

**Collective Bargaining Agreement**

**The Town of Norfolk**

**And**

**Local 4134**

**International Association of Firefighters**

**AFL-CIO**

**July 1, 2012 – June 30, 2016**

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## **PREAMBLE**

**This agreement made the first day of July, 2012 by and between the Town of Norfolk, Massachusetts, hereinafter referred to as the "Town" and Norfolk Local 4134, I.A.F.F., AFL-CIO, hereinafter referred to as the "Union".**

## ARTICLE I

### Recognition

The Town hereby recognizes the Bargaining Unit as the exclusive collective bargaining representative with respect to wages, hours, and other terms and conditions of employment for all permanent Firefighters, Lieutenants, Captains, and Deputy Fire Chief \* excluding the Chief of the Department.

## ARTICLE II

### Terms of Agreement

- A) This Agreement shall commence on July 1, 2012 and end on the thirtieth day of June, 2016.
- B) By mutual consent, evidenced by written Agreement, duly executed by the parties, this Agreement may be modified or changed by adding new provisions or deleting existing provisions during the term of this Agreement.
- C) Either party wishing to modify, amend, or cancel this contract shall notify the other party on or before September 1, 2015. Said notice to be in writing. In the event such notice is given, negotiations shall begin within fifteen (15) days of receipt of said notice. Said notice, if given, will be for the purposes of establishing a new Agreement effective July 1, 2016.
- D) If no new contract is executed on or before June 30, 2016, all terms, provisions, and conditions herein contained shall remain in full force and effect until such time as a new contract has, in fact, been executed.
- E) This Agreement shall be binding upon the successors and the assigns of the parties hereto and no provisions, terms or obligations herein contained shall be affected, modified, adhered or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location of place of business of either party.

\*The Town of Norfolk maintains the right to revert the position to its original non-union status at any time with the understanding the Deputy Fire Chief will no longer be required to fulfill on-duty shift status, i.e. being part of an on-duty group. Should the town exercise this right, the Deputy Chief at that time will be provided at least a ninety (90) day notice, have the right to leave the Deputy Chief position and stay as a member of the on-duty group at pay that reflects their status prior to moving to the Deputy Chief position or negotiate a new salary as a full-time non-bargaining unit Deputy Chief.

## **ARTICLE III**

### **Stability of Agreement**

#### **Section 1**

No agreement, understanding, alteration or variation of the agreements, terms or provisions herein contained shall bind the parties hereto, provided, however, that the terms and conditions of employment of unit employees, not covered by a specific provision of this Agreement, shall be maintained for the duration of this Agreement.

#### **Section 2**

The failure of the Municipal Employer or the Association to insist, in any one or more incidents, upon performance of any of the terms, or conditions of this Agreement shall not be considered as waiver or relinquishment of the rights of the Municipal Employer or of the Association to future performance of any such term or condition, and the obligations of the Association and the Municipal Employer to such future performance shall continue in full force effect.

## **ARTICLE IV**

### **Management Rights**

Bargaining Unit members recognize the right and power of the Chief to select and hire all employees, to determine the necessity for filling a vacancy, to transfer employees from one shift to another, to suspend, discipline or discharge employees, to assign, supervise or direct all working forces and to maintain discipline and efficiency among them; to lay off employees and to set hours of employment when required because of curtailment of work, and generally to control and supervise Department operations and to exercise other customary functions of management in carrying on its operation.

In the exercise of the above noted management's rights, the Town shall not undermine or discriminate against members of the Bargaining Unit.

## **ARTICLE V**

### **Grievance Procedure**

The Union, on behalf of any member of the Bargaining Unit, may file a grievance.

- A) It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
- B) Any full-time employee who is currently a member of the Bargaining Unit and covered may file a grievance by this Agreement. A grievance is defined as a dispute concerning the application, meaning and interpretation of the terms of this Agreement and shall be resolved with the following procedure:

- STEP 1.** The grievance shall first be presented to the Union Grievance Committee in order to make a determination of whether or not a legitimate grievance exists.
- STEP 2.** The grievance shall then be presented orally to the Chief of the Department or their designee within fifteen (15) days.
- STEP 3.** If no satisfactory resolution is reached in Step 1, the aggrieved member and/or bargaining unit shall present the grievance in writing to the Town Administrator within fifteen (15) days. The Town Administrator shall respond in writing within fifteen (15) calendar days. In the event the Town Administrator is on vacation or otherwise unavailable during part or all of the fifteen (15) days period, the time limit shall be extended for the duration of the vacation or absence.
- STEP 4.** If no satisfactory resolution is reached in Step 2, the aggrieved member and/or bargaining unit shall present the grievance in writing to the Board of Selectmen within fifteen (15) days of the Town Administrator's response.
- STEP 5.** The Board of Selectmen shall, upon receipt of the written grievance, consider the same and within twenty-one (21) days conduct a hearing, in executive session, between the parties. The Board of Selectmen shall notify the aggrieved member and bargaining unit within fourteen (14) days after the close of the hearing of its decision. If the basis of the grievance involves a factual question rather than a legal interpretation of this Agreement, then all parties have the right to be present and to be heard by the Board of Selectmen.
- STEP 6.** Should the Board of Selectmen fail to comply within the requirements of Step 4 of this procedure, or should the grievance not be resolved at said Step 4, either the bargaining unit or town, as applicable, may within twenty-one (21) days next following notification required under Step 4, request arbitration of the grievance pursuant to the rules of the American

