# Agreement between the

# City of Northampton

# And

# Northampton Firefighters,

# I.A.F.F. Local 108

Effective date: July 1, 2019
Termination date: June 30, 2022

Table of Contents

Article 1: Recognition....1
Article 2: Management Rights....2
Article 3: Employees to receive copies of contract....3
Article 4: Grievance Procedure....3
Article 5: EMS Agreement....6
Article 6: Non-Discrimination....9
Article 7: Holidays....9
Article 8: Vacation....12
Article 9: Hours....17
Article 10: Overtime....18
Article 11: Sick Leave....20
Article 12: Personal Tour....24
Article 13: Emergency Leave....25
Article 14: Court Leave....26
Article 15: Funeral Leave....26
Article 16: Military Leave....27
Article 17: Union Leave....28
Article 18: Family and Medical Leave....29
Article 19: Union Business....30
Article 20: Union Activity and Stewards....31
Article 21: Swaps....32
Article 22: Uniform Allowance....32
Article 23: Station Maintenance....33
Article 24: Standard Operating Guidelines and Policy....34
Article 25: Seniority and Assignments....34
Article 26: Pay Incentive Program....35
Article 27: No Strike....37
Article 28: Notices to be Posted....37
Article 29: Payroll Deductions....37
Article 30: Residency....38
Article 31: Replacement of Eyeglasses....38
Article 32: Hospital and Medical Insurance....39
Article 33: Indemnity....39
Article 34: Salaries....39
Article 35: Paid Details....40
Article 36: Longevity Compensation....41
Article 37: Out-Of-Grade Compensation....44
Article 38: Protection of Work Opportunities....44
Article 39: Previous Employment Conditions....44
Article 40: Reserve Force....45
Article 41: Labor-Management Committee....45
Article 42: Drug/Alcohol Free Workplace....46
Article 43: Municipal-Federal Contracts....47
Article 44: Exposure to Communicable Diseases....47

Article 45: Voluntary IOD Modified Duty ..... 48
Article 46: Return to Work/Non-Work Related ..... 50
Article 47: Memoranda of Understandings ..... 51
Article 48: Duration ..... 51
Article 49: Family and Medical Leave Act ..... 52
Article 50: Discriminatory Harassment ..... 52
Article 51: (Blank) ..... 52
Article 52: Other Benefits ..... 53
Article 53: Critical Incident Stress Management ..... 53
Article 54: Fire Inspector Certification ..... 53
Signature Page ..... 54
Side Letter #1: Removal from Civil Service ..... 55
Side Letter #2 ..... 56
Side Letter #3 ..... 58
Side Letter #4 ..... 59
Side Letter #5 ..... 60
Attachment #1A ..... 61
Attachment #1B ..... 62
Appendix A: Salary tables

This Agreement, effective as of the first day of July 2019, except as otherwise provided herein, by and between, respectively, the City of Northampton (hereinafter referred to as the City or the Employer) and Northampton Firefighters, IAFF Local 108 (hereinafter referred to as the Union), is designed to maintain and promote a harmonious relationship between the City and such of its Employees who are within the provisions of this Agreement in order that more efficient and progressive public service may be rendered and a more equitable employment relationship established.

## ARTICLE 1

## RECOGNITION

1.01. The City hereby recognizes the Union as the sole and exclusive representative and bargaining agent for all full-time uniformed and investigatory Employees of the Northampton Fire Rescue Department excluding the Chief, the Deputy Chiefs, of said Department, and excluding all other Employees of the City of Northampton, for the purposes of collective bargaining with respect to wages, hours of work, standards of productivity and performance and other terms and conditions of employment.

Where used in this Agreement, the words he or his shall refer to both female and male employees.

1.02. The Union shall submit a written list containing names and addresses of the regular members of the negotiating Committee and of the alternate members of said committee. There shall be no more than five (5) regular members not more than (2) alternate members of both negotiating Committees. The City shall require at least three (3) members from the Union to be

present before entering into any bargaining session.

1.03 Any employee in the bargaining unit who is not a member in good standing of the Union, may voluntarily agree to pay to the Union an agency service fee. Such fee shall be a prorated share of all costs attributed to collective bargaining and contract administration and shall not exceed the total cost of annual Union Dues. The employer may periodically deduct this fee from the pay of each such employee, provided the employee signs a form authorizing the deduction and that the form also notifies the employee that they may revoke the authorization at any time. The President of the Union shall promptly notify the Human Resource Director of any member paying such fee and the amount of said fee, as well as of any employee who revokes such authorization.

## ARTICLE 2

## MANAGEMENT RIGHTS

2.01. The parties agree that the operation of the Fire Department of the City of Northampton, the supervision of the Employees and of their work are the rights of the City alone. Accordingly, subject to the provisions of this Agreement, the making of reasonable rules to assure orderly and effective work; the making of work schedules; the determination of what and where duties will be performed and of Employee competency (both mental and physical); the hiring, transfer, promotion, demotion, lay-off, discipline or discharge of Employees for just cause without discrimination and in conformance with the laws of the Commonwealth of Massachusetts and Ordinances of the City and the right to discuss terms and conditions of employment with the Employees and to inform them concerning employment matters are the rights of the City. Except where specifically referred to in this Agreement and altered by it, all existing rules and

regulations contained in any statute, or ordinance of the City of Northampton not in conflict with the express terms of this Agreement and the Rules and Regulations of the Northampton Fire Rescue Department shall remain in and be in full force and the said rules and regulations of the Northampton Fire Department, as amended, are hereby incorporated by reference into this Agreement. The Employer reserves and retains the right to issue rules and regulations governing the operation of the Department and the duties of Employees; provided, however, that no such rules or regulations shall be in violation of the express provisions of this Agreement and that, in the event any question arises between any such rule or regulation (whether pre-existing or issued subsequent to the signing of this Agreement) and the provisions of this Agreement, the provisions of this Agreement shall prevail and such rule or regulation shall be void and without force or effect.

## ARTICLE 3

## EMPLOYEES TO RECEIVE COPIES OF CONTRACT

3.01. The City shall provide the President of the Union and Fire Department Administrative personnel with a PDF file of this agreement. It is the responsibility of the Union President to distribute this document via City E-mail to all bargaining unit members.

## ARTICLE 4

## GRIEVANCE PROCEDURE

4.01. A grievance is defined as a difference or dispute arising between the City and any member

of the bargaining unit or the Union regarding the interpretation or application of any provision of this Agreement or any working conditions, fringe benefits which are provided for by any statute, charter provision, ordinance, rule, regulation or written City or Department policy which is not in conflict with this Agreement. All such grievances that may arise will be handled in the manner agreed to in this ARTICLE. No grievance shall be instituted or entertained by the parties concerning questions regarding general wage rates or rates of pay or the categorization of any Employee or group of Employees on the classification schedule or salary schedule set forth herein.

4.02. An Employee who has a grievance shall reduce it to writing and submit it to the Chief or his designee within fifteen (15) calendar days after the first occurrence of the event-giving rise to the grievance.

4.03. An Employee may present a grievance and have such grievance heard without intervention by the exclusive representative of the organization representing such Employee provided that the exclusive representative is afforded the opportunity to be present and that any adjustment made shall not be inconsistent with the terms of this Agreement.

4.04. At any step of the grievance or in arbitration, the Union may, at the request of the Employee, become a party to and participate in the proceedings and, upon the Union becoming a party, any resolution shall be binding on all members of the bargaining unit.

4.05. Step I. The complaint shall be reduced to writing and presented to the Chief (or his/hers designee) within fifteen (15) calendar days of its occurrence. The grievance shall set forth the nature of the grievance, specify the section(s) of the Agreement alleged to have been violated, what relief is sought, and shall be signed by a Union official and/or by the Employee initiating

the grievance.

A conference between the parties shall be held within fourteen (14) calendar days following the date the formal grievance was presented. The Chief (or his/hers designee) shall render a decision in writing within fourteen (14) calendar days following the conference.

Step II. If the grievance is not resolved at Step I, it may be appealed in writing to the Human Resources Director or his/her designee within fourteen (14) calendar days following the receipt of the written decision from the Chief (or his/hers designee) or following the date such decision was due if no decision was received. The Director, at his/her option, may hold a hearing or notify the grievant in writing forthwith that the grievance is approved or denied and no hearing will be held. If a hearing is held, the Director shall hold the hearing within fifteen (15) calendar days and render a decision within fifteen (15) calendar days after the hearing.

Step III. Arbitration. Any dispute which has not been satisfactorily settled after the procedures set forth above have been exhausted may, at the request of the City, the Union, or the Employee, be submitted to arbitration within thirty (30) calendar days from the date the final decision in Step II of the grievance procedure is due. The party wishing to refer the matter to arbitration shall so notify the other party in writing stipulating the matter to be arbitrated and requesting arbitration. The arbitration shall be conducted by an arbitrator to be selected by the City and the Union or the Employee, if they can mutually agree upon his/her selection within fifteen (15) calendar days after notice has been given. If the parties are unable to select an arbitrator who is mutually acceptable, then the grievance shall be submitted by either party to the American Arbitration Association according to its procedures. The cost of any arbitration proceedings shall be divided equally between the City and the Union or the Employee. The decision of the

arbitrator shall be limited to the specific point or points of difference submitted to the Arbiter. The arbitrator shall have no power to add to or subtract from, modify or amend any of the provisions of this Agreement. The decision of the arbitrator shall be final and binding upon both parties and shall be specifically enforceable against either party.

Arbitration hearings will be held in the City of Northampton unless mutually agreed otherwise.

## ARTICLE 5

## EMS AGREEMENT

The City and Union agree to the following working conditions with respect to the Advanced Life Support (ALS) Emergency Medical Services (EMS) operations which are part of the Northampton Fire Rescue operations.

