

Collective Bargaining Agreement  
Between the  
City of Melrose  
And  
Local 1617, International Association  
of Fire Fighters, AFL-CIO



June 29, 2020 to July 2, 2023

Fiscal Year 2021 to Fiscal Year 2023

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This **Collective Bargaining Agreement** is made and entered into 29<sup>th</sup> day of September, 2021, to be effective as of 12:01 a.m. June 29, 2020, except as hereinafter provided, by and between the **City of Melrose** (hereinafter referred to as the "**City**"), and **Local 1617, International Association of Firefighters, AFL-CIO** (hereinafter referred to as the "**Union**").

This Agreement is designed to maintain and promote a harmonious relationship between the City of Melrose and such of its employees who are within the provisions of this Agreement, in order that more effective and progressive public service may be rendered to the citizens of the City.

#### **ARTICLE 1. RECOGNITION AND BARGAINING UNIT**

The City hereby recognizes Local 1617, International Association of Firefighters, AFL-CIO as the exclusive bargaining representative for Unit A: all uniformed firefighters of the Melrose Fire Department (hereinafter sometimes called the "Department") as described in the Decision of the Massachusetts Labor Relations Commission in Case No. MCR-167 dated November 1, 1966, and the Certification of Representatives issued in Case No. MCR-167 dated November 25, 1966, and Unit B: Fire Alarm and Traffic Signal Maintenance Technician, excluding therefrom the Chief of the Fire Department.

#### **ARTICLE 2. NEGOTIATING COMMITTEE**

Three (3) members of the Union Negotiating Committee shall be granted reasonable leave from duty with no loss of pay or benefits for all reasonably necessary meetings between the City and Union for the purpose of negotiating the terms of the contract.

#### **ARTICLE 3. UNION SECURITY**

The City agrees not to discharge or discriminate in any way against any employee covered by this Agreement for Union membership or lawful Union activities.

An election of remedies between the Labor Relations Commission and Arbitration is required whenever an allegation arises which could be filed as a grievance under this contract. Only one forum or procedure may be used, at the election of the affected employee or Union. For example, an allegation of a violation of this contract may either be processed as a grievance or may be

submitted as a complaint to the Massachusetts Labor Relations Commission, but a grievance and a complaint cannot both be filed.

#### **ARTICLE 4. AGENCY SERVICE FEE AND PAYROLL DEDUCTIONS**

Bargaining unit employees who do not choose to become members of Local 1617 and to maintain their membership in Local 1617 in good standing status shall be required, as a condition of continued employment during the life of this Agreement, to pay to Local 1617 on or after the thirtieth day following the beginning of such employment or the effective date of this Agreement, whichever is later, an agency service fee in an amount equal to the amount required to become a member and remain a member in good standing of Local 1617, to pay the cost of collective bargaining and contract administration, subject to the regulations of the Labor Relations Commission pursuant to G.L. c. 150E, § 12. The timing of the periodic payment of the agency service fee shall reflect the deductions by the City of the above agency service fee shall be accomplished in the manner provided for dues deductions under Article 7, below.

The Union shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability which may arise by reason of any action taken pursuant to or as the result of the provisions of this Article.

#### **ARTICLE 5. UNION MEETINGS**

The City agrees to allow the Union to hold six (6) meetings per year with the outside companies in attendance at the central fire station upon reasonable notice to the Chief of the Department.

#### **ARTICLE 6. MANAGEMENT RESPONSIBILITY**

The listing of the following specific rights of management in this Article is not intended to be nor shall be considered restrictive of or as a waiver of any of the rights of the City not listed herein. Such managerial responsibilities shall remain exclusively with the City except as they may be shared with the Union by specific provisions of this Agreement and subject to applicable law.

Among such management responsibilities as are vested exclusively in the City are the following: the right to hire, promote, transfer and assign employees in positions with the Department and to

suspend, demote, discharge or take other disciplinary action against employees for just cause, to determine the method, means and personnel by which Department operations are to be conducted and to take whatever action may be necessary to carry out the work of the Department in situations of emergency.

The City shall have the freedom of action to discharge its responsibility for the successful operations of the Department, including the scheduling of operations, the methods, materials, and equipment, used in carrying out the functions of the Department and the extent to which its own or other facilities, equipment or personnel shall be used.

Nothing contained in this Agreement is to be construed as in any way granting or waiving rights or responsibilities of the City which may not be granted or waived by the City under the statutes of the Commonwealth of Massachusetts or any applicable City ordinance.

#### **ARTICLE 7. DUES COLLECTION**

The City agrees to deduct, in accordance with the terms of the form of authorization of check off of dues hereinafter set forth in Appendix A, Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who shall authorize it by the signing and furnishing to it of such check off of dues form, and remit the aggregate amount to the Treasurer of the union, together with a list of employees for whom said dues have been deducted. Such remittance shall be made on or about the 10th day of the month succeeding that in which the deductions were made. The Union will notify the City of the name and address of the Treasurer of the Union and such notification shall bear the signature of the President and Recording Secretary of the Union. In the event of any change of the Treasurer of the Union, the City shall be notified by the same method.

#### **ARTICLE 8. OVERTIME**

**Section 1.** It is recognized that the assignment of overtime work is the function of the City in keeping with its responsibility for meeting its obligations to the citizens of the community. Employees covered by this Agreement shall be required to perform overtime work except as hereinafter provided.

**Section 2.** Overtime work shall be distributed on an equitable basis to the extent practical. The City shall keep records of overtime worked. Such records shall be made available to the Union for examination during regular working hours. The records shall show the date of the call and the response from each person called as to whether it was refused or if no answer. The time which an employee refuses overtime work shall be considered in determining whether, as to the employee, there has been an equitable distribution of overtime. In the event all available qualified employees have refused overtime work, the Chief of the Department may order overtime duty among such qualified employees.

**Section 3.** Unit A: Wherever the word overtime is used in this Agreement, it shall mean all hours worked on a day off or on vacation or, in excess of ten (10) hours on any day tour or fourteen (14) hours on any night tour. Subject to applicable law, employees shall be paid overtime at the rate of one and one-half (1 1/2) times the employee's regular straight-time rate of pay computed on the basis of a forty-two (42) hour workweek. Unit B: Fire Alarm and Traffic Signal Maintenance Technician shall be paid overtime or shall accrue compensatory time at the rate of one and one-half (1-1/2) times his/her regular straight-time rate of pay for work in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week, whichever is greater, but without duplication. The Fire Alarm and Traffic Signal Maintenance Technician shall be paid at an hourly rate equal to two (2) times his or her hourly rate for any unscheduled overtime worked on a holiday, as defined herein. For purposes of this contract, unscheduled overtime is that time when an employee is called in to work without having been notified and scheduled to work prior to the holiday. No more than 12 hours of compensatory time may be accrued in one calendar year.