**Arbitration Association. The parties may agree to mediation in lieu of submitting a grievance pursuant to the American Arbitration Association. The Board of Selectmen and the bargaining unit shall jointly agree on the selected mediator.**

- C) The arbitrator selected under this Article shall have no power to modify, amend, add to, subtract from, or alter this Agreement in any way, and the award shall be final and binding on the parties involved in the particular arbitration proceeding to the extent permitted by current and future law.**
- D) The grievant(s) and not more than one Bargaining Unit representative shall suffer no loss of pay by reason of their appearances at arbitration hearings conducted in behalf of the said grievant(s) under the provisions of this Article. Additional employees may be authorized by the Town to attend such hearings without loss of pay.**
- E) The costs of arbitration shall be shared equally between the Town and the Bargaining Unit, except that should a grievance be withdrawn from arbitration for any reason other than as a result of its having been settled by agreement the parties thereto, any costs of arbitration incurred shall be borne by the withdrawing party.**

## **ARTICLE VI**

### **Seniority**

- A) Seniority within the Fire Department shall commence from the date of employment as a full-time firefighter thereof.**
- B) Seniority shall not be broken by vacation time, sick time, injury time, personal time, leave of absence, temporary lay-off, or any call for military time.**
- C) A member who resigns voluntarily, or is discharged for just cause, shall lose all seniority.**
- D) In the event of a forced layoff, the member with the least seniority shall be the first to be laid off (seniority to be determined by date of appointment to the department, not date of rank), and any additional layoffs shall continue in order of least seniority. Any member who is laid off shall be offered his/her position back with no loss of seniority or benefits as soon as the next vacancy occurs. This member will have thirty (30) days to report for duty. In the event of multiple layoffs, reinstatement shall occur with the last member laid off as the first member to be rehired.**

## ARTICLE VII

### Tours of Duty

- A) Members shall work a "24-Hour Work Schedule" as follows: twenty-four (24) hours on duty, twenty-four (24) hours off duty and twenty-four (24) hours on duty, followed by one hundred twenty (120) hours off duty. The twenty-four hour work period shall begin and end at 0800 hours.
- B) Each employee who is assigned firefighting duties shall within an eight week cycle, work an average of forty-two (42) hours per week in accordance with the following schedule:

Weeks	Sun	Mon	Tue	Wed	Thurs	Fri	Sat
1	1	2	1	2	3	4	3
2	4	1	2	1	2	3	4
3	3	4	1	2	1	2	3
4	4	3	4	1	2	1	2
5	3	4	3	4	1	2	1
6	2	3	4	3	4	1	2
7	1	2	3	4	3	4	1
8	2	1	2	3	4	3	4

## ARTICLE VIII

### Swaps

A Bargaining Unit member will be allowed to "swap" tours of duty with another member who agrees to work the tour of duty, subject to approval by the Chief of the department or their designee and subject to such swap being accomplished without overtime liability being incurred by the Town.

## ARTICLE IX

### Compensation Schedule

Current Bargaining Unit members will be placed on the compensation schedule as follows on July 1, 2012.

COMPENSATION SCHEDULE FOR YEAR #1: 2012-2013, YEAR #2: 2013-2014, YEAR #3: 2014-2015, YEAR #4: 2015-2016

		Current Yearly	1 <sup>st</sup> Year 1.5%	2 <sup>nd</sup> Year 3%	3 <sup>rd</sup> Year 3%	4 <sup>th</sup> Year 4%
<b>Petruchik</b>	<b>Dep. Chief</b>	<b>75,041</b>	<b>76,167</b>	<b>78,452</b>	<b>80,805</b>	<b>84,037</b>
<b>Kelley</b>	<b>Lieutenant</b>	<b>64,506</b>	<b>65,474</b>	<b>67,438</b>	<b>69,461</b>	<b>72,239</b>
<b>Findlen</b>	<b>Lieutenant</b>	<b>61,645</b>	<b>62,570</b>	<b>64,447</b>	<b>66,380</b>	<b>69,035</b>
<b>Johnston</b>	<b>Lieutenant</b>	<b>61,252</b>	<b>62,171</b>	<b>64,036</b>	<b>65,957</b>	<b>68,595</b>
<b>Yunker</b>	<b>FF/Medic</b>	<b>58,116</b>	<b>59,738</b>	<b>61,530</b>	<b>63,376</b>	<b>65,911</b>
<b>Hamlin</b>	<b>FF/EMT</b>	<b>53,268</b>	<b>54,067</b>	<b>55,689</b>	<b>57,360</b>	<b>59,654</b>
<b>Amiot</b>	<b>FF/Medic</b>	<b>53,180</b>	<b>53,978</b>	<b>55,597</b>	<b>57,265</b>	<b>59,556</b>
<b>Masterson</b>	<b>FF/Medic</b>	<b>52,088</b>	<b>52,869</b>	<b>54,455</b>	<b>56,089</b>	<b>58,333</b>
<b>Giovanella</b>	<b>FF/Medic</b>	<b>50,079</b>	<b>50,830</b>	<b>52,355</b>	<b>53,926</b>	<b>56,083</b>
<b>Nicholas</b>	<b>FF/Medic</b>	<b>48,157</b>	<b>48,879</b>	<b>50,346</b>	<b>51,856</b>	<b>53,930</b>
<b>Goldberg</b>	<b>FF/Medic</b>	<b>46,301</b>	<b>46,996</b>	<b>48,405</b>	<b>49,858</b>	<b>51,852</b>
<b>Hamilton</b>	<b>FF/Medic</b>	<b>46,301</b>	<b>46,966</b>	<b>48,405</b>	<b>49,858</b>	<b>51,852</b>
<b>FF/Medic Starting</b>			<b>46,301</b>	<b>47,690</b>	<b>49,121</b>	<b>51,086</b>

