bump a less senior member from any position and such process will continue until all displaced or “bumped” members have a permanent assignment.

ARTICLE 26 – WORKING CONDITIONS

Section 1. Employees other than those normally assigned to maintenance shall not be required to do repair work, painting of the building, repair of motor vehicles or boiler cleaning.

Section 2. The officer in charge at each station shall apportion all work among subordinates as equitably as practicable.

Section 3. Employees shall not be required to drill or do extra house duties or special details on holidays including the two half-holidays for Christmas and New Years. Normal house duties will be performed on Sundays and holidays.

Section 4. Employees shall be allowed to change into their work uniforms upon reporting for duty and not be required to remain in dress uniform.

Section 5. Employees, except employees assigned to staff positions such as training officer, inspectors in Fire Prevention Bureau, planning officer and District Chiefs, shall not be required to report to work in dress uniforms. Employees must be in proper work uniform before relieving an employee from the “off-going” shift. The Chief may require employees to report to work in their dress uniforms no more than three times a year; said inspection periods will be no more than eight (8) days in length and shall begin on April 1, June 1, and December 1 of each

calendar year. Employees will be subject to inspection of their dress uniform by the Chief or his designees for not more than one (1) shift during any such inspection period.

Employees will not be permitted to report to work in sweatbands or bandanas, cutoff shorts, bathing suits, tank tops or beach tongs. The Chief may place further restrictions after complying with his collective bargaining obligations with representatives of the Association.

Section 6. Station Desk Duty shall be 8:00 a.m. – 4:00 p.m., Monday through Friday, with holidays to be treated as weekend days. The Association agrees to purchase security devices for maintaining the desk which is to be installed and maintained by the City.

ARTICLE 27 – HEALTH AND SAFETY

Section 1. A committee representing the Association shall meet with the Chief of Department at least once every other month to discuss and make recommendations for improvements of the general health and safety of the employees. In the event the Commonwealth of Massachusetts issues guidelines for physical fitness requirements for public safety employees, the parties shall reopen negotiations on the issue of the effect and implementation of such standards including providing fitness equipment and/or facilities to employees.

The City shall test Ladder Trucks and Platform I every 24 months using a schedule to test one piece of equipment every six months on a rotating basis.

Section 2. The City shall provide safe equipment and material to protect the health and safety of employees. If it is shown that the equipment or material is inadequate to meet the needs of the Department and may reasonably be expected to affect the health and safety of employees, the situation shall be corrected.

Section 3. The City shall plow the apparatus fire exits and established fire routes when snow storms are of such nature that plows are used to plow the City streets.

Section 4. Snow removal during a night tour of duty shall generally be limited to that required to enable the equipment to leave the station. Any additional necessary snow removal for walkways will be performed by the day shift.

Section 5. The City will supply each station with sufficient soap and paper towels.

Section 6. The City shall provide needed safety devices in the quarters and work places of employees and shall correct any unsanitary conditions in such quarters and work places pursuant to lists of such safety devices and unsanitary conditions supplied by the Association. The City shall provide industrial type first aid kits on all apparatus, bolt cutters on all ladder trucks, hope hand resuscitators in all District Chief cars and heavy duty gloves (two (2) pair) on all apparatus.

Section 7. The City will offer Hepatitis B vaccinations to all employees within the Department, including those who are hired subsequently.

Section 8. In order to provide adequate manpower and safety for firefighters in the event of a multiple alarm fire the City will establish an automated technology system to notify firefighters of the requirement to provide for additional personnel. In the event a second alarm has been ordered the City agrees to call back 9 firefighters, 3 officers to man companies, 1 District Chief and 1 fire alarm operator for a minimum of 3 hours in accordance with Article 10, Overtime. The first 9 firefighters, 3 officers, 1 District Chief and 1 fire alarm operator to respond will be selected to respond. Response to multiple alarms, therefore, will not be based on seniority. The same system will be used in the event a third alarm is ordered, i.e. 9 additional firefighters, 3 additional officers, 1 additional District Chief for PIO and 1 additional fire alarm

operator to fire ground. In the event of a fourth alarm an additional 9 firefighters and 3 officers will be called to man needed functions along with 1 additional District Chief and 1 fire alarm operator. A fifth alarm results in a general recall of all off duty personnel.

ARTICLE 28 – SPECIAL LEAVE

Section 1. Each employee shall be granted special leave with pay for a tour of duty on which he is able to secure another employee to work in his place provided:

- (a) Such substitution does not impose any additional costs on the City.
- (b) The District Chief in charge is notified by both employees involved not less than one (1) day prior to its becoming effective and approved, except that in case of emergency such notice may be by telephone and less than one day.
- (c) After notifying the District Chief, the employee who has agreed to work for another will be held responsible for working the shift(s) or partial shift(s) agreed to.
- (d) Provided further that the employee with whom the exchange is arranged is not also scheduled to work the tour of duty before or after the tour of duty involved.

Section 2. Each employee will be permitted, with approval of the Officer in Charge, to leave work on hour early provided he is properly relieved by his replacement on the oncoming shift.

Section 3. It is agreed that whenever a female employee shall become pregnant, she shall furnish the Chief of Fire with a certificate from her physician stating the approximate date of her delivery. She may continue to work so long as her physician certifies that she is able to do so, provided the Chief of Fire does not find her work performance is impaired. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom are, for all job-related purposes, temporary disabilities and should be treated as such under the

sick leave provisions of this Contract. Sick leave policy shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as it is applied to other disabilities, provided that nothing in this Article shall restrict a female employee from requesting leave of absence without pay under the provisions of General Laws, Chapter 31.

ARTICLE 29 – COMPENSATORY DAYS OFF

The granting of compensatory days off for firefighters which have been accumulated prior to the current year shall be administered by the District Chief in charge in such a manner so that every employee shall have an equal opportunity to receive the compensatory days off of their choice. Employees shall not be required to provide reasons for requested compensatory days off. Compensatory time or time off from duty will be allowed for employees attending State Fire Academy courses with the approval of the Chief. Final approval by a District Chief may not be issued more than twenty-four (24) hours before its use.