**Section 4.** Unit A: Subject to applicable law, employees called in off shift to work overtime for snow emergency or other emergency work shall be granted a minimum of four (4) hours pay at one and one-half (1 1/2) times their regular straight-time rate of pay computed on the basis of a forty-two (42) hour work week. However, if employees are required to work overtime for snow emergency or other emergency work over four (4) hours they shall receive (1) hour incremental pay at the rate of one and one-half (1 1/2) times the employees' regular straight-time rate of pay, computed on the basis of a forty-two (42) hour work week. Employees called in off shift for

disciplinary action or other work related matters shall be paid a minimum of one hour overtime or the employee may elect the "four hour option". Said member will be available at the discretion of the Chief and will be dismissed by the Chief.

**Section 5.** There shall be no pyramiding of overtime.

**Section 6.** If a member of the bargaining unit uses sick leave, he or she would not be entitled to work overtime until returning to work one regularly scheduled shift, except to avoid a holdover situation.

## **ARTICLE 9. GRIEVANCE PROCEDURE**

Any grievance which may arise between the parties hereto shall be presented in the following manner and order and within the time limits set forth herein. A grievance is defined as a claim concerning the meaning or application of any of the provisions of this Agreement, or any provision of the City ordinances concerning wages, hours and other conditions of employment which concern the employees.

**Step 1:** Grievances shall first be presented by the aggrieved employee and/or Union representative on the approved Grievance Form (see Appendix B) to the Chief of the Department within twenty-five (25) days of the date of the grievance or of the date the employee first acquired knowledge of its occurrence. The aggrieved employee may communicate with their union representative over the department communication system, telephone or other available means to advise the employee of the grievance. The officer in charge may, on request, permit the employee and/or Union representative to be excused for a reasonable period (as determined by the officer in charge) from their regular duty without loss of pay for the purpose of a meeting to discuss the grievance. The Chief will have ten (10) days to respond to the grievance.

**Step 2:** If the grievance has not been settled in Step 1, it shall be submitted to the Mayor, or the Mayor's designated representative, within five (5) days after the Chief of the Department's response is due. Such grievances shall be submitted in writing. The Mayor, or the Mayor's designated representative, shall meet with the Union within



ten (10) days from the time the grievance is presented to the Chief and the Mayor, or the Mayor's designated representative, shall answer the grievance in writing within ten (10) days after the meeting (or any series of meetings).

**Step 3:** If the grievance has not been settled in Step 2, the Union may, within thirty (30) days after the reply of the Mayor, or the Mayor's designated representative, is due, by written notice to the City, submit the grievance to arbitration.

The arbitrator shall be selected and the arbitration proceedings shall be conducted in accordance with the rules of the Massachusetts Board of Conciliation and Arbitration or the American Arbitration Association, whichever is selected by the Union. The arbitrator's authority shall be limited to matters involving the interpretation and application of the specific provisions of this Agreement. The arbitrator may not modify, amend, delete or add to the terms of this Agreement. Within the limits of the arbitrator's authority, the decision of the arbitrator, to the extent permitted by law, shall be final and binding. The expenses of such arbitration shall be shared equally by the City and the Union.

Without waiver of rights under Chapter 31 of the General Laws of the Commonwealth of Massachusetts, if a grievance involving disciplinary action is arbitrated and the arbitrator finds that the imposition of the discipline was not for just cause, the arbitrator shall have the power to order reinstatement and back pay, appropriate fringe benefits and other privileges which would have inured to the employee had the employee not been so disciplined for such period as the arbitrator may deem equitable from the time of the award back to the time of the disciplinary action. Any award which provides for a reinstatement with back pay shall provide that to be deducted there from shall be all earnings of the employee from gainful employment and all payments of unemployment compensation during the period of the disciplinary action. Earnings from a job in existence and worked regularly by the employee prior to the imposition of discipline shall not be deducted.

Failure of the Union to present a grievance within or advance it in accordance with any of the time limits set forth in the grievance procedure shall constitute a resolution of the grievance against the

party failing to so present or advance the grievance. The time limits set forth herein may be enlarged by the consent of the parties hereto.

No employee shall have the right to require arbitration, that right being reserved to the Union.

A grievance of an individual which is of a general or policy nature may, at the option of the Union, be filed in Step 2.

#### **ARTICLE 10. WAGES**

Any bargaining unit employee hired on or after October 1, 2011 shall be required to have his or her wages paid via direct deposit to a financial institution of their choosing. The rates of pay shall be as follows: effective 6/30/2014, Fiscal Year 2015 there shall be a 1% increase. Effective 6/29/2015, Fiscal Year 2016 there shall be a 1% increase. Effective 6/27/2016, Fiscal Year 2017 there shall be a 1% increase.

- (a) In addition to the cost-of-living adjustments (COLA) described above, the following increases shall be made to all steps at all ranks and titles in Unit A and Unit B, inclusive of all stipends and/or differentials that have been rolled into base wages, effective retroactively to the dates indicated:

6/29/2020	2 % across-the-board wage increase.
6/28/2021	2 % across-the-board wage increase.
6/27/2022	2 % across-the-board wage increase.

- (b) The following percentage differential between ranks shall be applicable:

1. Job Group 25 A-1 (Fire Captain) to Job Group 27 A-1 (Fire Lieutenant): 16%.
2. Job Group 27 A-1 (Fire Lieutenant) to Job Group 29 A-1 (Firefighter): 16%.

- (c) Job Groups 25 A-1, 27 A-1 and 29 A-1 shall provide additional compensation for continuous service with the City of Melrose Fire Department in accordance with Article 11, provided that for current employees (employees employed as of July 1, 1981) only, prior continuous service in other City departments shall be included in determining years of continuous service provided there was no gap between such service and service in the Fire Department.

- (d) Effective June 27, 2011, the base wage for the Fire Alarm and Traffic Signal Maintenance Technician shall be Fire Fighter Step 4. As part of his regular duties, the Fire Alarm and Traffic Signal Maintenance Technician shall assume responsibility for the maintenance of the Traffic Light System in Melrose and shall become a certified Traffic Signal Technician Level 1 no later than one year after implementation. Should the in-house Traffic Light Program be successful and the certification is achieved after one year of implementation, the Fire Alarm and Traffic Signal Maintenance Technician shall advance to Step 3 of the Lieutenant Salary Schedule. The Fire Alarm and Traffic Signal Maintenance Technician shall also receive the same cost of living increases as other unit members.
- (e) Effective July 1, 2021, bargaining unit employees shall be entitled to mid-career step increases as follows:
- 10 years - 2%
  - 15 years – 2%
  - 20 years – 2%
- Such mid-career step increases shall be calculated based on employee's years of service in the Department.