**Yunker (EMS Director) / Amiot (QA-QI) Stipends**

		Current Yearly	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year
<b>Yunker</b>	<b>Total</b>	<b>58,116</b>	<b>59,738</b>	<b>61,530</b>	<b>63,376</b>	<b>65,911</b>
	<b>EMS</b>	<b>2,250</b>	<b>3,034</b>	<b>3,125</b>	<b>3,219</b>	<b>3,348</b>
	<b>Base</b>	<b>55,866</b>	<b>56,704</b>	<b>58,405</b>	<b>60,157</b>	<b>62,563</b>
<b>Amiot</b>	<b>Total</b>	<b>53,180</b>	<b>53,978</b>	<b>55,597</b>	<b>57,265</b>	<b>59,556</b>
	<b>EMS</b>	<b>1,004</b>	<b>1,019</b>	<b>1,049</b>	<b>1,081</b>	<b>1,124</b>
	<b>Base</b>	<b>52,176</b>	<b>52,959</b>	<b>54,548</b>	<b>56,184</b>	<b>58,432</b>
<b>Total EMS</b>		<b>3,254</b>	<b>4,053</b>	<b>4,174</b>	<b>4,300</b>	<b>4,472</b>

**Working Out of Classification**

Any Bargaining Unit member who is assigned to serve temporarily in a position of higher rank shall be compensated an additional \$3.00 per hour in one hour increments.

**Promotions**

For future promotions Firefighters promoted to the positions below will receive increases to their base pay as noted:

- Lieutenant      \$2,000
  - Captain          \$3,000
  - Deputy Chief    \$5,000 \*
- \* This increase would be granted for the Deputy Chiefs that remain in the bargaining unit. As previously agreed if the Deputy Chief is not in the bargaining unit the salary will be negotiated outside of this contract.
  - These promotional increases will be backed out of the Firefighter's future base pay if for any reason they are demoted to their previous level.

## ARTICLE X

### Health Insurance

The Town will continue to provide health insurance coverage and benefits to all Bargaining Unit members equal to the coverage provided to the employees of the Town.

### Life Insurance

Life Insurance for each Bargaining Unit member in the amount of Twenty-Five Thousand Dollars (\$25,000.00) will be paid for by the Town. Retirees will receive Five Thousand Dollars (\$5,000.00) coverage in Life Insurance. The Bargaining Unit member may purchase an additional Twenty-Five Thousand Dollars (\$25,000.00) of coverage at his/her own expense.

## ARTICLE XI

### Longevity

Bargaining Unit members covered by this Agreement shall be entitled to longevity in accordance with the following schedule with proper credit given for call time previously earned.

#### Full Time Service Payment Schedule

Months of Service Completed as of 6/30	Lump Sum Payment
0 - 35	\$ 0.00
36 - 59	\$ 210.00
60 - 83	\$ 420.00
84 - 107	\$ 625.00
108 - 131	\$ 835.00
132 - 143	\$1,050.00
144 - 155	\$1,150.00
156 - 167	\$1,250.00

168 and over

\$1,665.00

Said funds to be distributed by the Town Accountant during the first week of August.

## ARTICLE XII

### Uniforms and Equipment

- A) The Town shall furnish each newly hired firefighter with all the necessary equipment as determined by the Chief of the Department for the proper performance of the duties of said firefighter. Said equipment shall be the property of the Town.
- B) The Town shall budget an annual sum of money for the purpose of uniforms and equipment replacement. The Town shall annually budget a sum of money for the purpose of cleaning/maintenance of uniforms. Each member shall receive the following allowances:

### Clothing and Equipment

First Year	\$750.00
Second Year	\$800.00
Third Year	\$850.00
Fourth Year	\$900.00

- C) A uniform is any clothing deemed necessary by the Chief of the Department to properly perform firefighting duties. All uniforms and equipment paid for by the Town shall be returned to the Town upon termination of employment.
- D) In the event the Chief makes changes in the designated uniform that causes the Bargaining Unit members to purchase additional uniforms or equipment in order to adhere to such changes, the Town shall reissue each Bargaining Unit member their full Clothing and Equipment allowance for that year upon said change.
- E) Any Bargaining Unit member shall be reimbursed up to \$500.00 per contract year for Eye Glasses or Contacts that are damaged in the line of duty, provided documentation is submitted and approved by the Chief.
- F) In the event that a Bargaining Unit member is promoted to a higher rank, the Town will be responsible for costs associated with uniform/equipment changes regarding that promotion, not to exceed \$350.00 per promotion.