ARTICLE 30 – LEAVE OF ABSENCE WITHOUT PAY

The granting of leaves of absence without pay shall be subject to Civil Service provisions. Upon expiration of an approved leave of absence, or earlier if so requested by such employee, he shall be reinstated in the position held at the time leave was granted.

ARTICLE 31 – UNION ACTIVITY PROTECTED

Except for the right to strike, which is hereby prohibited, all other Union activities are protected unless they have been or are determined to be illegal by a court of competent jurisdiction or a state tribunal. Nothing shall abridge the right of any duly authorized representatives of the Union to present the views of the Union to the citizens on issues which affect the welfare of its members.

ARTICLE 32 – INSPECTIONS

During annual inspection programs, whenever the temperature is below 45 degrees Fahrenheit or whenever the temperature is above 85 degrees Fahrenheit, building inspection by in-service apparatus will be suspended.

The placement of a thermometer to record temperature measurements shall be agreed upon by the City and by the Association.

ARTICLE 33 – CLOTHING REQUIREMENTS

Employees shall be allowed to wear summer weight trousers between June 1st and October 1st in each calendar year. Employees shall not be required to wear ties during the months of June through September of each year provided that the appropriate shirts are worn. Employees shall not be required to wear hats or ties on desk watch. Shirt sleeve length shall be at the option of each employee. Employees may wear uniform color related sweaters, sweatshirts and jackets as part of their work uniform.

Fire Suppression Personnel:

Fire suppression personnel may, as part of the work uniform, between the hours of 10:00 p.m. and 7:00 a.m., wear navy blue shorts. No other color will be allowed. During daytime work hours in June, July and August, shorts will also be allowed. The Chief of the department will approve the type and style of shorts.

Chauffeurs will be allowed to wear shorts provided when they respond they wear jump pants.

ARTICLE 34 – POWER EQUIPMENT

The City shall provide power lawn mowers and power snow blowers to all stations.

ARTICLE 35 – EDUCATIONAL EXPENSES

The City will pay the cost of one required book per course taken under Chapter 811 of the Acts of 1967 upon satisfactory completion of the course and provided the text is turned in to the City. The employee may retain the text if it is required in a subsequent course and it shall be returned on completion of the course. If the Department has a required text available, the employee shall use it in the course and return it.

The City shall also pay any registration and other fees set by an educational institution with a maximum payment of \$15.00 for said fees per semester.

ARTICLE 36 – BURIAL EXPENSES

The City shall accept and shall be bound by the provisions of Massachusetts General Law, Chapter 41, Section 100G relative to the payments of funeral and burial of firefighters killed in the performance of their duties.

ARTICLE 37 – REPORTING INJURIES

Employees shall report injuries incurred in the line of duty as soon as possible but not later than ninety-six (96) hours after the injury as occurred. In the course of treatment for line of duty injuries, employees shall notify the City of a change in his or her primary care physician.

ARTICLE 38 – LONGEVITY

1. Employees with nine (9) or more, but less than fourteen (14) years of service as of December 31 of the calendar year shall receive \$450.00.
2. Employees with fourteen (14) or more, but less than nineteen (19) years of service as of December 31 of the calendar year shall receive \$550.00.
3. Employees with nineteen (19) or more, but less than twenty-four (24) years of service as of December 31 of the calendar year shall receive \$650.00.

4. Employees with twenty-four (24) or more, but less than thirty (30) years of service as of December 31 of the calendar year shall receive \$750.00.
5. Employees with thirty (30) or more years of service as of December 31 shall receive \$850.00.
6. Employees with thirty-five (35) or more years of service as of December 31 of the calendar year shall receive \$1,000.
7. Employees shall be paid their annual longevity increments on the second pay day in December of each year.
8. Upon termination or death, employees or their heirs shall receive their full longevity increment for the year of such termination or death.

ARTICLE 39 – NIGHT/STAFF DIFFERENTIAL

A night/staff differential will be paid to all bargaining unit members. This benefit will not be paid for scheduled tours of duty for an employee beyond his fourth consecutive tour of duty for an absence arising out of the use of sick leave or service-connected injury.

Differential is to be paid weekly.

July 1, 2012

	Per Week
Step 1	31.33
Step 2	34.18
Step 3	36.59
Step 4	39.12
Step 5	42.49
Lt. 16%	49.29

Lt. 17%	49.71
Capt. 16%	57.17
Capt. 17%	57.66
D.C. 16%	66.30
D.C. 17%	66.89

January 1, 2014

	Per Week
Step 1	31.80
Step 2	34.69
Step 3	37.14
Step 4	39.71
Step 5	43.13
Lt. 16%	50.03
Lt. 17%	50.46
Capt. 16%	58.03
Capt. 17%	58.52
D.C. 16%	67.29
D.C. 17%	67.89

July 1, 2014

	Per Week
Step 1	32.12
Step 2	35.04
Step 3	37.51

Step 4	40.11
Step 5	43.56
Lt. 16%	50.53
Lt. 17%	50.96
Capt. 16%	58.61
Capt. 17%	59.11
D.C. 16%	67.96
D.C. 17%	68.57

January 1, 2015

	Per Week
Step 1	32.60
Step 2	35.57
Step 3	38.83
Step 4	40.71
Step 5	44.21
Lt. 16%	51.29
Lt. 17%	51.72
Capt. 16%	59.49
Capt. 17%	60.00
D.C. 16%	68.98
D.C. 17%	69.60

June 28, 2015

	Per Week
Step 1	33.09
Step 2	36.10
Step 3	38.64
Step 4	41.32
Step 5	44.87
Lt. 16%	52.06
Lt. 17%	52.50
Capt. 16%	60.37
Capt. 17%	60.89
D.C. 16%	70.01
D.C. 17%	70.64

The calculation of the Night Differential benefit provided in Article XXXIX of the contract, and reflected in the Interim Agreement (with attached summary of the night differential benefit) concluded between the parties in April 2006, was determined based upon maintaining the same comparative percentage difference for this benefit between Fire and Police that presently existed. This difference was identified as a Fire night differential of approximately eighty three (83%) percent of that existing in the Police Department.