#### **ARTICLE 11. LONGEVITY**

Additional compensation for continuous service shall be paid to employees on their anniversary date in accordance with the following schedule:

<u>Years of continuous service</u>	<u>Paid in weekly installments</u>
Ten (10) years, but less than fifteen (15) years	\$ 550.00
Fifteen (15) years, but less than twenty (20) years	\$ 750.00
Twenty (20) years, but less than twenty-five (25) years	\$1,330.00
Twenty-five (25) years but less than twenty nine (29) years	\$1,750.00
Twenty nine and years or more	\$2,500.00

- (a) Any payments made in connection with Article 11 shall be rolled into the base wage of members of the Union.

(b). An employee with a break in service who returns to employment with the City of Melrose, and is re-employed for at least two years, shall receive the Longevity Benefit based on their Civil Service Date of Appointment. An employee who transfers from another Civil Service department to the City of Melrose and is employed for at least two years shall receive the Longevity Benefit based on their Civil Service date of appointment.

#### **ARTICLE 12. NIGHT SHIFT DIFFERENTIAL AND NARCAN STIPEND**

(a) Unit A: Employees who regularly work night shifts shall be paid weekly for such shift work a night shift premium at an annual rate as follows: effective June 29, 2015 - \$2,855. Night shift premium shall be included in base pay for the purpose of the computation of overtime and court time or any other benefit provided in this Agreement or the City Ordinances. Such premium shall also be included in any sick leave to which the employee is entitled, or service connected injury leave pay to which the employee is entitled under Chapter 41, Section 111F (not to exceed six months) or vacation pay and shall be considered as compensation for retirement purposes.

Unit B: the Fire Alarm and Traffic Signal Maintenance Technician is not eligible for Night Shift Differential. Any payments made in connection with Article 12 shall be rolled into the base wage of members of Unit A.

(b) Effective retroactively to January 1, 2016, all employees in Unit A and Unit B shall receive a \$250 annual Narcan stipend paid on a weekly basis. Any payments made in connection with Article 12 section (b) shall be rolled into the base wage for all employees.

#### **ARTICLE 13. UNION LEAVE**

Three employees each (from separate shifts) shall be allowed time off without loss of pay to attend as official delegates the Annual Convention of the Massachusetts State Labor Counsel, AFL-CIO, Associated Firefighters of Massachusetts, AFL-CIO and three (3) employees each (from separate shifts) shall be allowed time off to attend as official delegates the Annual Convention of the International Association of Firefighters, AFL-CIO. The above is subject to reasonable notification to the Chief of the Department. Such time off shall not exceed four (4) days a year for the State Convention and four (4) days a year for the International Convention. Six (6) man days of leave without loss of pay, subject to reasonable notification to the Chief of the Department, shall

be available each contract year to the Executive Board of the Union for the purpose of attendance at Executive Board meetings of the I.A.F.F. No more than two (2) members of the Board from the same group shall attend said meetings at one time.

#### **ARTICLE 14. FUNERAL LEAVE**

Each employee in the bargaining unit shall, in the event of death in the employee's immediate family, be granted leave without loss of pay. If the death occurs during the scheduled tour of duty the member will be granted leave for the remaining portions of his/her tour without loss of pay. If the death occurs during scheduled days off and the funeral falls on the members first scheduled day he/she shall be granted the scheduled shifts for that day off without loss of pay provided that the unit member must attend the funeral. The employee shall not be required to return to work until the day after the funeral.

For the purpose of this article, the term "immediate family" shall mean and include the following: mother, father, mother-in-law, father-in-law, sister, brother, spouse, child, brother-in-law, sister in-law, grandparent, or relative residing within employee's household.

#### **ARTICLE 15. HEALTH AND LIFE INSURANCE**

The City shall deduct weekly the employee's share of their group health insurance and basic life insurance. The employee's share or payment for said coverage herein set forth shall be on the basis of 40% by the employee and 60% by the City for indemnity insurance and 16% and 84% respectively for HMO coverage. Basic life insurance premiums will be shared on a 75% employer, 25% employee basis between the City and each employee. Any future additional premium cost during the term of this Agreement for health insurance and life insurance coverage shall be shared between the employee and the City on the same basis.

#### **ARTICLE 16. CIVIL SERVICE RIGHTS**

The employees covered by this Agreement shall retain their civil service rights now in effect and regulated by Chapter 31 of the General Laws of the Commonwealth of Massachusetts.

#### **ARTICLE 17. LEGISLATION**

Should any of the terms and conditions of this Agreement be superseded or nullified or otherwise affected by any legislation, federal or state, City Ordinance, or civil service regulation, or should any provision of this Agreement be found to be in violation of any federal or state law, City Ordinance, or civil service regulation by a court of competent jurisdiction, such other provisions of this Agreement as may not be affected therein shall remain in full force and effect for the duration of this Agreement.

#### **ARTICLE 18. NO STRIKES, ET CETERA**

It shall be unlawful for any employee to engage in, induce, or encourage any strike, work stoppage, slowdown, or withholding of services by such employees.

#### **ARTICLE 19. PROMOTION**

When an employee is promoted to a higher rated job, the employee shall enter it at the minimum of the job rate range or at the employee's own rate, whichever is the higher.

#### **ARTICLE 20. LIVING OUTSIDE THE CITY/RESIDENCY**

The Parties agree to extend the residency perimeter for Civil Service employees to the greatest extent permissible under G.L. c. 31, § 58.

#### **ARTICLE 21. OUTSIDE PAINTING**

Employees covered by this Agreement shall not be required to paint the exterior of the fire house.

#### **ARTICLE 22. VACATIONS**

##### **Section 1**

(a) Except in cases of emergency 12 employees covered by this Agreement who are entitled to at least two (2) weeks' vacation shall be granted at least two (2) weeks' vacation during the period April 1st - October 30th.

(b) In the event of serious injury or serious sickness of any employee prior to the employee's scheduled vacation which it is contemplated will continue for all or the greater part of the

employee's vacation, the employee may, upon written notice to the Chief within a reasonable period of time prior to the employee's scheduled vacation (except in cases of emergency) request that the employee's vacation be rescheduled by the Chief at another time. The Chief in such case shall then reschedule the employee's vacation at a time chosen by the Chief. It is understood and agreed that this paragraph is not intended to allow an employee the right to request a rescheduling of the employee's vacation when the employee gets sick or injured during the employee's vacation, whether serious or otherwise, or where the employee develops a routine sickness or injury just prior to vacation. The Chief may require a medical certificate signed by a regularly licensed and practicing physician concerning and supporting the employee's claim of serious injury or serious sickness as provided herein.