## ARTICLE XIII

### Sick Leave

- A) Sick leave for Bargaining Unit members may be considered to be absent from work without loss of pay for the following reasons:
  - I) In the event of a bona fide personal or non-service connected illness or injury for which no compensation is received under Workman's Compensation or other insurance coverage paid by the Town, and except when employed at any occupation outside their employment by the Town.
- B) A member may be absent from duty without loss of pay for the following reasons:
  - I) Should a member be absent from work due to injury directly attributed to employment with the Town, time absent shall not count against accrued sick leave, and the salary or wage paid such member during such absence shall be the regular compensation.
  - II) When a member is exposed to a contagious disease in the normal performance of duty and acquires the disease.
- C) Sick Leave
  - I) Sick leave shall be earned upon the basis of fifteen (15) hours for each full and continuous month of employment with accumulation.
- D) A member will continue to accrue sick leave during leaves of absence with pay and during the time a member is on authorized sick leave or vacation.
- E) When sickness, injury or childbirth in any employee's home requires the employee's personal attention and shall include the employee's wife, husband, or child living in the employee's immediate household. An employee who is caring for a spouse or child shall be at his/her home or place of treatment during the entire period of recuperation utilizing the Bargaining Unit member's accumulated sick leave along with eligible time accumulated in the sick bank. Utilization of a member's sick leave and sick bank usage will occur before entitlement of leave under the Family & Medical Leave Act.

### Notice of Absence Required

Every member who is ill and desires sick leave shall call or cause the Chief of the Department to be called and to be notified of such illness four (4) hours previous to the start of the members work day, if possible, and in no event later than one (1) hour before the member is scheduled to report for work.

#### **Examination by Physician**

A member who takes off three (3) consecutive twenty-four (24) hours as sick must bring a certificate from his/her doctor certifying the member's inability to return to duty, unless the request for the doctor's certification is waived by the Chief or the Chief's designee; the Town reserves the right through the Chief and to have the member examined by a doctor of the Town's choosing for the purpose of obtaining a second opinion of the Bargaining Unit members reported status.

#### **Accumulated Sick Days**

Upon retirement, any member with more than eight (8) years employment with the Town of Norfolk Fire Department shall be paid for 50% of all accumulated sick leave in excess of nine hundred (900) hours; for the purpose of this paragraph, a maximum of fourteen hundred forty (1,440) hours of accumulated sick leave is to be applied.

Any member who dies, or is permanently disabled on or off duty shall be paid, or his family members will be paid, 100% of all accumulated sick leave to a maximum of two thousand one hundred and eighty-four (2,184) hours at the member's rate of compensation at the time of death or injury.

#### **Personal Days**

All Bargaining Unit members covered by this Agreement may take up to thirty-six (36) hours per fiscal year to attend urgent personal business. Before a personal day will be authorized, twenty-four (24) hours advanced notice should be given to the Chief of the Department. The Chief, or his designee, must approve the request for personal time based on staffing, as well as consideration of any emergency situation that may exist. Any portion of a member's personal time allotment may be taken at a minimum of four (4) hour increments.

Bargaining Unit members who do not utilize any sick time in a fiscal year, July 1 to June 30, will receive an additional twelve (12) hours of personal time to be used during the next fiscal year.

#### **Sick Bank**

A Sick Leave Bank shall be created and jointly administered by two (2) individuals, being one member of the Bargaining Unit and the Fire Chief. It is understood and agreed that the intent of the parties in creating the Sick Leave Bank Committee (hereinafter SLBC) is to remove all matters pertaining to the sick leave bank from the grievance and arbitration procedure. Therefore, all decisions as to the eligibility, contract interpretations, or rule and regulations the SLBC might make in administering the bank shall be final and binding, and shall not be subject to the grievance and arbitration procedure.

Decisions shall be made by the majority vote of the members of the SLBC. However, if the members of the SLBC reach an impasse on any of the provisions of this sick leave bank section, then the participating members shall select an

independent third party to hear the merits of the issue and whose vote shall resolve the impasse.

**Section I Membership.** To be eligible for bank days, a member must have accumulated at the beginning of the prolonged illness, at least thirty (30) percent of the maximum accumulated sick leave available to the member since his/her last prolonged illness. No sick leave days shall be granted until an employee exhausts his/her sick leave accumulation.

Employees desiring membership in the bank shall donate initially three (3) days from his/her then accrued sick leave accumulation. Employees must make the initial donation within thirty (30) calendar days after the effective date of this Agreement, or as soon thereafter as an employee accrues the requisite number of days for eligibility, including the initial three (3) day donation. Failure to make the initial donation within the time limits set forth above shall disqualify an employee from obtaining membership until the next contract year, when membership may again be sought in accordance with the procedure set forth above.

Members of the bank shall donate two (2) days per contract year thereafter to remain in the bank. All donations shall be deducted from an employee's sick leave accumulation.

**Section II Benefits.** Members of the bank shall be eligible to withdraw from the bank in accordance with the following provisions:

- a. For the purposes of this Agreement, "prolonged illness" shall mean an illness for ten (10) or more consecutive regularly scheduled working shifts.
- b. Members whose sick leave accumulation falls below thirty two (32) shifts after they are admitted to the bank, where usage of sick leave was not the result of prolonged illness shall have their membership status reviewed by the Committee. The Committee may suspend a member from the bank, if it deems such action to be in the best interest of the bank.
- c. Members of the SLB must use all of their accrued vacation and personal time before being eligible for bank days.
- d. When a member of the SLB returns to work from a prolonged illness where the accrued days fall below the minimum, he/she will be notified, in writing that he/she is on probation. Any further use of the sick leave until the employee has the minimum sick leave accumulated will constitute suspension from the SLB.
- e. No member shall be eligible to draw more than fifty (50) percent of the total number of days available in the SLB.