ARTICLE 40 – JURY DUTY

Employees shall be granted time off with pay the night tour before, the day tour of, and the night tour of the day on which he/she is required to serve on jury duty.

ARTICLE 41 – INSURANCE

1. The City shall provide health insurance, individual or family plan, for each employee. The City shall contribute at a rate of seventy-five percent (75%) of the cost of the premium for such health insurance plan, and the employee shall contribute at a rate of twenty-five percent (25%).

2. The City shall provide the life insurance death benefit at \$20,000.

3. Firefighters may at their expense purchase dental and vision insurance coverage. The City agrees that it will provide payroll deduction for the employee's payment of these two types of coverage.

ARTICLE 42 – MISCELLANEOUS

Section 1. Training officers' out of pocket expenses in the performance of their assigned duties shall be reimbursed by the City.

Section 2. Members on the NBFD Critical Incident Stress Management Team shall receive Compensatory Time, with the prior written approval of the Chief or his designee, for off duty training to maintain their CISM qualifications and for off duty debriefing/defusing for the NBFD.

Section 3. Members who, as a result of an incident, attend any CISM debriefing/defusing while off duty will receive compensatory time for their attendance.

ARTICLE 43 – HAZMAT/SPECIAL HAZARDS RESPONSE

In the event there is a future decision by the City of New Bedford to restore Rescue One to active service, the following criteria shall apply to its deployment:

Such unit shall have a minimum manpower assigned to it a work on each tour of duty of one officer or senior member, and one firefighter. To meet this manning level, there shall be

once captain and three lieutenants assigned to the unit and eight firefighters. Prior to any return of service of Rescue One, the parties will meet to agree upon the duties, qualifications and training for members of the company. The City may, however, now use Rescue One and/or Rescue Two at fire scenes using call-back personnel for Cascade equipment only.

In recognition of the requirement for employees to respond to and enter into situations involving unknown hazardous materials, including biological, etiological and infectious disease hazards, there shall be a Hazardous Duty Supplemental Wage of three percent (3%) of the base pay of a top step firefighter for all members of the bargaining unit.

ARTICLE 44 – RETURNING DISABLED RETIREES

Upon restoration of a firefighter to active service who has been previously retired for a job-related disability with the New Bedford Fire Department, the following shall apply:

1. The firefighter will be restored to his/her position at the same salary step (at current salary rates) that he/she was at at the time of his/her retirement.
2. Creditable service for retirement purposes in effect for him/her at the time of retirement shall thereupon be restored to full force and effect and upon his/her subsequent retirement, he/she shall be entitled to a normal yearly amount of retirement allowance computed as though such disability retirement or reinstatement had not taken place.

No additional member contributions shall be required as a precondition for receiving such creditable service.

3. A firefighter who has been paid for unused sick leave upon his/her disability retirement may have such sick leave, at the employee's option, restored provided the employee pays back the sick leave buyback payment. In addition, any sick leave lost which had not been sold to the City shall be restored with no payments required by the employee.

4. The employee sick leave incentive shall be available provided the employee has been restored to payroll at least six (6) months.

5. Clothing allowance will be paid to employees quarterly in accordance with the contract, and an employee has 12 months from the date of restoration to acquire all necessary uniforms.

6. Longevity will be calculated by using the service accumulated prior to the employee's disability retirement and subsequent service from the date of restoration to the payroll.

7. All time previously served will count as years of service for vacation purposes to determine the number of weeks of vacation an employee is entitled to under the contract. Vacation time will be prorated for the year in which the employee returns based upon the date of restoration.

8. Civil Service seniority will be calculated in accordance with Civil Service rules. Departmental seniority will be based upon active service within the fire department including all such time prior to retirement plus all time after restoration.

ARTICLE 45 – SENIORITY

In determining seniority relative to departmental benefits and privileges in the event of ties in the rank on the Department of Personnel Administration list, a tie-breaker shall be determinative based upon civil service test scores to the nearest one hundredth of one percent (.01%). If a tie remains after obtaining such scores, a tie shall be broken by lottery between or among those affected.

ARTICLE 46 – DRUG TESTING

Section 1. Purpose

The purpose of this Article is to protect the integrity of the New Bedford Fire Department and maintain public confidence in Fire personnel who are responsible for public safety. To this end, the City and the Union agree that the unlawful use of illicit drugs or controlled substances, or the use of alcohol at such times as would impair a firefighter's performance of his/her duties is severely detrimental to the integrity of the Department and to overall public confidence in firefighting, and therefore, shall not be tolerated.

Section 2. Policy

It is the policy and commitment of the City and the Union to provide an environment within the workplace which is free from prohibited drugs and alcohol in order to protect the health and safety of employees are required to report to work fit for duty and to refrain from activities which would impair their ability to perform their duties and responsibilities.

The City and the Union recognize that alcohol and substance abuse are considered by many healthcare professionals to be an illness, and encourages their employees and members to voluntarily utilize the City's Employee Assistance Program (EAP) before such abuse affects their job performance.

This policy provides for drug testing for controlled substances by means of urinalysis, as well as breath testing for alcohol. The circumstances under which an individual will be tested for controlled substances and/or alcohol pursuant to this Article are:

- Pre-employment
- Random
- Reasonable suspicion
- Post-accident

- Return to duty/follow-up testing

All tests for controlled substances and/or alcohol ordered by the City/Department pursuant to this Article shall be at the expense of the City.