## **Section 2**

Effective January 1, 2018 Employees shall be entitled to the following vacation:

- a. One to four years: 2 weeks;
- b. Five to nine years: 3 weeks;
- c. Ten to fifteen years: 4 weeks;
- d. Fifteen years or more: 5 weeks.

Employees who transfer from a civil service community shall begin in the Melrose Fire Department with two weeks' vacation. Upon completion of three years of service in Melrose, employees shall revert to their original civil service date of appointment for purposes of vacation accruals. Employees may use the additional days/weeks beginning the January of their third year of employment in the Melrose Fire Department

Employees who transfer from non-civil service Massachusetts fire departments who were full-time benefit eligible employees will begin in the Melrose Fire Department with two weeks' vacation. Upon completion of three years of service in Melrose, employees shall revert to their original date of appointment from their respective Massachusetts fire department for purposes of vacation accruals. Employees may use the additional days/weeks beginning the January of their third year of employment in the Melrose Fire Department.

- Members may take up to three (3) weeks' vacation in separate days. A twenty-four hour shift shall be two vacation days.
- Members may elect to take one 24 hour shift in 4 hour increments up to the full twenty four hours.
- Only one (1) captain per group may be on vacation at one time.
- Vacation schedules shall be determined and posted by April 1.
- The current 3 fire fighter per group "prime-time" vacation schedule shall be as follows:

Each group shall be assigned seven primetime "3 per group" weeks of vacation. Said weeks shall be selected at the group level (floating weeks). Dates that may not be used are November 15<sup>th</sup> – November 30<sup>th</sup> and December 15<sup>th</sup> – December 31<sup>st</sup>. During those weeks only two members per group can go on vacation. The seven Floating weeks of "primetime" vacation (3 per group) must be posted by April 1<sup>st</sup>.

## **ARTICLE 23. ACCUMULATED SICK LEAVE**

### **Section 1:**

(a) Effective 2002, each employee, upon date of hire, shall be entitled to fifteen (15) days of sick leave per year with pay. Effective January 1, 1997 and on January 1st of each calendar year thereafter, each employee who has qualified or qualifies for the Sick Bank established under Section 2 shall give two (2) sick leave days to the Sick Leave Bank (leaving him/her with thirteen (13) sick leave days to use in calendar year 1997 or in any calendar year thereafter, or accumulate for use in any subsequent year). Days of sick leave which are unused in any particular year may be accumulated for use in any subsequent year up to a maximum accumulation of 200 days.

Upon reaching the applicable maximum accumulation, an employee who uses any sick leave shall have such days of sick leave subtracted from the applicable maximum accumulation. In no event will an employee be allowed to accumulate more than the applicable maximum accumulation.

(b) Whenever the employment of any employee covered by this Agreement is terminated by retirement in accordance with M.G.L., C. 32, or by death, after twenty or more years of continuous



service with the Fire Department, such employee shall receive 25% of said employee's unused accumulated sick leave days, up to a maximum of \$6,000. For purposes of this section, a "day" shall mean 1/5 of the employee's regular weekly rate of pay at the time of said retirement or death.

(c) The Chief may require that a physician's note be submitted under the following circumstances: sick days taken just before or after a scheduled vacation; sick days taken on weekends; sick days taken after the Fire Fighter has received a written warning from the Chief regarding sick leave abuse and sick leave taken after the third consecutive shift on sick leave.

(d) Any member of the bargaining unit who leaves his or her regularly assigned shift early for personal illness or family related illness or emergency shall be charged a sick day from the member's sick leave accruals.

## **Section 2. Sick Leave Bank:**

(a) Effective January 1, 1996, a Sick Leave Bank is hereby established for all qualified employees whose accumulated sick leave has been exhausted due to a prolonged illness or injury.

(b) Each employee who qualifies shall fund the Bank with two (2) sick leave days on January 1st of each calendar year. The Bank will be allowed to carry over, from year to year, unused sick days. Said days may be utilized by qualified employees.

(c) Employees shall not qualify to contribute or to be considered for the sick leave bank unless they have accumulated a minimum of twenty (20) days of sick leave.

(d) The sick leave bank shall be administered by a sick leave committee consisting of five (5) members. Two (2) members shall be designated by the Mayor and three (3) members shall be designated by the Union. The sick leave bank committee shall determine the eligibility for use of the bank and the amount of leave to be granted, if any. All decisions shall be by majority vote. The following criteria shall be used by the sick leave committee in administering the bank and in determining eligibility and amounts of leave:

1. Adequate medical evidence of serious illness,
2. Prior utilization of all eligible sick leave,
3. Propriety in use of sick leave, (Persons who have a history of using more than half of their sick leave on average may be denied use of the bank by the Committee),

4. Length of service.

(e) The decision of the sick leave bank committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.

(f) No days may be withdrawn from the sick leave bank for use for any other illness other than a prolonged illness. Days may not be withdrawn to permit the individual to stay at home to care for other members of the family.

(g) The initial grant by the Sick Leave Bank Committee shall not exceed fifteen (15) days per employee for each request.

(h) Application for benefits shall be made in writing on the Sick Leave Bank Request Form (Appendix A) to the Sick Leave Bank Committee accompanied by a doctor's certificate as to the need for and anticipated extent of recovery time.

(i) Effective January 1, 2008 Members of the Union shall be reimbursed for unused sick leave in accordance with the following schedule:

- a. Any employee who has not used any sick time during the months of January, February or March will receive \$300 dollars on or before April 30<sup>th</sup>.
- b. Any employee who has not used any sick time during the months of April, May or June will receive \$300 dollars on or before July 30<sup>th</sup>.
- c. Any employee who has not used any sick time during the months of July, August or September will receive \$300 dollars on or before October 31<sup>st</sup>.
- d. Any employee who has not used sick time during the months of October, November or December will receive \$300 dollars on or before January 30<sup>th</sup>.

(j) Any member having contributed to the sick leave bank for 10 consecutive years shall be entitled to 15 sick leave days, without being required to give 2 sick leave days to the sick leave bank. Notwithstanding this provision, in the event the sick leave bank is utilized to the point where it falls below 1,000 total sick leave days available, all members shall be required to give 2 sick leave days back to the sick leave bank, thus resulting in said members reverting back to only accruing 13 sick leave days until the total sick leave days available again reaches 1,000.