1.) EMS Training/Maintenance of Certification

a. The City and Union agree that in a situation where the City sponsors an employee hired prior to 2006 to obtain their EMT certification or obtain a higher certification, such employee is required to maintain said certification for the following term:

   i. Basic: 4 years
   ii. Intermediate: 6 years
   iii. Paramedic: 10 years

b. If such employee does not maintain their EMT certification, they agree to reimburse the City for all training expenses that the City paid to them, or on their behalf, including all compensatory time earned while pursuing such certification.

c. At the time the employee is sponsored by the City, the employee shall sign a form authorizing the City to deduct such reimbursement from the employee's salary if such reimbursement shall prove necessary. During the time that the employee continues employment it is agreed that such reimbursement shall not exceed 10% of his or her salary during any pay period. It is also understood and agreed that should such employee's employment with the City end, all monies owed become immediately due and the City is authorized to remove such amount from any accrued time held by such employee.

d. Continuing Education: The City and the Union agree that unit members will maintain their certifications and that the City will provide access to training so that unit members can maintain certifications required under State and local laws.

e. Expired cards/licenses: This section applies to EMS certifications (Paramedic, Advanced, Basic, First Responder), ACLS certification, CPR certification and driver's license). If a member is identified as having any of the expired cards or licenses referenced here they will not be allowed to work. At such time they will be placed in a "no pay" status until such time that the member obtains all current valid certifications or licenses required. The member will not be allowed to use their accrued time to cover their absence.

2.) EMS Stipends/Compensation:

A. Eligibility: In order to qualify for a stipend, members must be permanent, full time employees and assigned to a shift. Any member who does not complete a full year for reasons other than termination/separation of employment or retirement, shall receive a prorated stipend based on the number of full months they worked in the fiscal year. If an employee terminates/separates employment or retires before June 1st in a fiscal year, they are not eligible for any part of the June stipend payment. If an employee terminates/separates employment or retires before December 1st in a fiscal year, they are not eligible for any part of the December or June stipend payments. Stipends will be paid at the level of valid certification an employee holds on June 1st or December 1st, or their last date of employment.

B. Compensation:

i. Ambulance Assistant: $2,500

ii. Basic: $4,500

iii. Advanced: $7,500

iii. Paramedic: $9,000

C. Employees grandfathered under the 2015 MOA will move to Basic stipend compensation level. (W. Bryant, D. Springman)

D. Starting in FY 2018, stipends will be paid in separate disbursements; the first 50% in December and the second 50% in June.

E. Stipend payments for fiscal year 2017 will be paid in full June 2017. Subsequent stipend payments will be made on the June/December schedule.

3.) Mentoring Program:

a. Any employee who participates in the mentoring program shall receive one half (.5) hour of compensatory time for every ambulance call he/she mentors someone.
b. Employees upgrading to a new level of certification and/or Paramedic Students will be required to participate in the mentoring program in accordance with NFR policies and procedures, which may be modified from time to time at the discretion of the Chief upon notice and review of the Joint Labor-Management Committee process set forth in Article 41.

4.) EMS Supervisor

a. The City and Union agree that the overall roles and responsibilities of the EMS Supervisor is to oversee the EMS division of the Fire Rescue Department and thus beyond the scope of a fire captain. The Union understands that they do not have any rights to bargain over the terms or conditions for this position. The City understands that certain components of this position are critical to the success of the EMS operations and will consider a recommendation from the Union regarding the schedule, roles and Responsibilities.

5.) EMS Operations

Northampton Fire Rescue and its unit members will conduct all Advanced Life Support (ALS), Emergency Medical Services (EMS), Emergency Fire Rescue (EFR) and fire suppression activities in accordance with state, federal and local laws.

6.) Other

a. Public education. The union agrees to provide public education regarding Emergency Medical Services (EMS), Emergency Fire Rescue (EFR) and fire suppression as assigned and within established fiscal parameters (e.g., available grant funding).

b. GPS. The City and Union agrees on the need for GPS in all ambulances and the EMS response vehicles.

## ARTICLE 6

## NON-DISCRIMINATION

6.01. In accordance with applicable federal and state laws, the Employer and the Union agree not to discriminate against any Employee covered by this Agreement on the basis of age, gender, sex, race, religion, color, creed, physical handicap, national origin, or sexual orientation.

6.02. The Employer further agrees that it will not discriminate against any Employee for Union membership or Union activity.

6.03. The Union agrees that it will not discriminate against persons covered by this Agreement on account of non-membership in the Union.

## ARTICLE 7

## HOLIDAYS

7.01. The following holidays shall be paid for under the following conditions, whether worked or not:

New Year's Day (Jan. 1)

Martin Luther King JR's Birthday

President's Day

Labor Day

Indigenous Peoples Day/Columbus Day

Veterans' Day

Patriots' Day

Memorial Day

Independence Day (July 4)

Thanksgiving Day

Christmas Day (Dec. 25)

Both parties agree that if, at any time during the duration of the collective bargaining agreement between the City of Northampton and Northampton Fire Fighters Local 108, IAFF AFL-CIO, CLC, a mandatory holiday is declared (New) or any holiday called for in the state that closes public buildings and all City employees are given a day off, then the above parties shall meet prior to or immediately after said holiday to discuss the impact, if any, of such holiday on the Employees covered by this Agreement.

7.02. Holiday pay shall be computed at one-fourth (1/4) of a basic week's pay.

7.03. To be eligible for and to receive holiday pay an Employee must work on the holiday, or if he or his shift is not scheduled to work on the holiday, the Employee must work the day before or the day after said holiday. An Employee who is absent from work on any such holiday, or on his shift's last scheduled work day preceding or first following said holiday, and whose absence is recorded as attributable to line of duty because the injury giving rise to the absence arose out of or occurred in the course of his/her employment as an Employee, shall be entitled to holiday pay.

7.04. A holiday falling within an Employee's paid vacation shall be paid as though the Employee were working regularly, but not more than one-fourth (1/4) of the Employee's basic week's pay shall be paid for the holiday. A holiday falling within an Employee's leave from duty because of job-incurred illness or injury shall be paid as though the Employee were working regularly, but no more than one-fourth (1/4) of the Employee's basic week's pay shall be paid for such holiday. When a holiday falls on a Sunday, and Monday is celebrated as the holiday, then that Monday

shall be considered the holiday in applying the provisions of this ARTICLE .

7.05. An Employee who works only his/her regularly assigned shift hours on a holiday shall receive his/her regular rate of pay for such shift plus holiday pay equal to one-fourth (1/4) of his/her regular weekly pay provided he otherwise qualifies under the provisions of this ARTICLE. An Employee who works his/her regular shift on a holiday and who also works overtime on that holiday shall receive holiday pay only for the regular shift hours so worked. An Employee who works in excess of 10.5 hours of overtime on a holiday, will be paid for the overtime hours worked plus his/her holiday pay allowance will be adjusted to reflect a straight time payment for the actual number of overtime hours worked, but in no event shall the holiday pay allowance be less than one-fourth (1/4) of his/her regular weekly rate.

7.06. An Employee's holiday pay allowance for a holiday falling on an Employee's regular day off shall be one-fourth (1/4) of his/her weekly pay unless he has been regularly and permanently assigned to work fewer than 42 hours weekly in which event his/her holiday pay shall be calculated by multiplying his/her regularly and permanently scheduled daily shift hours by this regular hourly rate.

7.07. An Employee who is unable to work because of a non-work related injury or illness and is in authorized paid sick leave status for a consecutive period of four shifts of duty or more shall be entitled to holiday pay for any holiday listed in Section 7.01 which occurs thereafter and within the period of that illness. The Chief may require a doctor's certificate, or other evidence reasonably satisfactory to him, attesting to the illness of the Employee prior to making the payment required herein.

7.08. An Employee who works his/her regular shift on Christmas Eve or New Year's Eve shall

be entitled to six (6) hours pay at straight time in addition to his/her holiday pay

## ARTICLE 8

## VACATION

8.01. On the January 1st crediting date, an Employee who has been on leave without pay for any full week period during the previous calendar year shall be entitled to a proportionate share of his/her vacation leave to be computed by taking the amount of vacation leave he/she would have been entitled to if he/she had worked, and subtracting the time the Employee was in no-pay status.

8.02. Employees having ten (10) or more years of service with the City whether or not such service has been entirely within the Department as of January 1st of any calendar year shall be granted twenty (20) working shifts (10 or 14 hrs. each) of paid vacation-not more than fifty percent (50%) of the shifts taken for vacation may be night shift.

8.03. Employees having five (5) or more years of service, whether or not such service has been entirely within the Department, but less than ten (10) as of January 1st shall be granted fifteen (15) working shifts (10 or 14 hrs. each) of paid vacation-not more than fifty percent (50%) of the shifts taken for vacation may be night shift.

8.04. Employees having less than five (5) years, whether or not such service has been entirely within the Department, shall be granted ten (10) working shifts (10 or 14 hrs. each) of paid vacation to be credited on the first of January in the next calendar year. Not more than fifty percent (50%) of the shifts taken for vacation may be night shift.

8.05. Employees having less than one (1) year of service shall be granted one (1) shift (10 or 14 hrs.) of paid vacation for every completed month of actual service with the Department. Such vacation shall not exceed eight (8) working shifts (10 or 14 hrs. each). Not more than fifty percent (50%) of the shifts taken for vacation may be night shift.

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

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

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

$$\frac{\text{Number of credited but Unused vacation days}}{4} \times \text{then effective weekly rate} = \text{amount due}$$

8.09. Any Employee may elect to take up to twenty percent (20%) of his/her allotted vacation days as loose working days and may, with the approval of the Chief, be permitted to take more than said twenty percent (20%) as loose working days. Of those vacation days taken as loose working days as provided herein, not more than fifty percent (50%) may be night shift.

8.10. The following will govern the scheduling of vacation tours.

A. Vacation selection will be done starting December 1st and will be completed by January 31st . Any member requesting a January vacation shall submit that request by December 15th to the Deputy Chief of their respective shift. Vacations during this January period will be granted on a seniority bases. Vacation selection for the remainder of the year will be made based upon seniority utilizing the following method:

Two summer weeks (Any vacation time not chosen as summer vacation will be chosen as loose days during said period)

Longevity ( maximum of 3 weeks)

Loose days

Personal Tour

Sick Leave Incentive Tour

After the vacation selection period has been completed, all vacation changes will be granted on a "first come first serve bases"

All vacation change requests after the vacation selection period shall be directed to the shift O.I.C, with over sight of the Operations Officer.

B. The summer vacation period will be 8 consecutive weeks. During the summer vacation period, 6 of these weeks, three 3 two (2) consecutive weeks there may be 3 Firefighters off and 1

officer off. The eight (8) week summer vacation schedule will be chosen to coincide with the public school summer vacation. These summer weeks will be identified by the respective groups and approved by the Chief or his designee. The Officer in-Charge of each group shall be responsible for implementing all vacations.