Section 3. Prohibited Conduct

Conduct that is expressly prohibited by the Article includes:

- Reporting for duty with a blood alcohol level of 0.04 or greater;
- Use of alcohol while on duty;
- Use or possession of controlled substances at any time except when said use is pursuant to the specific instructions of a physician who has advised the employee that the substance will not adversely affect the employee's ability to perform the duties and responsibilities of a firefighter;
- Refusal to submit a required test for controlled substances or alcohol as authorized under this Article, or tampering with samples offered at such a test.

Section 4. Testing Procedures

In order to protect the privacy of the employee and the integrity of the testing process, to safeguard the validity of the test results, and to ensure that those results are attributed to the correct employee, testing for the presence of alcohol and/or controlled substances will be conducted by trained personnel using procedures mandated by the Department of Health and Human Services, and will be conducted in as private a manner as practical. All records maintained by the City/Fire Department pertaining to such testing shall remain confidential; provided however, that any such records may be utilized in any legal proceeding in defense of the City/Fire Department.

A. The City agrees that its testing procedures for the presence of controlled substances and alcohol shall conform to the following:

- (1) There shall be an established chain of custody procedure for both sample collection and testing that will ensure the integrity and identity of each sample and test result.
- (2) A sufficient sample of the same body fluid or material shall be collected to permit an initial screening test, a confirmatory test, and a sufficient amount to be set aside and reserved for later testing if requested by the employee. In the case of urine testing, it shall be a split sample.
- (3) Collection of all samples shall be conducted in such a manner as to preserve the individual employee's right to privacy, and ensure a high degree of security for the sample and its freedom from alteration. Employees shall not be witnessed while submitting a sample; however, additional testing procedures may be implemented to prevent the submission of a fraudulent or adulterated sample.
- (4) All breath tests for alcohol order under this Article shall be performed by a United States Department of Transportation (DOT) certified operator, and shall be done on a DOT-certified breath analysis machine.
- (5) All samples that test positive for controlled substances in the initial screening shall be confirmed by gas chromatography, with mass spectrometry or an equivalent scientifically accurate and accepted method that provides quantitative data about drug metabolites.
- (6) Any positive breath alcohol screening test shall be confirmed by a second test administered within twenty (20) minutes, or, at the employee's option, by a blood test utilizing gas chromatography or an equivalent scientifically accurate and acceptable method. Any confirmatory blood test requested by the employee under this provision shall be conducted at the City's expense.

- (7) All employees tested for controlled substances and/or alcohol shall have the opportunity to have an additional portion of the sample tested by a licensed testing facility of his/her own choosing; however, such testing shall be done at the employee's expense.
- (8) All body fluid samples shall undergo an initial screening procedure, followed, if necessary, by a confirmation test. The confirmation procedure shall be technologically different and more sensitive than the initial screening tests. An initial positive test result during the screening procedure shall not be considered conclusive; rather, it will be classified as "confirmation pending." Notification to the City/Fire Department of test results shall be withheld until the results of the confirmatory test are obtained. No positive test result shall be reported to the City/Fire Department unless both the initial and confirmatory test results are positive as to the same sample.
- (9) Each firefighter who has a confirmed positive test result shall be provided a report by the testing facility indicating the types of tests conducted, the results of each test, the detection level used by the facility and any other information provided to the City/Fire Department concerning the firefighter's test.
- (10) All samples testing positive shall be maintained for a period of not less than one hundred twenty (120) days, in order to permit additional testing at the election (and expense) of the employee.

B. Testing for controlled substances and/or alcohol shall occur in the following situations:

- (1) Pre-employment. All persons conditionally offered a position with the Fire Department as a firefighter shall be required to submit to a test for controlled substances and alcohol prior to assuming the duties of the position. In the event

an individual either refuses to submit to said test(s), or tests positive, the conditional offer of employment shall be withdrawn.

- (2) Random. All firefighters shall be subject to random testing for controlled substances and alcohol. In addition to the testing procedures outlined in subsection A above, the following conditions shall apply to random testing:
 - (a) The City will contract with an independent third party to provide random selection services through the use of a computerized random number generator program based upon unique three (3) digit identification numbers developed by the City for the random testing process. The City shall specify the percentage of bargaining unit positions that are to be tested annually, which shall be no fewer than twenty-five percent (25%) and no more than fifty percent (50%), and the number of dates on which the tests are to be conducted (i.e., the number of times per year that random testing shall occur). The random number generator will then select the actual dates, the specific individuals to be tested on each date, and the shift (first, second, or third relief) on which the testing shall begin. In the event that testing begins on the second or third relief, the preceding reliefs shall be processed on the following day.
 - (b) To maintain the security of the selection system, the contractor shall deal exclusively with the Fire Chief, or in his/her absence, his/her designee for purposes of notifying the City of testing dates and individuals selected, verifying and updating the selection pool, and supplemental selection of individuals, if necessary.

- (c) When the Department's contact person is notified of a testing date by the selection contractor, he/she shall promptly contact the President of the Union, or such other individual as has been previously designated in writing by the President to notify the Union of the test date. In the absence of the President or designated alternate, the Department shall attempt to notify the next highest individual in the Union in descending order within the Union hierarchy. It shall be the obligation of the notified Union representative to promptly come to the office of the Fire Chief (or his/her designee) to participate in the verification of the random drug test pool roster, and verification of the selection of firefighters to be tested.
- (d) Upon arrival of the Union representative, the Fire Department's contact person shall notify the selection contractor to fax a copy of the existing random drug test pool roster, signed by the selection contractor. Upon receipt of the roster from the selection contractor, the Fire Department's contact person, in the presence of the Union representative shall update and verify the roster, including the random test identification numbers for all firefighters. The Fire Department's contact person and the Union representative shall then both sign off on the roster and return it to the selection contractor by fax. The contractor will promptly do the random selection, sign the selection list, and return it to the Fire Department's contact person. The Fire Department's contact person and the Union representative will then check the selection list against the updated roster to ensure that all of the numbers selected are on the roster. Within one (1) week after the testing date, the Fire Department shall

deliver to the Union executed (i.e., “signed off”) copies of the initial roster submitted by the contractor, the updated roster returned by the Fire Department, and the selection list sent by the contractor. All copies of rosters, lists and other related records shall be maintained in secure storage by both parties, allowing access on a strict need-to-know basis only.