#### **ARTICLE 24. FAMILY ILLNESS**

An employee covered by this Agreement may use the yearly sick leave to which the employee is entitled when the employee's presence is needed at home on account of serious illness of members

of the employee's family living in the employee's household, subject to the following terms and conditions:

1. Not more than five (5) days of the employee's yearly sick leave total of fifteen (15) days may be so used.
2. Not more than three (3) days may be so used per occurrence.
3. A certificate of disability concerning the ill member of the employee's family signed by a regularly licensed and practicing physician may be required by the Chief of the Department.
4. The use of sick leave as herein provided may not be accumulated from year to year.

## **ARTICLE 25. EFFECT OF AGREEMENT**

**Section 1.** This instrument constitutes the entire Agreement of the City and the Union arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the parties.

**Section 2.** The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

**Section 3.** The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent with respect to future enforcement of all the terms and conditions of this Agreement.

**Section 4.** No provision of this Agreement shall be retroactive prior to the effective date of this Agreement unless otherwise specifically stated herein.

**Section 5.** Where this Agreement requires the appropriation of funds on the part of the City to effect the carrying out of any provisions hereof, to that extent this Agreement is subject to such action as may be taken by the Melrose Board of Aldermen pertaining to the required appropriation or appropriations.

#### **ARTICLE 26. CITY ORDINANCES**

This Agreement is subject to any modification of city ordinances as may be necessary to implement the agreed-upon provisions and the Mayor agrees to submit to the Board of Aldermen such modifications. In addition, as to any matters concerning the employees which are not covered herein but which are covered by the Melrose City Ordinances, such as but not limited to vacations, holidays, sick leave, etc. , the provisions of the City Ordinances shall govern.

#### **ARTICLE 27. INJURY LEAVE LIMITED DUTY**

Unit A: The term "duty" shall include limited duty tasks described and defined in this Article.

Injured leave shall be provided in accordance with the following provisions:

**Section 1. Incapacitation.** An employee incapacitated for duty because of sickness, injury or disability sustained in the performance of their duty without fault on their part, or an employee assigned to special duty, whether or not they are paid for such special duty by the City, is so incapacitated because of sickness, injury or disability so sustained, shall be granted injured leave without loss of pay or other compensation for the period of such incapacity, and this pursuant to G.L. ch. 41, Section 111F, as modified hereunder and subject to the provisions of this Article.

**Section 2. Examination/Treatment.** An Employee so absent from duty shall be entitled to examination and treatment by a physician of their own choice, and may be examined from time to time by a City physician, at City expense, upon direction of the Chief.

The employee's physician shall be afforded full opportunity to consult with the City's physician as to the employee's fitness to resume fire fighter duty. If the employee's physician and the City

physician disagree as to such "fitness", they shall thereupon jointly designate a physician agreeable to both who, at the City's expense, shall examine the employee and render a written medical opinion as to the employee's fitness, copies of which shall be transmitted by the employee to both the City physician and the employee's own physician. In the event of their inability to agree upon a third physician, a physician shall be jointly selected by them from a list or panel of physicians established or suggested by the Commissioner of Public Health of the Commonwealth of Massachusetts in cooperation with the parties hereto, upon which event such physician, at the City's expense, shall so examine the employee and render his/her opinion as aforesaid.

Pending receipt of such opinion, the City shall not require the employee to return to duty and shall continue to fully compensate him/her on paid injured leave for lost time due to any such absence. It is understood that "sickness" as used herein means sickness incurred in the line of duty resulting in paid injured leave.

If the third physician determines that the employee is not fit to return to duty, the employee shall be continued on paid injured leave.

If the third physician determines that the employee is fit to return to full duty or fit to return to limited duty, the employee shall no longer be continued on paid injured leave.

The opinion of the third physician shall be final and binding on the parties. His/her determination shall not be subject to the grievance/arbitration provisions of this Agreement.

No injured leave benefits shall be granted for any period after an employee has retired, or been pensioned in accordance with law or for any period after a physician, jointly designated as above set forth, determines that his/her incapacity (as set forth in section 1) no longer exists for full duty.

**Section 3. Limited Duty.** An employee shall be fit to return to duty if capable of performing limited fire fighter duties on either a full time or less than full time basis.

Limited duty tasks are solely the following:

- a. General clerical work;

- b. Schooling (non-physical);
- c. Such other tasks as may be agreed on by the Chief and the Union.

The foregoing limited duties shall be station in-house duties unless otherwise agreed by the Chief and the Union.

The Chief will make every reasonable effort where possible to make assignments of limited duty to the same shift as the employee was then assigned. Such assignments may require four (4) ten hour days, Monday -Friday, negotiated between the Union, Chief and the injured employee.

Assignments to limited duty tasks may be changed or terminated at the "discretion of the Chief, subject only to the provisions contained in this Article. No disciplinary action will be taken against an employee assigned to perform limited duty tasks who fails to respond to incidents which could result in re-injury or exacerbation of injury.

It is understood that assignment to limited duty tasks pursuant to the provisions of this Section are temporary in nature and shall not extend beyond the period of incapacity for full duty. Limited duty assignments will not be made to avoid seniority choices of employees in accordance with the provisions of this Agreement.

**Section 4. Indemnification.** An employee assigned to limited duty under the provisions of this Article shall be entitled to indemnification as set forth in M.G.L. ch. 41, Sec. 100. The provisions of this Article shall not constitute a waiver of said rights.

**Section 5. Re-examination.** In the event an employee is unable to perform limited duty tasks and his/her physician so states, the third physician process above provided shall be resorted to in the event that the City physician disagrees, provided, however, resort to the third physician process in such event shall not occur sooner than sixty (60) work days after limited duty tasks first commence; provided, further, pending the conclusion of such process, the employee may be returned to paid injured leave status under Section 1. However, pending the conclusion of such process, the Chief may assign the employee to another one of the task(s) set forth in Section 3 above, or may return the employee to paid injured leave status.

**Section 6. Voluntary Duty.** Nothing in this Article shall preclude an employee returning to limited duty on the advice of the employee's own doctor, subject, however, to the opinion of the City physician if so requested by the City in such case.

**Section 7. Uniform.** An employee returning to limited duty shall wear his/her uniform or plain clothes as determined by the Chief, provided, however, a determination by the Chief that an employee shall wear his/her uniform shall take into account the safety of the employee and the possibility of reinjury or exacerbation of injury. No employee, however, shall be required to wear his/her uniform to and from work.

**Section 8. Full Duty Employees.** Limited duty assignments shall not be made or used to replace any full duty regularly assigned position without the consent of the Union.