C. Not more than two (2) privates per group may be simultaneously out on vacation of one week or more except at the sole discretion of the Chief; provided that for three (3) periods of two (2) consecutive weeks within the summer vacation periods, three (3) privates per group shall have the right to be out simultaneously on vacation during the identified three (3) periods of two (2) consecutive weeks

Additional firefighters may request to use vacation or personal leave beyond the two outlined in this agreement. Provided the leave does not create a hiring situation one month in advance, request will be granted on "a first come, first serve bases" with no preference given for the type of leave requested.

Those firefighters requesting leave for either Thanksgiving or Christmas week will have their leave approved one (1) week in advance provided such leave does not create a hiring situation.

D. The total number of privates that may be off duty at any given time due to vacations or compensatory time shall not exceed two (2) except at the sole discretion of the Chief. Vacation Time shall always take precedence over compensatory time during the vacation selection process.

E. There shall be only one (1) Officer off at one time for vacation and/or compensatory time except at the sole discretion of the Chief.

F. Captains of the groups shall select their consecutive eight (8) shifts (10 or 14 hrs. each) of summer vacations, according to seniority in rank, during the December selection period. Only

one Officer shall be allowed to be on vacation at a time from a group.

G. Those Fire Fighters entitled hereunder to 15 or 20 working shifts (10 or 14 hrs. each) of vacation shall select their remaining vacation time during the vacation selection period according to seniority as established by the longevity plan for City Fire Fighters. These vacations are to be taken through the entire year utilizing any periods not already selected by the members of the individual groups during the summer vacation period. Captains of the various groups entitled to longevity vacations shall similarly select their longevity vacations during those periods of the year remaining, not already selected for their summer vacation, provided that no more than one officer from a group is on vacation at a time.

H. In the event an Employee is not able to take his/her summer vacation because of illness or injury, his/her period may be used by an Employee having a later summer vacation on his/her group according to seniority. This procedure is to be administered jointly by the Chief or his/her designee and the Union committee on vacations, always keeping the best interest of the ill or injured Employee in mind. Every effort will be made to provide such Employee a summer vacation if he/she is able to accept one. If his/her or any subsequent vacated summer period is not taken by someone having a later summer vacation, then it shall be open to selection by anyone having a later vacation on the group according to the same seniority methods. No employee shall be entitled to carry forward any unused vacation time from one calendar year to the next.

I. Uninterrupted provisional service immediately prior to becoming a probationary or permanent Employee shall be counted in ascertaining vacation entitlements hereunder. All vacation time shall be credited on January 1 of each year.

J. After vacation assignments have been finalized, the Employee will be required to sign verifying his/her selection.

8.11. Any member of the bargaining unit who, because of their "injured on duty status", was unable to use their vacation time they earned during the previous calendar year, may with the recommendation of the Fire Chief and the approval of the Mayor, carry over into the next calendar year the unused portion. No member of the bargaining unit shall receive compensation totaling more than 52 weeks in a calendar year.

8.12. Forty-two (42) hours of compensation at the then effective rate of compensation appearing in Appendix A hereof shall constitute four (4) shifts (10 or 14 hrs. each) of vacation pay.

8.13. Fire Prevention Officer and Training Officer shall be allowed to utilize vacation time and personal time in hourly increments.

## ARTICLE 9

## HOURS

9.01. Subject to other provisions of this Agreement, the regular work week for members of the bargaining unit, except as otherwise provided herein, shall be forty-two (42) hours, on average, which shall be scheduled among each of the four (4) groups, known as A, B, C, and D respectively, in accordance with the chart hereinafter appearing in this Paragraph 9.01 in which these letters indicate the group on duty for the 24 hour tour (24 hrs. on duty, 24 hrs. off duty, 24 hrs. on duty). One twenty four (24) tour of duty shall equal two (2) shifts, interpreted as one ten (10) hour day shift and one fourteen (14) hour night shift.

| WEEKS | SUN. | MON. | TUE. | WED | THU | FRI. | SAT. |
|---|---|---|---|---|---|---|---|

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 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 |

9.02. The regular work week for the positions of Fire Inspector and Training Officer shall not exceed forty-two (42) hours in five (5) days during the period Sunday through Saturday inclusive and shall be individually arranged between the Chief and the incumbent of such positions.

9.03. The regular work week, as provided in Paragraph 9.01 and 9.02, is subject to modification by the Chief upon ninety (90) days advance notice in writing to the Union and upon the Union being afforded the opportunity to discuss such modification.

9.04. Any work performed by members of the bargaining unit outside of the hours and days set forth above shall be compensated in accordance with the provisions of ARTICLE 10 (Overtime).

9.05 All personnel in the unit, except the Fire Inspector and Training Officer, will be assigned to 24 hour shifts.

## ARTICLE 10

## OVERTIME

10.01. Overtime opportunities will be distributed as equally as practicable among Employees.

10.02. At the request of the Chief, his/her designee or the Officer-in-Charge, the Captain or Steward designated by him/her will be responsible for contacting and assuring that the number of Employees required will be available when needed. In the event that staffing requirements are not met, a member may be required to be held over and work forced overtime. The employee selected to work this forced shift will be selected in accordance with the following criteria. 1. Appropriate rank, 2. The employee must not have worked more than 24 hours, 3. Seniority lowest to highest. All efforts will be made to relieve a member placed on forced overtime as soon as possible.

10.03. In the event of multiple alarms, general alarms, other callbacks, all Employees shall readily avail themselves and respond to such fire immediately upon notification. Those called back shall be paid at time and one-half (1.5) the prevailing rate with minimum credit of four hours. Those Employees scheduled to report for duty on the successive shift shall be the first to be relieved. Compensation for all recalls begins at the time the tone is sounded to recall personnel.

10.04. Regular shift hours are 8:00 a.m. to 8:00 a.m. for those Employees working 24 hr rotating tours.

10.05. Employees kept beyond these hours shall be paid at time and one-half (1.5) with a minimum of one-hour plus any additional hours or parts thereof being paid in one-hour increments.

10.06. The Union agrees to fulfill its duty to treat fairly all Employees of the bargaining unit, regardless of Union membership, in recalling persons for overtime work. The Union further agrees to hold the City blameless for any action taken or not taken by the Union with respect to

its responsibility for recalling Employees for overtime work.

10.07. An Employee may request compensatory time off computed on the basis of 1.5 hours of compensatory time off for each hour or fraction thereof of overtime worked in lieu of overtime compensation as provided herein up to a maximum of 480 hours of compensatory time. Once an employee hits the 480 hour cap, no more compensatory time can be accumulated (i.e. time will be paid out at time and 1/2) until their compensatory time bank goes below 480. If a employee's compensatory time bank exceeds the 480 hour cap the City will buy back (pay out) two weeks of time per fiscal year, every year the balance remains in excess of 480 hours. SUCH COMPENSATORY time, if requested (and if the employee is eligible to receive compensatory time off based on their current comp. time balance), shall be subject to approval of the Chief and taken at times determined in the Chief's discretion. Employees taking such compensatory time off shall be counted in determining the maximum number of Employees permitted to be on vacation or using loose working days of vacation under ARTICLE 8 hereof.

10.08 Any employee leaving the unit shall be paid out their compensatory time at the then hourly rate (i.e. before any promotion out of the unit or upon termination or retirement).

## ARTICLE 11

## SICK LEAVE

11.01. Each Employee of the bargaining unit shall accrue two and one-half (2.5) hours of sick leave each week that they are in a paid status.

11.02. Any member of the bargaining unit who has been absent from a scheduled tour of duty (24 hours) as a result of illness or injury not incurred in the line of duty shall have charged against his/her sick leave account twenty-one (21) hours that he/she has missed as a result of such

illness or injury. At the beginning of a calendar year, the City will adjust the employees sick leave bank to reflect the actual number of hours of sick leave utilized during the previous year. As an example an employee that uses two sick leave tours (48 actual hours) during the year would be charged 42 hours of sick leave. This would then be adjusted on an annual basis by deducting the 6 hour differential from the employees accrual balance. The above provision will become effective on January 1, 2008 and the first adjustment to reflect the actual hours utilized will be made on an annual basis starting in January of 2009.

11.03. Any member of the bargaining unit who is absent for part of a scheduled tour of duty (24 hours) due to illness or injury not incurred in the line of duty shall be charged for the number of hours remaining in the tour of duty (24 hours) not to exceed twenty-one (21) hours if the employee does not return to duty. Any part of an hour used shall be rounded to the nearest half-hour. Sick leave shall be charged in blocks of one-half hour and the minimum charge shall be one-half (1/2) hour and the maximum sick leave charge for any one tour of duty (24 hours) shall be twenty-one (21) hours.

11.04. A member of the bargaining unit shall notify the Officer-In-Charge or his/her designee of their inability to be present for each scheduled tour of duty (24 hours) or shift at least two (2) hours in advance of the commencement of that tour of duty (24 hours) or shift, unless an Employee has reported initially that he/she will be absent for more than one tour of duty (24 hours) or shift. If any member initially reported that they will be out more than one tour of duty (24 hours) or shift and plans on returning to work earlier than anticipated, it shall be their responsibility to notify the Officer-In-Charge or his/her designee, sufficiently in advance in order to cancel the need for a replacement, if one was needed.

11.05. Upon written request the Union agrees to cooperate with the City in determining whether or not any claimed illness or injury of any Employee of the bargaining unit is of a bona fide nature.

11.06. An Employee of the bargaining unit shall be entitled to use sick leave then standing to his/her credit in order to avoid loss of compensation when he is absent from a scheduled tour of duty (24 hours) because of any illness or injury not suffered in the line of duty or in order to receive medical, dental, ocular or other care when the rendering of such care cannot be scheduled by the Employee in his/her nonworking hours.

11.07. Sick leave shall be cumulative without limit.

11.08. Any Employee in the bargaining unit hired in 1985 or earlier, upon his/her retirement, or the spouse or beneficiary of any such Employee, if he dies while an Employee, shall be entitled to payment for accumulated but unused sick leave in accordance with the following formula:

*The number of accumulated but unused sick leave hours standing to the Employee's credit at the date of his/her retirement or the date of death shall be divided by three and the result thereof shall be multiplied by the then effective hourly rate of compensation for such Employee and the product thereof shall be payable to the Employee with his/her final payroll or to the spouse or beneficiary of any Employee who dies while an Employee.*

Any Employee hired in 1986 or later will use the same formula, but the payout will be subject to a maximum payment cap of $5,500.