(5a) Reasonable Suspicion

“Reasonable suspicion” is a belief based on objective facts sufficient to lead a reasonably prudent person to suspect that an employee is using or is under the influence of a controlled substance and/or alcohol so that the employee’s ability to perform his/her duties is impaired. Reasonable suspicion shall be based on information of objective facts obtained by the Fire Department and the rational inferences which may be drawn from those facts. The credibility of the sources of information, whether by tip or information, the reliability of the information, the degree of corroboration, the results of the investigation or inquiry and/or other factors shall be weighed in determining the presence or absence of reasonable suspicion.

(b) Review of Directive

(1) The firefighter may initiate a review of the directive by execution of a form, a copy of which is attached hereto (and made a part hereof, either accepting the directive or requesting a review of it. Failure to sign the form shall be deemed an implied consent to the test. The firefighter must, however, provide a urine sample in the case of suspected use of a controlled substance, or a blood sample in the case of suspected use of alcohol, but it will not be tested until completion of the review. At his/her option, a firefighter may select breath testing for suspected

alcohol use instead of submitting a blood sample. In such instances, the breath test shall be administered as soon as practical; however, the results of the breath test shall not be released until the review has been completed. The firefighter may, at the time the sample is provided, request that he/she be provided with a non-tested sample.

(2) The review of the Fire Chief's directive must be completed within twenty-four (24) hours of the request for review. The Fire Chief's directive shall be reviewed by a committee of three (3) individuals comprised of the Chief or his designee, one (1) representative appointed by the Union, and the Director of Public Health or a healthcare professional designated by him. The Fire Chief or the Union shall appoint individuals who in each instance are able to comply with the twenty-four (24) hour time constraints for concluding the review.

(3) The review shall be an informal process. The purpose of the review is solely to determine whether or not the Fire Chief has information which establishes reasonable suspicion to request the drug test. The firefighter shall not be a participant in the review by the committee. The committee shall make a decision by majority vote based upon information submitted by the Fire Chief and/or the employee. During the review, the Fire Chief reserves the right to determine the firefighter's assignment. No discipline may be imposed upon the firefighter for violation of Fire Department rules or regulations pending receipt of the result of the review of the directive.

(4) If the review committee determines the directive is warranted, the sample will be tested as soon as possible. If the review committee determines the

directive is not warranted, the sample shall not be tested and shall be destroyed.

The decision of the review committee shall be final and binding and the decision shall not be subject to the grievance and arbitration provisions of the Collective Bargaining Agreement. However, the firefighter's individual rights as to grievance and arbitration and/or Chapter 31 are not waived hereby. The result of the test shall be submitted in writing to the Fire Chief and the firefighter as outlined in subsection A(9) above.

- (6) Post-Accident. All firefighters shall be subject to post-accident testing in the event any of the following conditions occur:
- (1) The accident results in a fatality;
 - (2) The accident results in bodily injury to any party requiring medical attention away from the scene of the accident;
 - (3) The accident involves damage to fire apparatus and/or to a motor vehicle requiring the fire apparatus and/or motor vehicle to be towed from the accident scene;
 - (4) The accident results in a citation for a moving violation being issued to the firefighter.
- (7) Return to duty/follow-up. All firefighters who are required to participate in a rehabilitation treatment program as a condition of continued employment shall be subject to additional follow-up testing as outlined in Section 5 below.

Section 5. Disciplinary Action for Confirmed Positive Test Results

A. Illicit/Illegal Controlled Substances

Any firefighter testing positive for any illicit/illegal controlled substance shall be terminated.

B. Alcohol or Legal Drugs Other Than Valid Prescription Drugs

(1) First Positive. The first confirmed positive test result will be cause for disciplinary action up to and including thirty (30) day disciplinary suspension. In addition to the suspension, the firefighters must agree to the following conditions: (1) the employee will be mandatorily referred to the City's Employee Assistance Program for evaluation, diagnosis and development of a treatment plan consistent with generally accepted standards; and (2) the firefighter will be required to cooperate in the treatment plan, undergo unannounced periodic drug and/or alcohol screening for a period of up to twelve (12) months, successfully complete the prescribed treatment, remain free of drug and alcohol use, and sign an agreement consenting to said conditions. The unannounced periodic drug and/or alcohol screening provided for in this paragraph shall be done while the firefighter is on duty; provided, however, that if the firefighter was scheduled to work and has called in sick, he/she may be ordered to undergo such drug and/or alcohol screening at such time at the discretion of the Fire Chief and/or his/her designee. Failure to comply with these conditions of continued employment shall be cause for further discipline, up to and including discharge for the first instance on non-compliance.

(2) Second Positive – During Treatment. If a firefighter has first confirmed positive test under the previous subparagraph 1 and enters a treatment program, and thereafter that firefighter has a subsequent confirmed positive test result while the employee is in treatment, as a result of unannounced period drug and/or alcohol screening, the firefighter shall receive a ninety (90) day disciplinary suspension and shall be required to continue

in treatment and comply with the other conditions of treatment set forth in the preceding paragraph. The appropriateness of the ninety (90) day disciplinary suspension shall be final and binding on the Union and the firefighter, and shall not be subject to the grievance and arbitration procedure.

Any confirmed positive test thereafter, whether random, periodic unannounced, or reasonable suspicion, while the firefighter is still in treatment, shall result in the firefighter's immediate discharge, which penalty shall be final and binding on the Union and the firefighter, and shall not be subject to the grievance and arbitration procedure. The scope of arbitration under this section shall be limited solely to a determination as to whether or not there was a second (or subsequent) confirmed positive test.