**Section 9. Expedite Medical Information.** In order to expedite receipt of pertinent medical information (and therefore payment of medical expenses, etc.), employees who are treated at a hospital, or by a physician of their choice, shall sign a form releasing to the Department any and all medical and hospital records and documents pertaining solely to the nature, extent and cause of the particular sickness, injury or disability incurred in the performance of duty, or reoccurrence thereof, involved.

**Section 10. Paid Details.** No employee on limited duty or light duty will be allowed to work any paid details, and will not be allowed to work any overtime.

**Section 11. Sick or Injured Off Duty - Limited/Light Duty.** Any employee who is out sick for a long period of time and is using his/her own sick leave will also have the option of returning to work under light or limited duty as is specified to in the above-mentioned policies and procedures.

**Unit B:** The Fire Alarm and Traffic Signal Maintenance Technician shall be eligible for Worker's Compensation in the event of an on the job injury. He or she shall not be eligible for injured on duty benefits under G.L. ch. 41, Section 111F.

## ARTICLE 28. CRAFT WORK

Employees covered by this Agreement shall not be required to do plumbing, plastering, carpentry, masonry, tiling or electrical work, in or about the station, except for normal maintenance type work and/or repairs (the type of repairs and/or maintenance which is normally done before one would call a plumber, plasterer, carpenters, etc.). In addition, employees covered by this Agreement shall not be required to do interior painting if scaffolding is required to do the painting. The City shall assume responsibility for all mowing and landscape maintenance responsibilities at each of the City's three fire stations.

## ARTICLE 29. EDUCATION INCENTIVE PAY

Effective July 1, 2017, the following degrees will qualify for education incentive pay: Fire Science, Fire Administration, Public Administration, Business Administration, Management, Engineering (civil, chemical, structural, electrical, building construction or fire prevention) Chemical, Physical or Biological Sciences and Computer Science. The City shall pay weekly to each member of bargaining Unit A for course credits earned in a program at an accredited institution so long as the member obtains 3 credit hours every two years as follows:

<u>25 credits,</u>	\$ 250.00
--------------------	-----------

<u>45 credits,</u>	\$ 500.00
--------------------	-----------

If after two years no additional credits are obtained the partial Educational Benefit above ceases.

<u>Associate Degree:</u>	7/1/17	\$1,750.00
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<u>Bachelor Degree:</u>	7/1/17	\$2,500.00
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<u>Master's Degree:</u>	7/1/17	\$3,750.00
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The payment shall be made upon receipt of necessary credits and proof of their granting by an accredited institution.

### Unit B: Required Licenses

The City will reimburse Unit B employees for all costs associated with obtaining required licenses (Master Electrician, Level 1 Traffic Signal, and Municipal Fire Alarm Certifications) including course attendance, registration, cost of exam, recertification and time required to take the exam (once). In addition, the City will



compensate those employees who have maintained the Required Licenses in good standing for the prior year with a \$1,000 stipend to be paid in the last payroll of each fiscal year. Employees must maintain the license in good standing for 12 full months before receiving the stipend.

Any payments made in connection with Article 29 shall be rolled into the base wage of members of Unit A.

#### **ARTICLE 29.5. DEFIBRILLATORS AND TRAINING**

Any bargaining Unit A employee currently receiving a Defibrillator stipend in the amount of \$250.00 who is not currently certified as an EMT, shall, as of June 30, 2014, receive a defibrillator stipend in the amount of \$500.00 and shall continue to receive said defibrillator and training stipend on a weekly basis for the duration of their employment with the Melrose Fire Department. Unit A employees currently certified as an EMT will no longer receive this stipend as it is rolled into their EMT stipend. The City shall make arrangements for defibrillator training, which shall be conducted in-house and during working hours. Unit B: the Fire Alarm and Traffic Signal Maintenance Technician shall also receive a full \$500 defibrillator stipend annually, retroactively to June 30, 2014. Any payments made in connection with Article 29.5 shall be rolled into the base wage of members of Unit A.

#### **ARTICLE 30. EMERGENCY MEDICAL TRAINING PREMIUM**

(a) The City shall pay each bargaining unit employee holding an EMT-B or -A and an EMT-P certification as defined below. These payments shall be rolled into the base wage of members of Unit A and shall be made in equal weekly installments.

Certification	FY 2015	FY 2016	FY 2017
EMT-B or EMT-A	\$3,300	\$3,800	\$3,800
EMT-P	\$5,800	\$6,800	\$6,800

EMT training will be given in-house while members are on-duty. Said stipend payments are inclusive of: (i) the defibrillator stipend contained in Article 29.5 being rolled into the EMT

stipend effective January 1, 2012; and (ii) those amounts agreed to in a separate agreement governing the implementation and operation of BLS ambulance service in the Fire Department. The Fire Alarm and Traffic Signal Maintenance Technician is not eligible for Emergency Medical Training Premium. Any payments made in connection with Article 30 shall be rolled into the base wage of members of Unit A.

(b) Any employee who intends to become EMT certified during a particular calendar year shall notify the Chief on or before February 15, to allow for budgeting of the premium. Effective January 1, 2008 EMT certification is a requirement for new hires for continued employment. Fire Fighters on Probation must receive their certification no later than their one year anniversary. The City will provide EMT training for new hires.

(c) If a Fire Fighter on probation is making a demonstrated effort to become certified, and requires additional time to complete the certification for reasons beyond the Fire Fighter's control, the Chief may, on a case by case basis, extend the deadline beyond the one year anniversary but no later than the 18 month anniversary. The Fire Fighter must make their request in writing to the Chief explaining their reasons for the extension request.

#### **ARTICLE 31. HOLIDAYS**

Unit A: The following days shall be considered holidays with pay during the term of this Contract:

- |                                 |                      |
|---------------------------------|----------------------|
| 1. New Years Day                | 7. Independence Day  |
| 2. Martin Luther King, Jr.      | 8. Labor Day         |
| 3. Washington's Birthday        | 9. Columbus Day      |
| 4. Patriots Day                 | 10. Veterans Day     |
| 5. Memorial Day                 | 11. Thanksgiving Day |
| 6. Firefighters Memorial Sunday | 12. Christmas Day    |

Each day of holiday pay to which an employee is entitled shall be calculated on the basis of one-fourth of a week's pay.

Unit B: the Fire Alarm and Traffic Signal Maintenance Technician is eligible for all holidays except Fire Fighter Sunday and shall be paid one (1) day's pay at his/her regular straight time hourly rate for each designated holiday, such payment to be based on the number of hours regularly worked by him/her on that day on which the holiday occurs; provided, that such employee shall have worked or have satisfactorily presented himself/herself for work, on the scheduled hours on the regularly scheduled workday next preceding, and shall have worked the scheduled hours, or have satisfactorily presented himself/herself for work, on the regularly scheduled workday next following the holiday, or the day following a holiday.