The following employees are grandfathered and not subject to the $5,500 cap:

Mark Curtin, Michael Pawloski

11.08 A. Each Employee who uses sick leave shall, monitor his/her sick leave balance and bring

any discrepancies forward, in writing, to the Operations Officer.

11.08 B. Written notice of the status of the sick leave account of each Employee shall be provided to each Employee periodically. The City may satisfy the requirements of this Section by providing the Employee with such status as a part of its data processing system and including said information with its payroll.

11.08 C. The Chief or the Operations Officer may, in his/her discretion, require a doctor's certificate or other evidence satisfactory to him before approving the payment of sick leave hereunder.

11.09. For employees hired in 1985 or earlier, upon retirement, the 33.3% sick leave buy back may be taken as a lump sum or may by employee option be paid as follows:

1/3 upon retirement

1/3 six (6) months after retirement date

1/3 one year after retirement date

11.10. An employee who provides at least on (1) year advanced notice of retirement and subsequently retires (defined as submitting application with Retirement Board), shall receive upon actual retirement a lump sum payment of $500.00. If an employee provides at least six (6) months advanced notice, they shall receive $250.00 as indicated above. No payment shall be made for any notification of retirement less than six (6) months before the actual retirement date.

11.11. Upon honorable separation of service, excluding retirement, death or a settlement with the City in which the unit member agreed to resign in lieu of disciplinary action being taken, an employee shall receive:

1.) after five (5) years of continuous service but less than ten (10) years, 16.76% of the value of

their accumulated sick leave (employees hired in 1986 or later are subject to a maximum payment cap of $5,500);

2.)after ten (10) years but less than fifteen (15) years of continuous service, 20% (employees hired in 1986 or later are subject to a maximum payment cap of $5,500);

3.) over fifteen (15) years of continuous service 25% (employees hired in 1986 or later are subject to a maximum payment cap of $5,500).

The unit member may defer some or all of this payment until the next tax year, but shall not be required to do so

11.12. Effective January 1, 2008, any member of the bargaining unit who uses no sick leave (including Family Medical Leave Time) shall be entitled to two extra vacation tours (48 hours) to be credited the following year. If the Training Officer or the Fire Inspector utilized no sick leave as defined above, they shall be entitled to four (4) working shifts.

Any member of the bargaining unit who uses one (1) or less sick tour (including Family Medical Leave Time) of duty in a calendar year shall be entitled to one (1) extra vacation tour of duty (24 hours) to be credited the following year. Any member of the bargaining unit may split their Sick Leave Incentive Tour into a ten (10) and fourteen (14) hour shift. The Training Officer and the Fire Inspector shall be entitled to two (2) working shifts.

## ARTICLE 12

## PERSONAL TOUR

12.01. The City shall make available to each bargaining unit member one (1) Personal Tour not to exceed twenty-four (24) hrs. Each bargaining unit member shall be allowed one (1) Personal Tour of duty (24 hours) per calendar year. Any member of the bargaining unit may split their

Personal Tour into a ten (10) and fourteen (14) hour shift. Should an employee for whatever reason be unable to use said personal tour, it shall not be carried over into the next calendar year. The Training Officer and the Fire Inspector shall be entitled to two (2) Personal Working Shifts. The Fire Prevention officer and the Training Officer shall be allowed to utilize personal time in hourly increments.

Any employee who wishes to utilize a personal tour must provide a twenty-four hour advance notice and receive approval for use from the Fire Chief or his/her designee.

## ARTICLE 13

## EMERGENCY LEAVE

13.01. Any Employee of the bargaining unit may use up to forty (40) hours of sick leave in any calendar year for Emergency Leave. If an employee uses 24 hours or less of Emergency Leave it will not be counted against the acquisition of Sick Leave Incentive Tour as defined in Article 11.

13.02. For the purposes of interpreting this provision, an emergency shall be defined as a combination of circumstances not reasonably foreseeable by the Employee, which, because of their compelling nature, prohibit him/her from assuming or completing his/her regularly scheduled tour or tours. This emergency must pertain to the individual requesting leave or his/her immediate family and includes, but is not limited to:

1. Care for the employee's child, spouse, parent, or parent of a spouse, who is suffering from a physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care;

2. To attend a routine medical appointments or a routine medical appointment for the employee's child, spouse, parent, or parent of spouse;

3. To address the psychological, physical or legal effects of domestic violence as a victim of domestic violence, sexual assault stalking or kidnapping or those effects on a family member who is a victim (cannot be the perpetrator); or

4. To travel to and from an appointment, a pharmacy, or other location related to the purpose for which the time was taken.

13.03. An Employee wishing to use sick leave as Emergency Leave must fill out an Emergency Leave form specifying the reason for requesting such leave. Such form shall be filed with both the Officer in Charge and the Fire Chief. The Officer In Charge and the Chief shall, at their sole discretion, grant or deny such request. The Chief must sign off on any such request. Emergency leave shall be charged in one hour increments.

## ARTICLE 14

## COURT LEAVE

14.01. Any member of the bargaining unit who is subpoenaed by the Commonwealth, County, or the City of Northampton, for any court action shall be granted leave as needed, provided that his/her involvement was directly related to his/her performance in carrying out his/her duties as a Fire Fighter for the City.

The Employee shall suffer no loss of pay nor shall sick leave be charged for any period(s) requiring his/her absence from work.

14.02. All off-duty bargaining unit members required by summons to appear in court for Fire Department business will be paid the regular rate of pay at time and one-half for all hours or parts thereof while in said service.

## ARTICLE 15

## FUNERAL LEAVE

In the event of the death of a spouse, or child, of a bargaining unit member, paid leave of up to

one calendar week shall be granted.

In the event of a death of a member of the immediate family, the employee will be granted paid leave of up to four (4) working shifts, except for employees working the 24-hour shift, in which case the paid leave will be up to two (2) 24-hour tours. Immediate family is defined as the employee's mother, father, step-parent, foster parent, step-child, foster child, sister, brother, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, and daughter-in law.

In the case of the death of the employee's aunt, uncle, niece, nephew, brother-in-law, or sister-in-law, one tour of duty (24 hours) of paid leave shall be granted.

With the consent of the Department Head and providing that it will not impair/reduce the effective delivery of services, an employee scheduled to work may be granted up to four (4) hours of paid leave to attend the service of a deceased co-worker.

## ARTICLE 16

## MILITARY LEAVE

16.01. Employees shall be entitled, during actual service as a member of a reserve component of the Reserve Armed Forces of the United States, or as a member of the National Guard of the Commonwealth, to receive full pay and benefits from the City while so serving for any period during the calendar year not in excess of seventeen (17) calendar days less any amount received as military salary from either the Reserve Armed Forces of the United States or from the National Guard of the Commonwealth for so serving. The reservist need only reimburse the City for

military salary for those days corresponding with the Employee's work schedule.

## ARTICLE 17

## UNION LEAVE

17.01. A maximum of four members of the Union Negotiating Committee shall be granted leave from duty with full pay for all meetings between the City and the Union for the 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.

17.02. A maximum of one member of the Union Grievance Committee and any individual processing the grievance shall be granted leave from duty with full pay for all meetings between the City and the Union in the processing of grievances when such meetings take place at a time during which such members are scheduled to be on duty.

17.03. Such officers and members of the Union as may be designated by the Union shall be granted leave from duty with full pay for Union business other than that provided in Sections 17.01 and 17.02. Not more than two members shall be granted leave with pay at any one time for such business.

17.04. The Union shall notify the superior officer of the Employees designated to engage in such Union business in writing at least a week before the absence is to occur, except in instances when meetings are called by the Fire Department Committee of the City Council, the Board of Engineers, the Mayor or the Human Resources Department which action automatically frees the designated Union officers from duty without loss of pay or benefits. Such notification shall specify the length of the absence and whether or not the Employee is to be paid by the City.

17.05. The total maximum time paid for all Union officers or members designated by the Union under provisions of this ARTICLE shall not exceed the following number of hours in any calendar year if taken under the provisions of Section 17.03, above:

FY2014 – 254 hours

FY2015 – 254 hours

FY2016 – 296 hours.

17.06. A maximum of three officers of the Union shall be granted leave with pay to attend the funeral or funerals of Fire Fighters killed in the line of duty and such time off shall be charged against the ten (10) tours per calendar year provided herein. Those Union officers who are designated to attend such funerals shall give to their superior officers as much prior notice as possible of their intended absence.

## ARTICLE 18

## FAMILY AND MEDICAL LEAVE

18.01. In case of paternity or maternity leave an employee shall be allowed to continue working until his or her physician determines that he or she should take such leave. Except as provided below, paternity or maternity leave shall be without pay. When possible the employee shall give the employer two (2) week's notice prior to his or her last day of work.

18.02. All leaves for maternity or paternity leave shall be governed by the provisions of the City of Northampton's Family and Medical leaves of absence policy. Such policy shall be regularly updated to comply with the provisions of the applicable state and federal law and is hereby incorporated by reference into this agreement.

18.03. Such maternity or paternity leave shall not affect the employee's right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans or programs for which he or she was eligible at the date of such leave and any other advantages or rights his/her employment incidental to his/her employment position; provided, however, that such leave shall not be included, when applicable, in the computation of such benefits, rights and advantages; and provided, further, that the employer need not provide for the cost of any benefits, plans, or programs during the period of leave unless such employer so provides for all employees on an FMLA approved leave of absence. Maternity/paternity leave shall run concurrently under the provisions of M.G.L. c. 149 §105D and the federal Family Medical Leave Act ("FMLA").

18.04. An employee on an approved maternity/paternity leave may request an extension of this leave through the Chief. The Chief will have sole discretion to grant/deny the request.

## ARTICLE 19

## UNION BUSINESS

19.01. Unless specifically provided for in this Agreement, Union business will be conducted during off-duty hours.

19.02. The Union agrees that neither the Union nor its membership will do any soliciting or organizing during duty hours.

19.03. The City agrees to allow the Union to use headquarters for Union meetings. If the attendance of on-duty Employees at such meetings interferes with the Fire Fighting efficiency of the Department or any of its affiliated services, the Chief may prohibit such attendance by on-duty Employees.