(3) Second Positive – Reasonable Suspicion or Random. A firefighter who has a first confirmed positive test under paragraph B(1) of this Section and who subsequently has confirmed positive test as a result of either random or reasonable suspicion testing shall be discharged, which penalty shall be final and binding on the Union and the firefighter and the penalty shall not be subject to the grievance and arbitration procedure. Any grievance filed hereunder shall be limited solely to a determination as to whether or not there was a second confirmed positive test.

C. Employment Status. There is no requirement on the part of the City to keep a firefighter on active employment status who is receiving treatment under this Section if it is appropriately determined by a physician and/or certified medical or psychological professional either: (a) the officer's current use of alcohol and/or drugs prevents such individual from performing his/her duties, or (b) his/her continuance on active status would constitute a direct threat to the property or safety of him/herself or to others. Any such firefighter removed from active employment

status shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave pending treatment.

D. Other Related Discipline. This section shall in no way limit discipline for offenses other than substance abuse, nor shall it limit the discipline to be imposed for selling, purchasing, possessing, using or delivering any illegal drug, which in all instances shall be termination. In cases of misconduct arising out of, relate to, or aggravated by alcohol or drug abuse, the discipline imposed shall be based upon the extent, severity, and/or consequences of the misconduct. The refusal of a firefighter to submit to any test prescribed under this Article shall be deemed to be a confirmed positive test and shall subject the firefighter to the level of discipline appropriate to the test.

Section 6. Voluntary Referral

It is specifically agreed that no firefighter shall be disciplined or the subject of adverse employment action for the first instance where the firefighter notifies the City or the Fire Department that he/she has a problem with a legal prescription drug or alcohol use, and voluntarily seeks assistance prior to initiation of an investigation of suspected drug or alcohol abuse by the firefighter. In the event that a firefighter who has notified the Fire Department as stated in this section is disciplined for the drug or alcohol abuse after an investigation is initiated by the Fire Department, the Fire Department shall, upon the firefighter's written request, provide the firefighter with written documentation of the date on which an investigation was initiated.

Such firefighters shall be referred by the managerial employee who is notified to the City's Employee Assistance Program (EAP) for confidential counseling and treatment. Such voluntary participation shall not confer immunity from discipline for any misconduct other than the substance abuse. The managerial employee shall not divulge any information received from

the firefighter who voluntarily seeks the help of EAP except within the City administration on a strict need-to-know basis only. Information concerning the firefighter's voluntary referral shall not be disseminated outside of the City administration, except with the firefighter's written authorization or if required, pursuant to legal discovery. Voluntary referral to EAP, however, does not relieve the firefighter from the responsibility to adequately perform his/her job. In addition, voluntary referral does not relieve the firefighter from the requirements to take any of the required tests for controlled substances and/or alcohol as described in this Article.

ATTACHMENT

New Bedford Fire Department

I, _____ have been instructed/volunteered to submit to a urinalysis test to detect the presence of illegal controlled substances pursuant to the Collective Bargaining Agreement between the City of New Bedford and IAFF Local 841. The Agreement requires a firefighter to initiate a review of this directive by either accepting the directive or requesting that it be reviewed under the procedures outline in the Agreement.

I thereby elect the following:

____ I accept the directive

____ I request the directive be reviewed

I am not taking any prescription drugs _____

I am taking the following prescription drugs

Per Order of Doctor _____

Witness

Date

ATTACHMENT

SAMPLE COLLECTION AND TESTING PROCEDURE

- A. The urine test sample from the firefighter shall be taken and secured by the physician or laboratory designated pursuant to this agreement.
- B. A portion of the original non-tested sample shall be provided to the officer upon request, so long as the collector retains a minimum amount of 50cc. The sample container shall be sealed in the presence of the firefighter with a label that is signed by both the firefighter and the collector.
- C. The sample will remain the custody of the collector untested, if the firefighter has requested a review of the Fire Chief's directive, and shall remain there until the completion of the review process.
- D. The firefighter shall be allowed to list and record all the legal drugs that he/she may have taken or is taking.
- E. The testing will be conducted immediately unless the firefighter has initiated a review of the Fire Chief's directive to provide the sample. In the latter case, the testing will be immediately conducted after notification by the review committee that such testing is warranted.

F. If the committee finds that the test is not warranted, the Fire Chief or his/her designee shall notify the testing agency to destroy said sample in accordance with the collective bargaining agreement.

G. A written chain of custody record shall be kept by the collector of the sample.

H. The screening shall include testing for all controlled substances to include, but not limited to, testing for cannabinoids, cocaine, amphetamines, barbiturates, opiates, antihistamines and synthetic narcotics.

I. All results reported as positive will be verified by GC Mass Spectrometry.

J. The testing agency shall provide a written report of results to the firefighter and to the Fire Chief or his/her designee.


ARTICLE 47 – DURATION

1. The Provisions of this Agreement, unless otherwise specified, shall be effective July 1, 2012 and shall extend through June 30, 2015. Either party wishing to terminate, amend or modify this Agreement must so notify the other party in writing on or after January 1, 2015 and collective bargaining shall commence no later than sixty (60) days after such notice has been received. Any modification during the terms of this Agreement shall be continued in full force until such time that an agreement is reached. 2. Retroactive Provisions.


All articles are effective July 1, 2012, unless otherwise noted.


IN WITNESS WHEREOF, the Union and the City have caused this Agreement to be signed by their duly authorized representatives on this 15th day of March, 2017.