**Section III. Administration.** The SLBC shall publish such rules or regulations which it may make from time to time including, but not necessarily limited to doctors' certificates and maximum withdrawals per prolonged illness, and so forth. Any such rules and regulations shall supplement the provisions set forth above, and shall not be within the purview of the grievance and arbitration procedure.

It is understood and agreed that any employee granted sick leave bank days shall return to work, when he/she becomes physically capable, for a minimum of ten (10) regularly scheduled working days subsequent to the prolonged illness or shall refund to the Town the amount of money paid such employee during the prolonged illness.

Sick leave days on deposit in the bank shall not exceed a maximum of 125 days.

## **ARTICLE XIV**

### **Compassionate Leave**

- A) Each Bargaining Unit member shall be granted leave without loss of pay in order to attend services in the event of a death of an immediate family member. Such leave shall be up to forty-eight (48) hours, which, under normal circumstance, shall be consecutive commencing with the day of the death. For the purposes of this paragraph A, the term "immediate family" shall mean and include the following: mother, father, sister, brother, spouse, child, grandfather, grandmother, father-in-law, mother-in-law, brother-in-law, sister-in-law, aunt, uncle, first-cousin, nephew, niece, and any other person who is a resident of the household of the employee.
- B) Situations involving special circumstances, including travel for extensive periods of time, must be approved by the Chief of the Department.

## **ARTICLE XV**

### **Injury While on Duty**

Whenever a Bargaining Unit member is incapacitated for duty because of injury or sickness sustained in the performance of duty, they shall be indemnified for all expenses of such injury and be granted leave without loss of pay or any other benefits including accumulated sick leave for the period of such incapacity; provided, however, that no such leave shall be granted for any period after such member has been pensioned or for any period after such incapacity no longer exists; and provided further that such compensation shall, except as provided herein be paid only to the extent required by Massachusetts General Laws, Chapter 41, Section 111F, as amended from time to time.

## **ARTICLE XVI**

### **Court Time**

**Bargaining Unit members at their discretion may choose compensatory time equivalent to time and one half for attending fire department court related activities.**

### **Jury Duty, FEMA and Military Service**

**A firefighter who shall be required to serve on a jury in accordance with Chapter 234A of the Massachusetts General Laws when scheduled for duty shall be paid by the Town the difference between the amount received for juror compensation and his or her regular rate of pay by the Town. The Bargaining Unit member shall suffer no loss of benefits or seniority from such service.**

**A firefighter who voluntarily serves as a member of any federal, state, or local emergency response team or in the Military when scheduled for duty shall be paid by the Town the difference between the amount received for such service and his or her regular rate of pay. Such service shall require the Chief's approval. The Bargaining Unit member shall suffer no loss of benefits or seniority from such service.**

## **ARTICLE XVII**

### **Holiday Pay**

**A) The following eleven (11) legal holidays shall be regarded as paid holidays:**

<b>New Year's Day</b>	<b>Labor Day</b>
<b>Martin Luther King Day</b>	<b>Columbus Day</b>
<b>Presidents' Day</b>	<b>Veterans' Day</b>
<b>Patriots' Day</b>	<b>Thanksgiving Day</b>
<b>Memorial Day</b>	<b>Christmas Day</b>
<b>Independence Day</b>	

**B) All Bargaining Unit members shall receive holiday pay for each holiday listed, or a day off with pay may be taken in lieu of receiving holiday pay for each of the above holidays. Holiday pay shall be paid twelve (12) hours at the member's regular rate of pay or the equivalent credit for twelve (12) hours for compensatory time off.**

## **ARTICLE XVIII**

### **Vacations**

- A) All Bargaining Unit members are entitled to annual vacations.**
- B) Upon continuous employment, Bargaining Unit members shall be granted vacation time commensurate with their length of continuous service to the Fire Department.**

<b>six months to one year</b>	<b>48 hours</b>
<b>one year to five years</b>	<b>96 hours</b>
<b>five years to ten years</b>	<b>144 hours</b>
<b>ten years to fifteen years</b>	<b>192 hours</b>
<b>fifteen years to twenty years</b>	<b>240 hours</b>

**For every year after twenty (20) years, the Bargaining Unit member will receive an additional twelve (12) hours vacation per year.**

- C) The Town reserves the right to schedule the granting of vacation periods to all members so as to most conveniently meet the work program of the Fire Department. All vacation time shall be requested in writing and approved at least seven (7) days in advance.**
- D) In the event that the occasion arises whereby the election and assignment of a particular vacation period by one member conflicts with that of others and a choice must be made, the assignments will be based in order of the choices of the member with the greatest seniority, subject to the paragraph directly above.**
- E) For the purpose of determining vacation credits, the year of employment upon which they are based shall be the year in which the member's employment anniversary date occurs.**
- F) As referred to in the Collective Bargaining Agreement, a vacation period of a week's duration shall mean the same number of days or shifts off with pay.**
- G) Any portion of a member's vacation allotment may be taken at a minimum of five (5) hour increments.**
- H) Bargaining Unit members may carry over up to forty-eight (48) hours of vacation time from one fiscal year to the next fiscal year to be used by August 31<sup>st</sup> of the new fiscal year.**