19.04. The City agrees to make available to the Union bulletin boards or appropriate space for the posting of Union notices. Posted material shall not contain political information or any comment which is nonfactual and which adversely reflects on the City or any member of the Fire Department who is not a member of the bargaining unit.

## ARTICLE 20

## UNION ACTIVITY AND STEWARDS

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

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

20.03. The Employer agrees to deal with the authorized representatives of the Union with respect to all matters involving the administration of this Agreement. To the extent provided in this ARTICLE and in the grievance procedure provided for in this Agreement, the Employer will deal with accredited Stewards of the Union.

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

20.05. Stewards, may, upon request to the Officer-in-Charge, be granted reasonable time during the working hours for investigation and settlement of grievances.

20.06. The Union shall be entitled to have one (1) Union Steward on each group at each station.

## ARTICLE 21

## SWAPS

21.01. The existing practice of an Employee securing additional time off by having another Employee work for him shall be continued, provided:

A. Such substitution does not impose overtime cost on the Department.

B. The Chief of the Fire Department or the Officer-in-Charge is notified in advance and approves of the request.

C. Neither the Department nor the City will be responsible for enforcing any agreements made between Employees for future repayment of said mutually agreed shift adjustment.

D. It is understood that an Employee's first responsibility is to his/her position with the City.

## ARTICLE 22

## UNIFORM ALLOWANCE

22.01. Such uniforms as are required of Employees by the City shall be furnished to Employees by the City without cost to Employees to the extent of an annual expenditure of $450.00 per Employee per fiscal year.

22.02. Each new appointee to the Fire Department shall be provided with all required uniforms on or before the attainment of his/her first anniversary as an Employee and the City shall make issue to each new Employee promptly upon his/her appointment the uniform which Employees of the Department are required to wear as of that time and, promptly thereafter, as seasonal changes occur. Stationwear issued by the City of Northampton Fire Rescue Department to new personnel shall be compliant with National Fire Protection Association standards.

22.03. The Chief of the Fire Department, or his/her designee, shall, in his/her discretion, determine the uniform clothing needs of each Employee. Changes in uniforms required by reason of promotion shall be furnished by the City without cost.

22.04. The City shall continue to provide protective clothing for Employees. All protective gear issued by the City will meet National Fire Protection Association standards. The City will not prohibit employees from purchasing any stationwear so long as it falls within department guidelines for uniform stationwear. All purchases of stationwear for Fire Department use shall be subject to prior approval of the Chief or his/her designee.

22.05. The City will pay for the dry cleaning of dress uniforms of Employees and may deduct any cost associated with such cleaning from the uniform allowance of each such Employee.

## ARTICLE 23

## STATION MAINTENANCE

23.01. Members of the bargaining unit shall perform all fire fighting duties required by them by their superior officers.

23.02. Except in case of emergency impairing the ability of the Department to perform its primary function, members of the bargaining unit shall not be required to perform carpentry, painting, electrical, plumbing or roofing work or any work normally performed by tradesmen; however, Employees of the bargaining unit may voluntarily perform such work in and about the fire stations operated by the Department.

23.03. Normal, day to day, housekeeping may be required to be PERFORMED by all members of the bargaining unit.

## ARTICLE 24

## STANDARD OPERATING GUIDELINES AND POLICY

The Union and the City agree to adhere to the Standard Operating Guidelines and Policies developed and promulgated by the Department. Both parties agree that it shall be management's responsibility to train bargaining unit members in the correct methods of responding to alarms.

## ARTICLE 25

## SENIORITY AND ASSIGNMENTS

25.01. The same City-accepted seniority system as used elsewhere in this Agreement shall be employed to assign the junior employees of the Department to the various groups.

25.02. As seniority among the Fire Fighters progresses and new Fire Fighters are appointed, the more junior employees shall be assigned to the various groups as equitably as possible to maintain the balance of junior employees between and among the groups.

25.03. Any Employee feeling aggrieved by his/her assignment to a group or station may bring the matter to the attention of the Chief personally or through the Union and every effort will be made to work out an equitable solution which meets with the approval of the Chief.

25.04. This section 25.04, 25.05 and 25.06 shall be valid unless/until the bargaining unit members are removed from Civil Service. The Chief shall forward a copy of the submission required to be made by the Department to the Human Resources Division of the Commonwealth pursuant to General Laws, Chapter 31, to the President of the Union simultaneously with such submission to the Human Resources Division.

25.05. The information contained on such submission and furnished to the Union pursuant to Section 25.04, immediately above, may be relied upon and used by the Union as a basis for determining employment dates and seniority among members of the bargaining unit.

25.06. Probationary time served by an Employee, shall be counted fully in determining any longevity benefits provided in this Agreement or in ordinances of the City of Northampton applicable to members of the bargaining unit.

25.07. In the event of an authorized reduction in personnel, the employee with the least seniority, regardless of rank shall be the first to be laid off. No new employee shall be hired until all employees carried in lay off status are given an opportunity to return to work.

## ARTICLE 26

## PAY INCENTIVE PROGRAM FOR BARGAINING UNIT MEMBERS

26.01. There is hereby established a Pay Incentive Program for regular full-time members and excluding reserve personnel of the bargaining unit as a reward for furthering their education in the field of Fire Science, Business Administration/Management, Public Administration, Emergency Medical Services and Emergency Management. This is not to be construed as acceptance by the City of any State statute pertaining to this subject.

26.02. Any Employee must advise the City, in writing, of his/her election to so participate in the Incentive Program provided for herein.

26.03. Pay increments shall be based on semester credits and/or a degree earned from an accredited educational institution.

26.04. To qualify for pay increments, written evidence of successful completion with a passing grade of C- or better must be presented to the Human Resources Department.

26.05. Credit for courses approved by the Human Resources Department and taken by an Employee during his/her probationary period may be applied toward pay increments after the Employee has completed his/her probationary period and made the election required under .02 above.

26.06. Unit members currently eligible for education incentive get flat amount equal to what they would have earned in FY16 or the following flat amount, whichever is greater:

Associates degree $3,500

Bachelor's degree $6,500

Master's degree $7,500

Per credit education benefit remains at $39 per 3 credit , however, the employee must be working towards a covered degree and earning a minimum of 6 credits per fiscal year to be eligible for this payment.

The maximum amount payable by the City to any Employee not having attained an Associate's Degree, regardless of how many courses he may have completed, shall be Seven Hundred Forty-One Dollars ($741.00) per year.

26.07. Payments hereunder will be paid twice each year during the months of July and December.

A. Employees shall not receive credit for credits earned prior to their employment by the Fire Department of the City unless approved by the Human Resources Department.

B. Employees subject to the provisions of this ARTICLE will be entitled to payment under the provisions of Section .07 only upon their successful completion of courses or a degree relating to Fire Science.

C. Those Employees subject to the provision of this Article shall not be entitled to payment by

the City for any tuition or book expense associated with the participation by an Employee in the Pay Incentive Program established hereby.

## ARTICLE 27

## NO STRIKE

27.01. It is agreed between the City and the Union that, while this Agreement remains effective, neither the Union nor any Employee shall engage in a strike nor shall the Union or any Employee induce, encourage or condone any strike, work stoppage, slowdown, or withholding of service.

## ARTICLE 28

## NOTICES TO BE POSTED

ARTICLE 28
28.01. Any orders, notices or bulletin posted by the Chief will be distributed to the e-mail accounts of all bargaining unit members.
28.02. This system will be the primary means to distribute posted information within the department.
28.03 Both parties agree that the City is not responsible for an employee's failure to utilize the system and that use of the system is an employee's responsibility.

## ARTICLE 29

## PAYROLL DEDUCTIONS

29.01. The City agrees that payroll deductions for group accident and health insurance plans to which the City contributes some portion of the premium on behalf of Employees will be made bi-weekly from the wages of the Employees covered by this Agreement.

29.02. The parties agree that during the term of this Agreement, the City will deduct on a bi-weekly basis from the wages of those Employees who designate in writing their desire for such

payroll deductions the amounts specified for Union dues, Credit Union savings, United Way contributions, and Deferred Compensation.

If and when it becomes practicable for the City Treasurer to do so, deductions for United States Savings Bonds will also be made, if authorized.

## ARTICLE 30

## RESIDENCY

30.01. It is the Policy of the city of Northampton to require members of the Fire Department to adhere to a residency requirement. The City's residency requirement is fifteen (15) miles from the Northampton City limits.

Employees receiving an initial appointment as a Firefighter in the Fire Department will have twelve (12) months to comply with the residency requirement.

## ARTICLE 31

## REPLACEMENT OF EYEGLASSES

31.01. The City agrees to pay for the replacement of eyeglasses or contact lenses lost or broken while an Employee is engaged, under supervision, in Fire Department duties provided the loss or damage is reported to the Officer-in-Charge immediately upon learning of the breakage or loss and in no event later than the termination of the shift on which such loss or breakage has occurred.

## ARTICLE 32

## HOSPITAL AND MEDICAL INSURANCE

32.01. The City agrees to pay eighty percent (80%) of the premium for hospital and medical coverage in the City of Northampton's group plans provided through health maintenance organizations (HMO's).

32.02. The City agrees to pay fifty percent (50%) of the premium for hospital and medical coverage in the City of Northampton's group medical and indemnification plan.

32.03. The City agrees to maintain the percentages specified in 32.01 and 32.02 for members of this bargaining unit when and if the member becomes a retiree in the City's contributory Retirement System.

## ARTICLE 33

## INDEMNITY

33.01. The City agrees to pay funeral expenses up to Two Thousand Dollars ($2,000.00) for any member of the bargaining unit who is killed in the line of duty.

33.02. The City agrees that during the terms of this Agreement it will continue to provide indemnification under C.512, Acts of 1978, "Government Claim Tort Act", to all members of the bargaining unit.

## ARTICLE 34

## SALARIES

34.01. Wages shall be adjusted as follows:

Effective July 1, 2019 a 2% COLA (see Appendix A, table #1)

Effective July 1, 2020 a 2% COLA (see Appendix A, table #2)

Effective July 1, 2021 a 2% COLA (see Appendix A, table #3)

34.02. Step raises will be given to all eligible members on July 1. To be eligible for a step increase in a given year, the employee must be hired before 1/1 of that year. Hiring that occurs between 1/1 and 6/30 are not eligible for a step increase until the following 7/1.