Approved as to form:


William M. Straus, Union Attorney

LOCAL 841, IAFF, AFL-CIO, CLC
By:



William Cabral, President

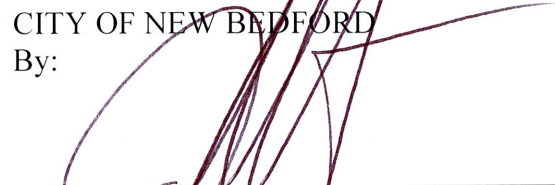

Stephen Peixoto, Secretary

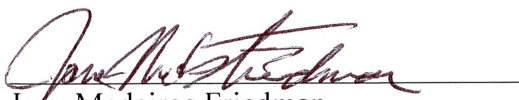

Lionel Tetreault, Treasurer


George Silva, Vice President

Approved as to form:


Mikaela A. McDermott, City Solicitor

CITY OF NEW BEDFORD
By:

Jonathan F. Mitchell, Mayor


Jane Medeiros Friedman,
First Assistant City Solicitor

APPENDIX A

42 HOUR WORK SCHEDULE (8 WEEK CYCLE)

Wk.	S	M	T	W	T	F	S
1	D	D	N	N	X	X	X
2	X	D	D	N	N	X	X
3	X	X	D	D	N	N	X
4	X	X	X	D	D	N	N
5	X	X	X	X	D	D	N
6	N	X	X	X	X	D	D
7	N	N	X	X	X	X	D
8	D	N	N	X	X	X	X

Wk.	S	M	T	W	T	F	S	Hrs.
1	10	10	6	14	8	X	X	48
2	X	10	10	6	14	8	X	48
3	X	X	10	10	6	14	8	48
4	X	X	X	10	10	6	14	40
5	8	X	X	X	10	10	6	34
6	14	8	X	X	X	10	10	42
7	6	14	8	X	X	X	10	38
8	10	6	14	8	X	X	X	38

APPENDIX B

24 HOUR SHIFT WORK SCHEDULE (8 WEEK CYCLE)

Wk.	S	M	T	W	T	F	S	Hrs.
1	16	8	16	8	X	X	X	48
2	X	16	8	16	8	X	X	48
3	X	X	16	8	16	8	X	48
4	X	X	X	16	8	16	8	48
5	X	X	X	X	16	8	16	40
6	X	X	X	X	X	16	8	32
7	16	8	X	X	X	X	16	40
8	8	16	8	X	X	X	X	32

Wk.	S	M	T	W	T	F	S
1	A	B	A	B	C	D	C
2	D	A	B	A	B	C	D
3	C	D	A	B	A	B	C
4	D	C	D	A	B	A	B
5	C	D	C	D	A	B	A
6	B	C	D	C	D	A	B
7	A	B	C	D	C	D	A
8	B	A	B	C	D	C	D

APPENDIX C

LOCAL 841, IAFF

The return to service of Engine Co. #8

- An additional engine will be placed into service as Engine Company #8 and respond from the present Fire Station #8 at Acushnet Avenue & Davis streets.
- Minimum manpower for the Quint Companies #4 and #5 will be the same as other companies; 1 Officer and 3 Firefighters.

The current apparatus known as “Quint Co. #4” will be re-designated as “Ladder Co. #4” and respond as a ladder company only. If a pattern of use develops where ladder #4 is being utilized as a Quint then the minimum manpower on Ladder #4 will return to 1 Officer and 5 Firefighters.

- Minimal hose will be kept on Ladder #4.

The current apparatus known as “Quint Co. #5” will respond as an engine company only. Only the equipment previously carried on “Engine #5” will remain, except for equipment that may have been added to all Engine Companies. If a pattern of use develops where it is being utilized as a Quint then the minimum manpower on Engine #5 will return to 1 Officer and 5 Firefighters.

- A “Standard Operating Procedure” shall be drafted and implemented which defines the use of the current quint apparatus as Ladder 4 (Quint #4) and Engine 5 (Quint #5).
- The Fire Department reserve engine being used as Engine Co. #8 will be replaced with a new engine as soon as funds are available.
- The City will research and consider replacing the “Quint #4” apparatus with a conventional ladder truck as soon as practical. If and when Quints 4 and 5 are replaced, they shall be replaced with non-Quint apparatus.
- Should any of the present fire companies, including Engine #8, be decommissioned in the future then the manpower requirements for any quints still in service will return to 1 Officer and 5 Firefighters. If for any reason a decision is made to run Ladder #4 and/or Engine #5, temporarily or permanently, as a Quint, then the minimum manpower will return to 1 Officer and 5 Firefighters for any such period.

- The proposed manpower changes will not take effect until Engine Co. #8 is placed back in commission.

AGREEMENT

between the

CITY OF NEW BEDFORD

and

**LOCAL 841
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
AFL-CIO-CLC**

July 1, 2015 – June 30, 2016

This Agreement between City of New Bedford, hereinafter referred to as the "City" and Local 841, International Association of Firefighters, AFL-CIO-CLC, hereinafter referred to as the "Union" is a product of the collective bargaining between the parties and is executed by their authorized representatives as a supplement to and as an amendment in part to the prior collective bargaining agreement between the parties.

Unless otherwise specified the terms of this agreement are effective on July 1, 2015.

It is agreed by the City and the Union that all provisions of their prior contract neither expressly amended nor expressly deleted by this Agreement are renewed, incorporated into, and made part of this Agreement for all purposes.

"Article" identification and reference in this Agreement reflect the subject matter of the parties' prior contract except to the extent new articles and subject matter are included in this Agreement.

1. Article XX – Wages

Amend as follows:

Section 1. The pay schedule of July January 1, 2015 shall be increased effective:

January 1, 2016 – 1% all steps and grades.

Signed this 1ST day of September, 2017.


This agreement is subject to funding by the City Council and ratification by the Union membership of this Agreement and the July 1, 2016 - June 30, 2019 agreement.