## **ARTICLE XIX**

### **Overtime/Off Duty Paid Details**

- A) Any Bargaining Unit member who works in excess of his/her regular scheduled tour of duty shall be compensated time and one half the regular hourly rate of pay for all hours worked.
- B) Bargaining Unit members recalled to duty shall be compensated not less than three (3) hours minimum at time and one half the regular hourly rate of pay. Calls that run over three (3) hours in duration will be compensated for actual time worked.
- C) Any member who is held over on a tour of duty shall be compensated for two (2) hours minimum at time and one half the regular hourly rate of pay.
- D) Bargaining Unit members shall have a first refusal on all extra shift coverage and be afforded a fair and equitable opportunity of all overtime.
- E) Bargaining Unit members shall be able to bank overtime hours as compensatory time during the months of July and August in lieu of receiving one and a half hours of pay for each hour of overtime worked that week. Such compensatory time can only be used after August 31st and cannot be carried over to a new fiscal year.

## **ARTICLE XX**

### **Paid Details**

- A) Each Bargaining Unit member shall be afforded a fair and equitable opportunity of all paid details.
- B) "Fair Labor Standards Act" overtime shall be paid for all hours worked in 171 hours in a 28-day period. Fair Labor Standards Act overtime shall be time and one half the members' hourly base rate plus differential, longevity and educational incentives. Overtime for all hours not in excess of 171 within a 28 day period shall be paid time and one half the members' hourly rate of pay. For the purpose of overtime, the hourly base rate of pay shall be 1/40<sup>th</sup> of the member's base pay and if promoted to Lieutenant or any other special job description, that differential shall be included in the member's base pay.

- C) All details shall be paid a flat hourly rate in accordance with the following schedule for not less than four (4) hours, and any detail exceeding four (4) hours shall be considered an eight (8) hour detail. Details will be paid at an hourly rate of \$52.50/first year, \$55.00/second year, \$57.50/third year, \$60.00/fourth year. Any detail exceeding eight (8) hours will be paid at time and one half the detail rate.

## **ARTICLE XXI**

### **Educational Benefits**

- A) All Bargaining Unit members shall be eligible for tuition reimbursement for fire science courses taken at accredited colleges and universities. Reimbursement shall be a maximum of (\$650.00) six-hundred fifty dollars per course per semester. The following conditions shall apply:

1. There will be no carryover of funding from one year to the next.
2. For compensation by the Town, firefighters should earn at least a "C" grade in the subject.
3. All courses must be taken at accredited institutions and should be credited towards a degree.
4. Bargaining Unit members using the Educational Benefit must remain with the Department for at least a year after each reimbursement.
5. The reimbursement is for the cost of the course and books only and does not include travel.

- B) All Bargaining Unit members shall be eligible for up to forty (40) hours of coverage or Compensation to attend Fire/EMS related training with the approval of the Fire Chief.

All Bargaining Unit members holding paramedic certification will be eligible for two (2) hours cumulative of additional coverage or compensation per contract year to attend EMS recertification training with the approval of the Fire Chief.

Year #1	42 total hours per paramedic
Year #2	44 total hours per paramedic
Year #3	46 total hours per paramedic
Year #4	48 total hours per paramedic

- C) An expense account will be created to cover half of the Bargaining Unit members' out of pocket expense associated with the rising cost of state licensing fees and mandatory continuing education. This account will have a \$1,000.00 cap per year. All monies to be reimbursed with the Fire Chief's approval

## **ARTICLE XXII**

### **Savings Clause**

- A) If any part or section of this Agreement or any addenda thereto should be held invalid by any tribunal or final or competent jurisdiction, or if compliance with enforcement of any part or section should be restrained by such tribunal, the remainder of the Agreement and addenda shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Part or Section.
- B) All job benefits heretofore permitted by ordinance or law and enjoyed by employees which are not specifically provided for or abridged in this Agreement are hereby protected. This Agreement shall not be construed to deprive an employee of any benefits or protection by the laws of the Commonwealth.

## **ARTICLE XXIII**

### **Leave of Absence for Attending Association Conventions, Contract Negotiations and Grievance Hearings**

- A) Except for emergency operating needs of the Fire Department, as determined by the Chief of the Department, reasonable leave without loss of pay shall be granted as follows:
  - I) One (1) delegate to the International Association of Fire Fighters biennial convention.
  - II) One (1) delegate to the Professional Fire Fighters of Massachusetts biennial convention.
  - III) One (1) delegate to attend Professional Fire Fighters of Massachusetts monthly meetings.
  - IV) Two (2) delegates to attend Negotiating meetings.
  - V) Two (2) delegates to attend Grievance hearings.