34.03. Any Employee promoted from one compensation grade shall be entitled to receive, effective upon the effective date of any such promotion, not less than that amount which would equal an advancement from one Step to the next succeeding Step at his/her prior compensation schedule, and an Employee who is at maximum on any compensation schedule and who is promoted to the next highest compensation grade shall be entitled, effective upon the effective date of such promotion, to be placed at Step 2 of said higher compensation schedule.

## ARTICLE 35

## PAID DETAILS

35.01. All members of the bargaining unit shall be afforded the opportunity to accept outside detail work, but there shall be no discrimination against any member who declines to work outside details on a voluntary basis. Members shall have the option of declining offered outside details. Outside details shall be distributed to all members on an equitable and fair basis.

35.02. The following provisions shall govern the assignment of outside paid fire details to members of the bargaining unit when such work is to be paid for by another City department, an outside individual, groups, corporation or organization:

A. Such assignment shall be made by the Chief or his/her designated representative on a voluntary basis and shall be distributed among full-time members of the bargaining unit as evenly as possible. The Chief shall maintain a record of all such assignments, which may be examined on reasonable notice by a representative of the Union. No member of the bargaining unit or other person shall accept such assignment unless the same is made by the Chief or his/her designated representative.

35.03 Outside detail rate is $49.00 per hour. This rate shall be for both firefighters and captains

## ARTICLE 36

## LONGEVITY COMPENSATION

36.01. Each Employee shall receive longevity compensation that shall be as follows:

A. Upon completion of five (5) years of continuous service a sum of Four Hundred Dollars ($400.00) shall be added to his/her pay once a year, and once a year thereafter through the ninth year of continuous service he shall receive a longevity payment of Four Hundred Dollars ($400.00).

B. Upon completion of ten (10) years of continuous service a sum of Five Hundred Dollars ($500.00) shall be added to his/her pay once a year, and once each year thereafter through the fourteenth year of continuous service he shall receive a longevity payment of Five Hundred Dollars ($500.00).

C. Upon completion of fifteen (15) years of continuous service a sum of Six Hundred Dollars ($600.00) shall be added to his/her pay once a year, and once each year thereafter through the nineteenth year of continuous service he shall receive a longevity payment of Six Hundred Dollars ($600.00).

D. Upon completion of twenty (20) years of continuous service a sum of Seven Hundred Dollars ($700.00) shall be added to his/her pay once a year, and once each year thereafter through the twenty-fourth year of continuous service he shall receive a longevity payment of Seven Hundred Dollars ($700.00).

E. Upon completion of twenty-five (25) years of continuous service a sum of Eight Hundred Dollars ($800.00) shall be added to his/her pay once a year and once a year thereafter he shall receive a longevity payment of Eight Hundred Dollars ($800.00).

F Upon completion of thirty years (30) of continuous service a sum of Nine Hundred Dollars ($900.00) shall be added to his/her pay once a year and once a year thereafter he shall receive a longevity payment of Nine Hundred Dollars ($900.00).

G Upon completion of thirty five (35) years of continuous service a sum of one thousand Dollars ($1000.00) shall be added to his/her pay once a year and once a year thereafter he shall receive a longevity payment of one thousand Dollars ($1000.00).

36.02. No more than two (2) years of service in the permanent reserve of the Fire Department shall be counted toward total service.

36.03. Payment of the longevity compensation shall be made on an annual basis and shall be paid on the last payday of the month following the anniversary date.

36.04. Those Employees leaving the service of the City through retirement or death shall be given credit for one year of service if they have at least six (6) months' service following their anniversary date.

36.05. Longevity compensation shall be construed as regular compensation for the purpose of retirement benefits.

36.06. For the purposes of this ARTICLE, employment shall be counted from the most recent date of employment as a permanent full-time Employee of the City or from the most recent date of appointment as a permanent reserve in the Fire Department; provided, however, that any and all provisional and temporary time which may have been served by an Employee in the bargaining unit immediately prior to appointment as a full-time permanent Employee shall be counted in determining years of service for the purposes of this ARTICLE 36.

36.07. Full-time Employees are those who work regularly at least thirty-five (35) hours per week or are in an authorized paid leave of absence.

36.08. Suspension time (that is, time lost from work through suspension for cause) shall be deducted from years of service.

36.09. Authorized leaves of absence shall not change the effective employment date, provided the Employee does not engage in other employment during leaves of absence. However, if an Employee is granted a leave for the purpose of taking educational work which is related to his/her occupation in the service of the City, other employment during such leave shall not affect his/her effective employment date.

36.10 In addition to the above, employees assigned to the positions of Fire Prevention Officer and Training Officer shall be eligible for Position Longevity. The following amounts will be paid after the completion of each year on the members anniversary date in said position:

1st year - $1,000, 2nd year - $1,500, 3rd year and beyond - $2,500.

## ARTICLE 37

## OUT-OF-GRADE COMPENSATION

37.01. Any Captain designated in writing by the Chief or by any Deputy Chief to assume the duties and responsibilities of Officer-in-Charge shall be entitled to additional compensation at the rate of $4.00 per hour for each hour he is so designated and so serves, in no case shall the employee receive less than four hours pay.

37.02. The Chief and the Deputy Chiefs will use a form to designate a Captain as Officer-in-Charge similar to that, which is attached (see Attachment #1).

37.03. A Private who is directed by the Chief or any Deputy Chief to act as a Captain, to perform the duties and assume the authority and responsibilities of the Captain, shall be paid additional compensation at the rate of $2.00 for each hour he/she is so designated and so serves; in no case shall the employee receive less than four hours pay.

## ARTICLE 38

## PROTECTION OF WORK OPPORTUNITIES

38.01. The Employer agrees not to employ any person or persons to perform any of the duties of Employees covered by this Agreement as presently performed and so long as performed by said Employees unless such person or persons are eligible for such employment under the provisions of General Laws, Chapter 31 and Rules and Regulations adopted pursuant thereto.

## ARTICLE 39

## PREVIOUS EMPLOYMENT CONDITIONS

39.01. All conditions of employment currently enjoyed by statute or ordinance, unless

specifically altered by this Agreement, shall continue for the duration of this Agreement.

39.02. A coffee break shall be allowed between 8:30 a.m. and 9:00 a.m. and a lunch break between 12:00 noon and 1:00 p.m., or as near to such times as current emergencies may dictate provided the same are held at the assigned stations.

## ARTICLE 40

## RESERVE FORCE

40.01. The City reserves the right to utilize the services of reserve Fire Fighters.

40.02. The City and the Union agree that no member(s) of the Reserve Force shall work unless there are at least ten (10) members of Local 108 bargaining unit on duty. . If the Officer-in-Charge of the tour is a member of Local 108, he will not be counted as part of the ten (10).

40.03. The provisions of Paragraph 40.02 shall not apply in case of an emergency or in the event a sufficient number of members of the bargaining unit cannot be reached for replacements.

## ARTICLE 41

## LABOR-MANAGEMENT COMMITTEE

41.01. The City and the Union agree to the formation of a Labor-Management Committee to be composed of Union and Management Employees to discuss matters pertaining to Employee relations and Advanced Life Support (ALS), Emergency Medical Services (EMS), Emergency First Responder (EFR) and fire service operations problems which may be of mutual concern to the Union and the City. The membership of this committee, procedures, and aims are set forth in the Memorandum of Understanding concurred in by the Human Resources Director and considered an addendum to this contract.

## ARTICLE 42

## DRUG/ALCOHOL FREE WORK PLACE

42.01. It is the intent and obligation of the City to provide a drug-free/alcohol-free, healthy, safe, and secure work environment for all employees. No employee shall report to work under the influence of alcohol or illegal drugs. Employees are expected and required to report to work on time and in appropriate mental and physical condition for work.

42.02. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, or the use of alcohol, on City premises, or while on City business is absolutely prohibited. If it is determined that there are violations of this policy, appropriate disciplinary action will be in accordance with civil service law and/or the appropriate collective bargaining agreement.

42.03. Drug and alcohol dependency is recognized by the City as an illness and major health problem. The City also recognizes drug abuse as a potential health, safety, and security problem. Employees needing help in dealing with such problems are encouraged to use the Employee Assistance Program and the health insurance plans, as appropriate. All contacts are confidential and conscientious efforts to seek help with drug and alcohol dependence will not jeopardize an employee's job.

42.04. As required by Federal law, employees directly engaged in the performance of work pursuant to the provisions of a federal grant or contract must, as a condition of employment, abide by the terms of the above policy and must report any conviction under a criminal drug statute for violations of this policy to the Human Resources Department within five (5) days after

the conviction. The City must then notify the contracting agency within ten (10) days after receiving notice of conviction as required by the Drug-Free Workplace Act of 1988.

## ARTICLE 43

## MUNICIPAL-FEDERAL CONTRACTS

43.01. Should the City enter into a Municipal-Federal contract having impact on this bargaining unit's working conditions, the contract will be reopened for this matter only.

## ARTICLE 44

## EXPOSURE TO COMMUNICABLE DISEASES

44.01. An Employee who contracts any communicable disease that prevents him from performing his/her assigned duties shall be classified as an on-duty injury, provided that it can be reasonably established on the basis of medical examination that said disease was contracted while on duty.

44.02. Each member, who through performance of his/her duty has been exposed to a hazard to health or physical well-being may make a request for physical examination (subject to the approval of the Chief and/or the Human Resources Director, which approval shall not be unreasonably withheld) related to the nature of the possible injury, disability or illness, the cost of which will be borne by the CITY or any other insurance carrier that may be responsible. It is the intention of parties to this contract to only include serious diseases, such as AIDS, tuberculosis, hepatitis, etc. and not to include such things as colds and the flu.

44.03. The City will provide annually to each employee, tuberculosis testing at no charge to the

employee.

## ARTICLE 45

## VOLUNTARY I.O.D. MODIFIED DUTY FOR RETURN TO WORK

45.01. An employee injured in the line of duty shall be entitled to injury leave benefits in accordance with the provisions of this Article and Chapter 41, Section 111F.

45.02. The City shall have the right to require an individual who is receiving injury leave benefits to be seen and examined by a City designated physician at regular intervals during the period he/she is receiving injury leave. As part of such regular examinations, the City may require the fire fighter to cooperate with the City in obtaining necessary medical documentation, and the City may require the individual seeking or receiving injury leave benefits to sign a medical release authorizing the release of medical records relating to the injury for the purpose of making such records available to the City physician.