Local 841 International Association
of Firefighters, AFL-CIO-CLC

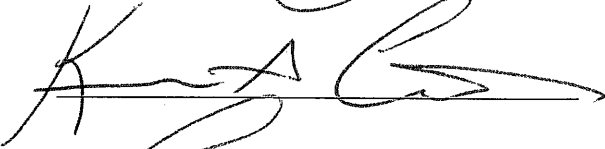
City of New Bedford

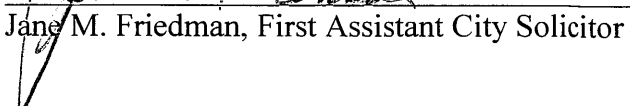



Jonathan F. Mitchell, Mayor




Jane M. Friedman, First Assistant City Solicitor




Mikaela A. McDermott, City Solicitor

AGREEMENT

between the

CITY OF NEW BEDFORD

and

LOCAL 841
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
AFL-CIO-CLC

July 1, 2016 – June 30, 2019

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Unless otherwise specified the terms of this agreement are effective on July 1, 2016.

It is agreed by the City and the Union that all provisions of their prior contract neither expressly amended nor expressly deleted by this Agreement are renewed, incorporated into, and made part of this Agreement for all purposes.

“Article” identification and reference in this Agreement reflect the subject matter of the parties’ prior contract except to the extent new articles and subject matter are included in this Agreement.

1. Article XX – Wages

Amend as follows:

Section 1. The pay schedule of January 1, 2016 shall be increased effective:

- January 1, 2017 – 1.5% all steps and grades
- January 1, 2018 – 1.5% all steps and grades
- July 1, 2018 – 1% all steps and grades
- January 1, 2019 – 1% all steps and grades

2. Article 9 – Work Week and Work Schedules:

The Union acknowledges that the City has satisfied its bargaining obligations with respect to the relocation of the Fire Alarm Signal Room to the Police Department Communication Center and with respect to adding the EMS dispatch work to Firefighters assigned to the Communications Center.

Amend by replacing the second paragraph of Section 1 with the following:

“The New Bedford Fire Department Fire Alarm Signal Room will be functionally consolidated into the New Bedford Communications Center. The average weekly hours of duty of the permanent members of the uniform force of the New Bedford Fire Department assigned to the New Bedford Communications Center shall not exceed forty-two (42) hours over an eight week cycle pursuant to the work week schedule as set forth in Appendix A. There shall be two tours of duty, a day tour and a night tour. The day tour shall consist of 10 hours beginning at 8:00 AM and the night tour shall consist of 14 hours beginning at 6:00 PM. Firefighters assigned to the New Bedford Communications Center are under the Fire

Department chain of command. Fire dispatchers shall be responsible for fire and EMS dispatching services. The Department shall provide Emergency Medical Dispatcher (EMD) Training to the personnel conducting EMS and fire dispatch operations. This paragraph does not alter operational practices and benefits currently provided to Fire dispatchers at the time of such consolidation or change any bargaining obligations of the parties.”

3. Article 11 – Vacations:

Effective January 1, 2018:

Add the following to the end of Section 3(a):

“The first, second, third, and fourth weeks of vacation shall be determined by Department seniority by Company by group to be picked in two week increments starting with the most senior employee. (See section 3(i) for the fifth and sixth weeks of vacation)”

Replace Section 3(c) in its entirety with the following:

“Employees shall not exchange scheduled vacation periods. However, employees with the rank of District Chief shall be permitted to exchange scheduled vacations regardless of assignment.

Beginning with calendar year 2018, unit members will have the ability to bid on vacation weeks to be used and vacation swaps will not be permitted.”

4. Article 18 - Residing Outside City Limits:

Amend by inserting the following after the first sentence:

“Notwithstanding the previous sentence, all firefighters appointed on or after September 1, 2017 shall be residents of the City of New Bedford for at least ten years before being allowed to reside in other towns or cities which are within a 15 mile radius of New Bedford.”

5. Article 19 - Typewriters

Delete article.

6. Article 32 - Inspections

Amend by deleting “45 degrees” and substituting “25 degrees”.

7. Article 47 – Global Positioning System

Insert new Article 47 and renumber remaining article:

“The parties agree that Global Positioning System or similar system may be activated in all Departmental vehicles and will be utilized by the Chief and his/her designees to monitor the location of City vehicles assigned to the department. The parties agree that such GPS will be used primarily for firefighter safety, efficiency of operations, incident response, dispatching, complaints, investigations, plan development and strategy, and deployment of personnel, and performance improvement.”

8. Article 48 – Duration

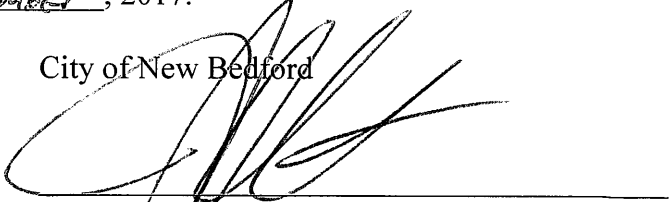
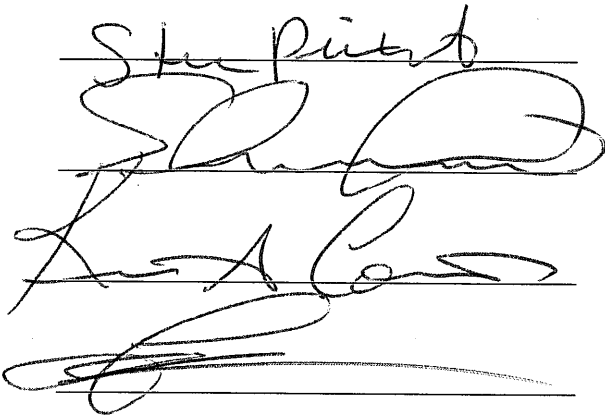
Three year contract for the term July 1, 2016 to June 30, 2019.

This agreement is subject to funding by the City Council and ratification by the Union membership of this Agreement and the July 1, 2015 – June 30, 2016 agreement.

Signed this 1st day of September, 2017.

Local 841 International Association
of Firefighters, AFL-CIO-CLC

City of New Bedford



Jonathan F. Mitchell, Mayor



Jane M. Friedman, First Assistant City Solicitor

Mikaela A. McDermott, City Solicitor