## **ARTICLE XXIV**

### **Payroll Deduction of Association Dues**

#### **Section 1**

The Town shall deduct regular periodic union dues each week from each employee who, individually and voluntarily, certifies in writing authorization from such deduction. The Union agrees to indemnify and save the Town harmless against all claims, suits or other forms of liability arising out of the deduction of money for Union dues from the employee's pay. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer of the Union. The voluntary authorization shall be as follows:

Department

Date

TO: Town Auditor

#### **Payroll Deduction Authorization**

I hereby authorize and direct any municipal officer or head of any municipal department to deduct from any earnings accumulated to my credit, any weekly membership dues charged against me by Local 4134, IAFF upon presentation and formal demand, of current monthly amount thereof, by the proper authorities (Treasurer) of that organization, agreeing that the said Town of Norfolk, its officers and agents, shall be saved harmless for such deductions made under these circumstances as provided by MGL 180 sec 17A.

It is understood that I reserve the right to withdraw this authorization by giving at least sixty (60) days notice to the Town Auditor, or Town Treasurer or head of my department and by filing a copy of such notice of withdrawal of authority for such payroll deductions with the Treasurer of said Local 4134.

Signature

#### **Section 2**

For the term of this contract the parties agree to continue the pre-existing practices regarding increases in dues and corresponding payroll dues deductions.

The weekly dues shall be forwarded to the Treasurer of the Local 4134 weekly on the designated payday or directly deposited in an account so designated by the Treasurer of Local 4134.



- F) It is understood by the Town and the Union that deduction of the agency services fee shall be made by the Town through its Treasurer only during the existence of an executed agreement between the Town and the Union.
- G) The Town and the Union will share equally the cost of the service of notice, hearing officer fees, stenographer and transcript fees, and the expenses of a hearing facility for any agency service fee hearings required under this section.
- H) The Town and the Union will determine on a case-by-case basis the nature of the proceedings to be employed, for example, whether a stenographer will be present or whether a transcript will be ordered.

## **ARTICLE XXVI**

### **No Strike Clause**

#### **Section 1**

No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown or withholding of services. Nor shall any employee refuse to cross any picket line in the performance of his/her duties or in traveling to or from his/her job. The Association agrees that neither it nor any of its members or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown, or withholding of service as to the Municipal Employer.

#### **Section 2**

Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, or withholding of services, the Association shall forthwith disavow any such strike, work stoppage, slowdown or withholding of services and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the Municipal Employer, the Association shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown, or withholding of services and return to work forthwith.

## **ARTICLE XXVII**

### **Personnel Files**

No material derogatory to an employee's conduct, service character, or personality will be placed in his/her personnel file unless employee, hereunder, has the opportunity to review the material by affixing his/her signature to the copy to be filed, with the expressed understanding that such signature in no way indicates agreement with the contents thereof. Such employee will also have the right to submit his/her written answer to such material and his/her answer shall be reviewed by the Chief and attached to the file copy.

## **ARTICLE XXVIII**

### **Members Level of Medical Certification**

No member of the bargaining unit shall voluntarily give up their current level of medical certification without approval of the Chief. Members who voluntarily give up their current level of certification may be subject to termination.

## **ARTICLE XXIX**

### **Waiver of Bargaining Rights**

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any collective bargaining subject or matter and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Town and the Union for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or subject matter raised in the course of bargaining for this Agreement.

## **ARTICLE XXX**

### **Rights and Duties of the Parties**

- A) The Town shall have and exercise all rights and duties provided by the General Ordinances of the Town of Norfolk and by General Laws, Chapter 150E. The Union and the individual employees shall have and exercise all rights and duties provided by General Ordinances of the Town of Norfolk, and under the Laws of the Commonwealth.
- B) The Town shall not discharge or discriminate in any way against employees covered by this Agreement for Union membership or activities.
- C) No employee shall be required to take part in activities outside the Town of Norfolk or department, excluding "Mutual Aid" while on duty, without being compensated for expenses reasonably
- D) History of Article XXXI added July 1<sup>st</sup> 2009

During the early months of 2009, the national, state and local economies bore the impact of circumstance which ultimately affected local municipalities ability to fund services. The Town requested, and received the support of Local 4134 (the Union) to freeze wage increases for the 2010 Fiscal Year. Part of this agreement entailed the incorporation of the

**Fire Departments Dispatch Guide (revised 12-10-07) to be part of the Collective Bargaining Agreement between the Town and Union.**

While this agreement may seem to be incongruent with management's rights, several factors entered into this decision. First, management had, since 2004, exercised rights to reduce the number of resources, i.e. personnel and equipment, to calls for emergency service. Analysis performed by the Fire Department presented that recalls for off-duty firefighter staff had been reduced to 20% between 2005 and 2008. Union members, who serve as fire officers, participated in the process whereby such decisions were made and in the spirit of cooperation, did not object to management's policy. Secondly, management and the Union mutually agreed that such reductions in dispatched resources represented the potential for compromising member safety and the safety of the community. However, confronted with fixed budget allocations, this process was continued under the concept of management's determination of the Level of Acceptable Risk (LAR). The LAR was based upon management and the Union setting minimum on-duty strength of three members. Operating under this premise, under funded or unfunded shift vacancies, created by sick time, off-duty due to injury, jury duty, etc., were filled either for days only, or as funding constricted, not filled at all.

Given these circumstances, the Union felt the issue of safety needed to be brought to the forefront and with the opportunity to discuss issues relative to a wage freeze, exercised their option of placing this proposal for consideration. Management did not dispute the safety element, but was concerned for future implications of having an operations component of the Department integrated into the Collective Bargaining Agreement.