#### **ARTICLE 32. UNIFORM ALLOWANCE**

Bargaining unit members shall receive a \$750.00 clothing allowance effective July 1, 2011; and a \$250.00 uniform cleaning allowance effective July 1, 2011. If a member's start date is July 1<sup>st</sup> through December 31<sup>st</sup>, they will be entitled to the full amount of \$1,000. If a member's start date is from January 1<sup>st</sup> through June 30<sup>th</sup>, they will be entitled to two sets of climate specific clothing; 2 pants, 2 T-shirts, 2 golf shirts for spring and summer or 2 pants 2 T-shirts and 2 sweatshirts for Winter, approved by the Chief, the cost not to exceed \$300.00

The aforementioned allowances shall be made through the payroll system to each firefighter on or before August 15 of each year. Anything contained herein to the contrary notwithstanding, the Chief may, at any time, terminate the aforementioned cash payment form of uniform and clothing allowance, for any and all employees, and return, for the succeeding fiscal years, to a voucher system previously in effect or such uniform purchase system as the Chief determines in the best interest of the Department. The Chief, prior to any such termination, shall so advise the Association. The termination of the cash form of uniform allowance as to any or all employees, as aforementioned, shall not be subject to the grievance procedure contained in the CBA. In the event the City changes the uniform standard for firefighters, the City shall provide the first two uniforms.

#### **ARTICLE 33. MUTUAL CONCERNS COMMITTEE**

The parties shall establish a Mutual Concerns Committee which shall consist of four (4) members as follows: two (2) members designated by the Union and two (2) members designated by the City.

The Committee shall meet at least quarterly to discuss matters of mutual interest and concern, including safety and equipment.

It is agreed that the provisions of this Article are consultative only and will in no way be construed as broadening the scope or application of the Agreement as a whole, nor will these provisions make any matter a grievance which would not be a grievance in the absence of these provisions, nor make any matter a mandatory subject of bargaining in the absence of the provisions of this section. It is further agreed that the provisions of this Article will in no way be construed as permitting the committee to deal with grievances filed under this Agreement.

#### **ARTICLE 34. WORK SCHEDULE**

Effective May 1, 1999, the normal work schedule is one (1) twenty-four hour shift, followed by one (1) day off, then one (1) twenty-four hour shift followed by five (5) days off.

The City reserves and maintains the right to change said schedule provided that prior to implementing any change it will give the Union at least thirty (30) days advance notice and during said period, upon request of the Union in writing, negotiate on said issue. The 30 day notice before implementation provision shall not be applicable to changes made to meet imperative department needs nor to situations where in the past the 1/1/5 schedule was inapplicable.

All bargaining unit members with an administrative schedule (i.e., Fire Prevention) shall have the option of working four 10-hour days (Monday-Thursday or Tuesday - Friday) or five 8-hour days (Monday – Friday); shall be on a City Hall schedule with regard to holidays and thus receive holiday pay for all holidays listed in the parties' collective bargaining agreement without being required to use accrued leave to have a holiday off; and shall be able to use vacation time on a day-a-time basis.

#### **ARTICLE 35. VACANCIES**

(a) In the event a vacancy occurs through retirement, disability, transfer or promotion, and the City determines to fill said vacancy, the senior qualified firefighter or fire officer, within the

same rank, will have first refusal of such assignment. Seniority as used herein shall mean length of time within the rank involved.

(b) Firefighters hired after January 1, 2008 are not permitted to bid line fire fighting positions until successful completion of the Massachusetts Fire Academy, receipt of Fire Fighter 1 and 2 Certification, and certification as a Massachusetts Registered Emergency Medical Technician.

(c) If a Fire Fighter on probation is making a demonstrated effort to become certified, and requires additional time to complete the certification due to reasons beyond the Fire Fighter's control, the Chief may, on a case by case basis, extend the deadline beyond the one year anniversary but no later than the 18 month anniversary. The Fire Fighter must make their request in writing to the Chief explaining their reasons for the extension request.

(d) If a Fire Fighter is unfit for duty due to illness or injury and applies for disability retirement through the Melrose Retirement Board, the Chief may vacate the employee's bid position and repost it. The employee who has applied for disability retirement is ineligible to bid on any positions.

(e) Effective September 1997, the following rules and regulations apply:

1. Bids will be posted at all stations as soon as a position is permanently vacated within a reasonable time by the same method as in the past.
2. Bids will be posted with no less than 16 days to the closing date.
3. Bids will be submitted to the Transfer Officer in sealed envelopes.
4. Bids will be awarded by seniority.
5. Transfer shall occur with two (2) weeks notice.
6. Immediate transfers can be granted if a written request is made by the member and the Union is informed of the reason for the expedient implementation.

#### **ARTICLE 36. PROBATIONARY PERIOD - ELECTION OF REMEDIES**

The city agrees that it will not demote, suspend, discharge or take other disciplinary action against a tenured employee without just cause. A tenured employee who alleges such action must choose, however, his/her civil service remedy or remedy under Article 9 (Grievance/Arbitration) (one or the other) but may not avail himself/herself of both. The tenured employee's election must be

made within ten (10) days after receipt of notice of disciplinary hearing (suspension for more than five (5) days or discharge), or notice of suspension (suspension for five (5) days or less) as the case may be.

In the event the tenured employee elects to proceed under Article 9 (Grievance/Arbitration), the following rules shall be applicable.

1. The "election" shall be deemed the filing of a step two grievance. The Mayor shall meet with the Grievant within ten (10) days of receipt of the grievance to hear the grievance and shall respond in writing within ten (10) days thereafter.

2. In the event the Mayor upholds the Chief's suspension or suspends for more than five (5) days or dismisses for disciplinary reasons the tenured employee, as the case may be, the parties, if the tenured employee wishes to proceed to arbitration shall attempt to agree upon the selection of an arbitrator. Such arbitrator must be able to hold a hearing within twenty (20) days of the arbitrator's selection and render a decision within twenty (20) days of the hearing. If the parties cannot agree upon an arbitrator, the arbitrator shall be selected under the Voluntary Labor Arbitration Rules of the American Arbitration Association or Massachusetts Board of Conciliation and Arbitration. Such arbitrator must also be able to hold a hearing and render a decision within the time constraints set forth immediately above.

In the event the Union joins in the tenured employee's election to proceed under this Article, then the costs of the arbitration proceeding shall be shared equally between the City and the Union with each party bearing the expenses of preparing and presenting its own case. But if the Union does not join in the tenured employee's election to proceed under this Article, then the costs of the arbitration proceeding shall be shared equally between the City and the tenured employee with such parties bearing the expense of preparing and presenting its own case. The fact that the Union does not join in the tenured employee's election to proceed under this Article shall not bar the tenured employee from proceeding to arbitration, anything contained in this Agreement to the contrary notwithstanding. The Union shall not have the right to proceed to arbitration alone.