45.03. If a fire fighter has been on injury leave for a continuous period of six months, the City may require that fire fighter to perform light duty, subject to the terms and conditions set forth below, which duties may include non-fire suppression activities and which shall not be counted as on duty fire suppression personnel. Light duty may include, fire prevention or other record keeping. All such work shall relate to the fire department, and such person shall not be required to perform emergency response.45.04. If a fire fighter has been out on injury leave for a continuous period of three months, and the City believes that such fire fighter may be capable of performing light duty, the City may require the fire fighter to be examined by a City designated physician for the purposes of determining fitness for light duty work. If the City designated

physician believes such work can be performed by the fire fighter, after a review of the fire fighter's medical condition, and after reviewing a job description of the light duty, the fire fighter may be required to perform such light duty as set forth herein. If the fire fighter has reason to doubt his or her ability to perform such light duty, the fire fighter may undergo an examination by his or her treating physician, and shall provide the job description to such physician. If the treating physician and City designated physician disagree as to fitness for light duty, then a third doctor who has a specialty in the relevant area of medicine, will be chosen from a panel of doctors agreed to by the Union and the City for the purpose of determining ability to perform light duty. That third doctor's opinion will be final and binding. Upon execution of this agreement, the Union and the City will promptly put together a list of agreed to independent doctors with relevant specialties, including orthopedics, neurology, internal medicine, psychiatry, etc. It is expressly agreed and understood that while the City may begin the process of determining fitness for light duty after a fire fighter has been on IOD for three months, the fire fighter shall not be required to perform light duty until he or she has been on injury leave for six months, provided however that nothing herein shall prevent a fire fighter from voluntarily agreeing to perform light duty at any period prior to six months.

45.04. It is recognized and agreed that light duty shall be temporary and not permanent. Accordingly, upon application by a fire fighter for disability retirement benefits under M.G.L. c. 32, and upon certification by a physician that such injury is likely to be permanent, the light duty provisions of this article shall not apply.

45.05. A fire fighter on injury leave shall not engage in outside work which is inconsistent with that fire fighter's injury, or will impede that fire fighter's recovery. The City may request a fire

fighter on injury leave to disclose whether or not that fire fighter is engaging in outside remunerative activity, and if the City believes that such outside work is inconsistent with that fire fighter's IOD status, the City may require the fire fighter to be examined by the City designated physician for the purpose of determining whether such outside work is inconsistent with the fire fighter's injury. In the event the fire fighter or Union disputes the City designated physician's determination, the same process involving the treating physician and third independent physician procedure set forth above shall be utilized.

## ARTICLE 46

## RETURN TO WORK/NON-WORK RELATED INJURY

46.01. When a fire fighter is utilizing non-work related sick leave, he or she shall be permitted to return to work within thirty (30) calendar days of the date he or she stopped working upon presentation of a note from a treating physician, subject to a request from the Fire Chief, releasing said fire fighter to return to full duty. The City, may at its discretion, provide the fire fighter with a written job description of the position of fire fighter/captain and require the fire fighter to present it to his/her physician.

46.02. If a fire fighter is out on sick leave for more than thirty (30) consecutive days and then seeks to return to full duty, the City may require said fire fighter to undergo a medical examination (at City expense) for the purpose of determining said fire fighter's fitness for full duty. The City shall endeavor to schedule said examination promptly so that the fire fighter can return to duty (if found fit) on the date specified by the treating physician. In the event that said examination is not scheduled promptly, the City will not charge the fire fighter's sick time

account for any delay in returning to work caused by such delay.

46.03. In the event the treating physician and City-designated physician disagree as to the fire fighter's fitness to return to duty, the Union and the City will jointly select a third independent physician who shall determine the fire fighter's fitness to return. If the independent physician agrees that the fire fighter may return to full duty, the fire fighter shall not have his/her sick leave account charged for any delay in returning to work caused by the invocation of this procedure.

46.04. Any disputes arising under this agreement shall be subject to grievance and arbitration procedures of this contract.

## ARTICLE 47

## MEMORANDA OF UNDERSTANDINGS

47.01. All existing Memoranda of Understandings hereby attached shall be incorporated and remain in full force in the proposed agreement.

## ARTICLE 48

## DURATION

Duration:

48.01. This Agreement is effective July 1, 2019 and shall remain in full force and effect to and including June 30, 2022 and shall automatically renew itself of consecutive terms each of one year unless, by January 1, 2022 either the City or the Union shall have given the other notice of its desire to negotiate a new Agreement.

48.02. The party so desiring to negotiate a new Agreement shall specifically inform, in writing, the other party regarding any changes to be sought in such negotiations.

48.03. In the event any such negotiations have not been completed by June 30, 2022, all of the terms of this Agreement shall be extended until such time as a successor Agreement has been agreed to and executed by representatives of the parties hereto, and no new benefits so negotiated will be retroactive unless agreed to by the City.

48.04. The City and the bargaining unit agree that initial proposals for contract changes will be exchanged simultaneously.

## ARTICLE 49

## FAMILY AND MEDICAL LEAVE ACT

49.01. The parties to this agreement hereby agree to adopt through reference and implement the City of Northampton's Family and Medical Leave Act Policy and any subsequent revisions mandated by federal law.

## ARTICLE 50

## DISCRIMINATORY HARASSMENT

50.01. The parties to this agreement hereby agree to adopt through reference and implement the City of Northampton's Discriminatory Harassment Policy as updated 9/20/2018.

## ARTICLE 51

Intentionally left blank

## ARTICLE 52

## OTHER BENEFITS

52.01. The City of Northampton agrees to make available a voluntary dental program to be paid for by employees.

52.02. The City agrees to raise the current life and accidental death and dismemberment policy amount from the current $2000 to $5000. .

## ARTICLE 53

## CRITICAL INCIDENT STRESS MANAGEMENT

53.01. In the event a bargaining unit member(s) has been involved with a job related critical incident stress incident, the City agrees to provide critical incident stress debriefing by a qualified debriefing team, as near to the time of the incident as possible. Whenever possible, debriefing of incidents shall be conducted by the Fire Services Debriefing Teams.

## ARTICLE 54

## FIRE INSPECTOR CERTIFICATION

One hundred dollars ($100) per year will be paid to each member who has obtained Fire Inspector Level One Certification through the National Professional Qualifications Board (NPQB). The City agrees to make every effort to have this testing process delivered once in Northampton.

IN WITNESS WHEREOF, the City of Northampton has caused these presents to be executed in two or more counterparts by the Honorable David J. Narkewicz, Mayor, its officer duly authorized thereunto and the Union has caused these presents to be executed by its authorized representatives, on this 15 day of Aug. , 2019.

THE CITY OF NORTHAMPTON

David J. Narkewicz, Mayor

Duane Nichols, Chief
Fire Rescue Department

Glenda Stoddard, Director
Human Resources Department

NORTHAMPTON FIREFIGHTERS, IAFF LOCAL 108

Shawn Crimmins, Pres.

Mike Hatch, V.P. Negotiations..

Shawn Denkiewicz, Rep

Brett Gauger, Rep.

SIDE LETTER #1

REMOVAL FROM CIVIL SERVICE

The union agrees to publicly and privately support the City's efforts to remove the bargaining unit from the Commonwealth of Massachusetts' Civil Service System. Such support shall include a written statement of support for the Home Rule Petition filed on this topic by the City. In return, the City agrees to create a working group to discuss the details of a successor selections and promotional system. This working group shall agree to a replacement system and shall produce a recommendation for the Mayor. Absent unusual circumstances, such as impracticality, the recommendation shall be accepted by the Mayor. The City recognizes that all current bargaining unit members will be grand fathered into the Replacement System with respect to their current positions in accordance with existing state law.

It is understood that, contingent on the removal of the bargaining unit from the state Civil Service system, the current Grades 3 & 6 will be upgraded to Grades 4 & 7. Members of the bargaining unit will be placed in the new grade at a step which will result in at least a 3.5% increase. Step increases will continue to be applied on the Anniversary date of hire as has been the past practice.

Side Letter #2

MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF NORTHAMPTON AND LOCAL 108, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS AFL-CIO

During the period of July 1, 1997 through June 30, 2000 the City agrees to the following:

A. Delegates of the Union not exceeding two (2), who are duly elected or selected to represent the Union at the convention of the Professional Fire Fighters of Massachusetts, held every odd year at a site within the Commonwealth, shall be granted time off, without loss of compensation during the period beginning at 6:00 p.m. on the Sunday preceding the opening date of the convention and ending at 8:00 a.m. on the next succeeding Friday. The Union will inform the Chief of the Northampton Fire Rescue Department thirty (30) days prior to the above convention of the names of the delegated so elected or selected, the dates of the convention and the location of the convention.

B. A delegate of the Union who is duly elected or selected to represent the Union at the convention of the International Association of Fire Fighters, held every even numbered year at a site in the United States or Canada, shall be granted time-off without loss of compensation, during the period beginning 8:00 a.m. on the Sunday preceding the opening date of the convention and

ending at 8:00 a.m. on the next succeeding Saturday. The Union will inform the Chief of the Northampton Fire Rescue Department thirty (30) days prior to the above convention of the name of the delegate so elected or selected, the dates of the convention, and the location of the convention.

C. Compensated time off provided for herein shall be without the requirement to make up same.

The Union agrees that the City may change to a bi-weekly pay schedule as opposed to the current weekly pay schedule.

The Union agrees to a direct deposit pay program. A change of the current payday may occur for all unit members to accommodate the direct deposit program.

Side Letter #3

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NORTHAMPTON AND LOCAL 108, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS AFL-CIO

For the purpose of implementing ARTICLE 37, Section 37.06, the parties agree that there shall be no retroactive payments made nor can any Employee affected receive more than one longevity payment during a Fiscal Year.

Update 7/1/2004: Article 37 Longevity is now Article 36 and Section 37.06 is now 36.06.

Side Letter #4

Side Letter/Memorandum of Agreement

1.Effective as soon as practical after ratification of this agreement unit members shall be issued pagers under the Terms mutually agreed upon by the parties during negotiations.