To allay management's concerns, the Union agreed to the following stipulations:

1. Fire officers maintain their decision making options (presently exercised by fire officers or out-of-grade coverage) to determine a level of response to calls which have intervening factors.
2. Should funding be further constricted, beyond the control of the municipality, which directly impacts the FIRE CALL portion of the budget, the Union agrees to re-open this section of the Collective Bargaining Agreement to discuss potential changes in the Fire Departments Dispatch Guide (revised 12-10-07). Such discussions would be in the spirit of mutual cooperation.
3. The Town agrees to not further reduce any Fire Department response, in terms of recalling off-duty firefighter staff under the provisions of the Fire Departments Dispatch Guide (revised 12-10-07).
4. The Union agrees that the Fire Departments Dispatch Guide (revised 12-10-07) would not pertain to any mutual aid agreements after the date of this provision's enactment.
5. The Town and Union agree to collectively re-visit this section of the Collective Bargaining Agreement should the town hire a 13<sup>th</sup> fulltime career firefighter.

## ARTICLE XXXI

### Fire Department Dispatch Guide

FIRE DEPARTMENT DISPATCH GUIDE		REVISED 12-10-07	
TYPE OF INCIDENT	SOP	ALARM	
AIRPLANE CRASH / INCIDENT	700.26	FULL RECALL	
ANIMAL CONTROL OFFICER/PD ASSIST	700.32	SHIFT ALARM	
ARCING/DOWNED UTILITY LINES	700.34	SHIFT ALARM	
BIOLOGICAL THREAT	700.35	SHIFT ALARM/CHIEF	
BOMB THREAT	700.13	SHIFT ALARM	
BRUSH/WOODS FIRE	700.12	Full Recall	
CARBON MONOXIDE INCIDENT	700.27/06	SHIFT/SYMPOMS COMPANY	
CARDIAC ARREST (CODE)	800.11	COMPANY RECALL	
CORRECTION FACILITY FIRE ALARM	700.09A	FULL RECALL	
CORRECTIONAL FACILITES MEDICAL	800.04	SHIFT ALARM	
DROWNING/ICE RESCUE/ANIMAL ON ICE	700.14	FULL RECALL	
ELEVATOR : PERSON STUCK	700.33	SHIFT ALARM	
EMS ASSISTANCE	700.29	COMPANY RECALL	
FIRE ALARM-COMMERCIAL	700.09	Full Recall	
FIRE ALARM-RESIDENTIAL	700.09	COMPANY RECALL	
FREEMAN-CENTENNIAL SCH. (IN-SESSION)	700.16A	FULL RECALL-MILLIS LBX	
HAZMAT/LP-NATURAL GAS/LARGE SPILL	700.25	FULL RECALL	

HAZMAT/MINOR FLUIDS SPILL/LEAK		700.25		SHIFT ALARM			
KING PHILIP MIDDLE SCHOOL		700.16		FULL RECALL/LINE BOX			
LIFELINE ACTIVATION		800.05		SHIFT ALARM			
MCI-NORFOLK (FIRE)		700.20A		FULL RECALL			
MEDICAL HELICOPTER		800.03		FULL RECALL			
MOTOR VEHICLE FIRE		700.17		FULL RECALL			
MUTUAL AID FIRE		700.23		FULL RECALL			
MUTUAL AID FIRE - LINE BOX		700.23		COMPANY RECALL			
MVA/NO REPORTED INJUIRES		800.06		SHIFT ALARM/FIRE OFFICER			
MVA/REPORTED INJURY/ROLLOVER		700.18/19		FULL RECALL			
MVA/UNKNOWN INJUIRES		800.06		SHIFT ALARM			
RESCUE 1 STAFFING		800.02		FULL RECALL			
SMOKE INVESTIGATION (INSIDE BLDG)	BLDG	700.11		FULL RECALL			
SMOKE INVESTIGATION (OUTSIDE BLDG)		700.11		COMPANY RECALL			
STRUCTURE FIRE		700.10		FULL RECALL			
SMOKE DETECTOR/NO SMOKE/FIRE		700.06		SHIFT ALARM			
TRANSFORMER FIRE		700.28		SHIFT ALARM			
TREE/BRANCH/DOWNED UTILITY LINE		700.28		SHIFT ALARM			
TROUBLE FIRE ALARMS		700.09B		SHIFT ALARM			
* MCI-NORFOLK-BLDG FIRE-LINE BOX-WALPOLE/LADDE-WRENTHAM/ENGINE 700.21A				LADDER-WRENTHAM/ENGINE 700.21A			700.20A

## APPROVALS

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**TOWN OF NORFOLK  
BOARD OF SELECTMEN**

**NORFOLK FIRE BARGAINING UNIT  
REPRESENTATIVES**

**James C. Lehan, Chairman**

**Peter J. Petruchik, Deputy Fire Chief**

**Robert J. Garrity, Vice Chairman**

**John Kelley, Lieutenant**

**Scott Bugbee, Clerk**

**Richard Yunker, Firefighter/Paramedic**

**Jack Hathaway, Town Administrator**

**Charlotte Giovanella, Firefighter/Paramedic**

**REVIEWED BY TOWN ACCOUNTANT**

**REVIEWED BY HUMAN RESOURCE DIRECTOR**

\_\_\_\_\_  
**Julie Siewko**

\_\_\_\_\_  
**Scott Bragdon**