**Side Letter #5**

HAZARDOUS MATERIAL - SIDE LETTER

a. Fire Department will continue to participate so long as the state continues to provide adequate funding;

b. Chief may remove firefighters assigned to program; however, such removal shall not be arbitrary and capricious.

**Attachment #1A**

FIRE DEPARTMENT

CITY OF NORTHAMPTON

TO: Captain_____

Name

FROM: Chief/Deputy Chief_____

Name

SUBJECT: DESIGNATION AS OFFICER-IN-CHARGE

You are hereby directed to assume the duties and responsibilities of Officer-in-Charge for the period beginning _____a.m./p.m. _____a.m./p.m. on _____.

Date(s)

_____

Chief/Deputy Chief

**Attachment #1B**

FIRE DEPARTMENT

CITY OF NORTHAMPTON

TO: PRIVATE _____

Name

FROM: CHIEF/DEPUTY CHIEF _____

Name

SUBJECT: ASSUMING DUTIES OF A CAPTAIN, (WORKING OUT OF GRADE)

You are hereby directed to assume the duties and responsibilities of a Captain's position for the period beginning _____a.m./p.m. and ending _____a.m./p.m.
TIME TIME
on _____.

date(s)

_____

Chief/Deputy Chief

APPENDIX A



TABLE #1

| EFF. DATE | GROUP/BU | GRADE/ RANK | DESCRIPTION | PAY BASIS | FREQUENCY | CALC | PERIODS | HRS/ DAY | HRS/ PERIOD | DAYS/ PERIOD | HRS/ YEAR | DAYS/ YEAR | USE PCT |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 07/01/2019 | CFFC CITY FIREF | 4 | FIREFIGHTER | H HOURLY | B BIWEEKLY | 02 | 26.0000 | 8.00 | 84.00 | 10.00 | 2184.00 | 260.00 | N |

Change was made by 2.0000%
No Dollar amount used.

| STEP/LEVEL | PERCENT | HOURLY RATE | DAILY RATE | PERIOD SALARY | ANNUAL SALARY |
|---|---|---|---|---|---|
| 00 | 0.0000 | .0000 | 0.0000 | 0.00 | 0.00 |
| 01 | 0.0000 | 20.5903 | 172.9590 | 1,729.59 | 44,969.34 |
| 02 | 0.0000 | 21.2002 | 178.0820 | 1,780.82 | 46,301.32 |
| 03 | 0.0000 | 21.8219 | 183.3040 | 1,833.04 | 47,659.04 |
| 04 | 0.0000 | 22.4798 | 188.8300 | 1,888.30 | 49,095.80 |
| 05 | 0.0000 | 23.1491 | 194.4520 | 1,944.52 | 50,557.52 |
| 06 | 0.0000 | 23.8308 | 200.1790 | 2,001.79 | 52,046.54 |
| 07 | 0.0000 | 24.5362 | 206.1040 | 2,061.04 | 53,587.04 |
| 08 | 0.0000 | 25.2774 | 212.3300 | 2,123.30 | 55,205.80 |

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 07/01/2019 | CFFC CITY FIREF | 7 | CAPTAIN | H HOURLY | B BIWEEKLY | 02 | 26.0000 | 8.00 | 84.00 | 10.00 | 2184.00 | 260.00 | N |

Change was made by 2.0000%
No Dollar amount used.

| STEP/LEVEL | PERCENT | HOURLY RATE | DAILY RATE | PERIOD SALARY | ANNUAL SALARY |
|---|---|---|---|---|---|
| 00 | 0.0000 | .0000 | 0.0000 | 0.00 | 0.00 |
| 01 | 0.0000 | 25.8763 | 217.3610 | 2,173.61 | 56,513.86 |
| 02 | 0.0000 | 26.6569 | 223.9180 | 2,239.18 | 58,218.68 |
| 03 | 0.0000 | 27.4375 | 230.4750 | 2,304.75 | 59,923.50 |
| 04 | 0.0000 | 28.2566 | 237.3550 | 2,373.55 | 61,712.30 |
| 05 | 0.0000 | 29.1012 | 244.4500 | 2,444.50 | 63,557.00 |
| 06 | 0.0000 | 29.9586 | 251.6520 | 2,516.52 | 65,429.52 |
| 07 | 0.0000 | 30.8416 | 259.0690 | 2,590.69 | 67,357.94 |
| 08 | 0.0000 | 31.7760 | 266.9180 | 2,669.18 | 69,398.68 |

TABLE #2

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 07/01/2020 | CFFC CITY FIREF | 4 | FIREFIGHTER | H HOURLY | B BIWEEKLY | 02 | 26.0000 | 8.00 | 84.00 | 10.00 | 2184.00 | 260.00 | N |

Change was made by 2.0000%
No Dollar amount used.

| STEP/LEVEL | PERCENT | HOURLY RATE | DAILY RATE | PERIOD SALARY | ANNUAL SALARY |
|---|---|---|---|---|---|
| 00 | 0.0000 | .0000 | 0.0000 | 0.00 | 0.00 |
| 01 | 0.0000 | 21.0021 | 176.4180 | 1,764.18 | 45,868.68 |
| 02 | 0.0000 | 21.6242 | 181.6430 | 1,816.43 | 47,227.18 |
| 03 | 0.0000 | 22.2583 | 186.9700 | 1,869.70 | 48,612.20 |
| 04 | 0.0000 | 22.9294 | 192.6070 | 1,926.07 | 50,077.82 |
| 05 | 0.0000 | 23.6121 | 198.3420 | 1,983.42 | 51,568.92 |
| 06 | 0.0000 | 24.3074 | 204.1820 | 2,041.82 | 53,087.32 |
| 07 | 0.0000 | 25.0269 | 210.2260 | 2,102.26 | 54,658.76 |
| 08 | 0.0000 | 25.7829 | 216.5760 | 2,165.76 | 56,309.76 |

TABLE #2 (con't)

| EFF. DATE | GROUP/BU | GRADE/ RANK | DESCRIPTION | PAY BASIS | FREQUENCY | CALC | PERIODS | HRS/ DAY | HRS/ PERIOD | DAYS/ PERIOD | HRS/ YEAR | DAYS/ YEAR | USE PCT |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 07/01/2020 | CFFC CITY FIREF | 7 | CAPTAIN | H HOURLY | B BIWEEKLY | 02 | 26.0000 | 8.00 | 84.00 | 10.00 | 2184.00 | 260.00 | N |

Change was made by 2.0000%
No Dollar amount used.

| STEP/LEVEL | PERCENT | HOURLY RATE | DAILY RATE | PERIOD SALARY | ANNUAL SALARY |
|---|---|---|---|---|---|
| 00 | 0.0000 | .0000 | 0.0000 | 0.00 | 0.00 |
| 01 | 0.0000 | 26.3938 | 221.7080 | 2,217.08 | 57,644.08 |
| 02 | 0.0000 | 27.1900 | 228.3960 | 2,283.96 | 59,382.96 |
| 03 | 0.0000 | 27.9863 | 235.0850 | 2,350.85 | 61,122.10 |
| 04 | 0.0000 | 28.8217 | 242.1020 | 2,421.02 | 62,946.52 |
| 05 | 0.0000 | 29.6832 | 249.3390 | 2,493.39 | 64,828.14 |
| 06 | 0.0000 | 30.5578 | 256.6860 | 2,566.86 | 66,738.36 |
| 07 | 0.0000 | 31.4584 | 264.2510 | 2,642.51 | 68,705.26 |
| 08 | 0.0000 | 32.4115 | 272.2570 | 2,722.57 | 70,786.82 |

TABLE #3

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 07/01/2021 | CFFC CITY FIREF | 4 | FIREFIGHTER | H HOURLY | B BIWEEKLY | 02 | 26.0000 | 8.00 | 84.00 | 10.00 | 2184.00 | 260.00 | N |

Change was made by 2.0000%
No Dollar amount used.

| STEP/LEVEL | PERCENT | HOURLY RATE | DAILY RATE | PERIOD SALARY | ANNUAL SALARY |
|---|---|---|---|---|---|
| 00 | 0.0000 | .0000 | 0.0000 | 0.00 | 0.00 |
| 01 | 0.0000 | 21.4221 | 179.9460 | 1,799.46 | 46,785.96 |
| 02 | 0.0000 | 22.0567 | 185.2760 | 1,852.76 | 48,171.76 |
| 03 | 0.0000 | 22.7035 | 190.7090 | 1,907.09 | 49,584.34 |
| 04 | 0.0000 | 23.3880 | 196.4590 | 1,964.59 | 51,079.34 |
| 05 | 0.0000 | 24.0843 | 202.3080 | 2,023.08 | 52,600.08 |
| 06 | 0.0000 | 24.7935 | 208.2650 | 2,082.65 | 54,148.90 |
| 07 | 0.0000 | 25.5274 | 214.4300 | 2,144.30 | 55,751.80 |
| 08 | 0.0000 | 26.2986 | 220.9080 | 2,209.08 | 57,436.08 |

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 07/01/2021 | CFFC CITY FIREF | 7 | CAPTAIN | H HOURLY | B BIWEEKLY | 02 | 26.0000 | 8.00 | 84.00 | 10.00 | 2184.00 | 260.00 | N |

Change was made by 2.0000%
No Dollar amount used.

| STEP/LEVEL | PERCENT | HOURLY RATE | DAILY RATE | PERIOD SALARY | ANNUAL SALARY |
|---|---|---|---|---|---|
| 00 | 0.0000 | .0000 | 0.0000 | 0.00 | 0.00 |
| 01 | 0.0000 | 26.9217 | 226.1420 | 2,261.42 | 58,796.92 |
| 02 | 0.0000 | 27.7338 | 232.9640 | 2,329.64 | 60,570.64 |
| 03 | 0.0000 | 28.5460 | 239.7860 | 2,397.86 | 62,344.36 |
| 04 | 0.0000 | 29.3981 | 246.9440 | 2,469.44 | 64,205.44 |
| 05 | 0.0000 | 30.2769 | 254.3260 | 2,543.26 | 66,124.76 |
| 06 | 0.0000 | 31.1690 | 261.8200 | 2,618.20 | 68,073.20 |
| 07 | 0.0000 | 32.0876 | 269.5360 | 2,695.36 | 70,079.36 |
| 08 | 0.0000 | 33.0597 | 277.7010 | 2,777.01 | 72,202.26 |

** END OF REPORT - Generated by Glenda Stoddard **