- Tenured employee as used herein shall have the same meaning as in M.G.L. Chapter 31.
- Disciplinary action taken against a non-tenured employee shall not be subject to challenge.

## **ARTICLE 37. DRUG TESTING**

### **A. Standard for Ordering Drug Testing.**

Subject to the provisions of this article, an employee shall be subject to urinalysis drug testing (which shall be drug specific) if reasonable suspicion of non-prescriptive drug use exists, as determined by the Chief of the Fire Department. Determination of "reasonable suspicion" by the Chief of the Fire Department shall comport with constitutional/legal guidelines. The employee shall be advised by the Chief in writing, (and in a manner which protects the privacy of the fire fighter), of the facts and circumstances constituting his determination of "reasonable suspicion," and such notice shall inform the employee of his rights and obligations under this article.

If the individual or the Union challenges the reasonable suspicion upon which the Chief relies, the individual must still provide the test sample according to the procedures and safeguards set forth below, however, the physician office/laboratory obtaining said sample shall not test such sample as described herein unless and until permitted to do so pursuant to the arbitration provisions described herein.

Immediately upon the individual or the Union contesting the Chief's order for urinalysis, the City and the Union jointly agree to submit the question of whether or not the Chief had reasonable suspicion to order drug testing to a permanent arbitrator selected by the parties to decide this issue. The parties agree that absent mutual agreement to choose different arbitrators, Arbitrator James Litton shall be the primary individual who shall make such determination, and if he is unable to render a decision promptly, an alternative arbitrator, Diane Zarr Cochran, shall be the alternate. The hearing (which can be by phone conference or other expedited method chosen by the arbitrator) and the decision shall be rendered on an expedited basis within seven days, or such other time as the parties agree. Such decision shall be final and binding on the parties.

### **B. Procedures and Safeguards for Drug Tests.**

The drug testing provided for in this article shall be subject to the following procedures:

1. The drug testing shall only take place at a laboratory, physician's office, or collection facility, appropriately certified to provide urinalysis collecting, and said facility shall have in place written

procedures ensuring the reliability of the samples taken, the prevention of tampering with said samples, and adequate protection of privacy which shall include the individual's right to provide the sample in a private but secure environment.

2. The drug testing screen shall be limited to those drugs made unlawful by M.G.L. c.94C.

3. In all cases of drug testing, the testing facility shall split the sample taken into two, with one such sample being properly preserved, should a question as to the reliability of said drug test occur. In the event of a positive test, as set forth herein, the individual and/or the Union may have the preserved sample tested by an independent laboratory of their choice.

4. All urinalysis testing shall be performed at a laboratory that has been certified by either a state or federal agency to provide such urinalysis testing. In the event the initial urinalysis test is positive, a second method of testing shall be immediately administered. This second test shall employ a methodology different from the first and the second test shall be equal to the reliability of (GC-MS) Gas Chromatography - Mass Spectrophotometry or greater.

5. In the event that both urine samples are positive, and if independent testing of the same sample, if employed by the employee or the Union, is not negative, then the employee will be (in the first instance) relieved of duty with vacation, sick pay, and/or other compensable leave, to the extent available, or on leave without pay if not, pending completion of an employer and Union approved drug rehabilitation program (which may be inpatient or outpatient, including but not limited to counseling).

#### C. Status of the Employee After Positive Drug Test.

In the event of a confirmed positive drug test as set forth above, the employee may, at the discretion of the City, be suspended for 30 days (but no greater), which suspension shall be stayed pending his successful completion of the drug rehabilitation program described above, and such suspension shall be expunged from his record and from the City/Department files upon his successful completion of said program.



After successful completion of said program, the employee shall return to duty and shall be subject to follow up random drug testing for a period of two years. If the employee is again found to have used any drugs listed in Chapter 94C (assuming no lawful prescription for same), the employee shall be subject to immediate disciplinary proceedings, up to and including discharge, and shall be availed of all of his rights under Chapter 31 and the collective bargaining agreement. If the employee is found to test positive for a prescription drug for which he has a lawful prescription, said employee shall not be subject to discipline under this article.

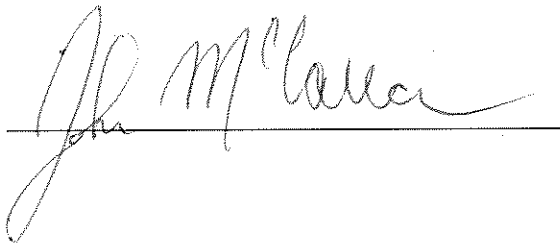
All testing shall be at the sole expense of the City. Said reporting shall be maintained in a confidential manner and said reports shall only be provided to the Chief. In the event of a positive confirmed test result, the written test report shall be provided both to the Chief and to the employee, who may provide it to the Union at his discretion. In the absence of a confirmed positive report, all other test results shall be kept confidential by the testing laboratory and any references to the ordering of such drug testing shall be removed from all City files.

### ARTICLE 38. DURATION AND RENEWAL

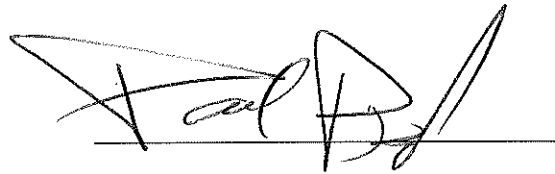
This Agreement shall become effective 12:01 a.m. June 29, 2020, except as otherwise provided herein, and shall continue in full force and effect until July 2, 2023, except as otherwise provided herein, and thereafter until a new successor Agreement is executed. Negotiations for a successor Agreement shall begin no later than thirty (30) days, but in no event earlier than January 1, 2023, after written notice by either party of its desire to commence negotiations for a successor Agreement. The City and the union, upon receipt of said notice, shall make mutually satisfactory arrangements to engage in negotiations for a successor Agreement.

Signed and sealed this 18<sup>th</sup> day of August, 2022.

LOCAL 1617, INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS,  
AFL-CIO

A handwritten signature in cursive script, appearing to read "John McLaughlin", written over a horizontal line.

CITY OF MELROSE

A handwritten signature in cursive script, appearing to read "Paul B.", written over a horizontal line.

Appendix A  
Melrose Fire Department  
Local 1617 I.A.A.F.  
Authorization for Payroll Deduction

By: \_\_\_\_\_  
Name of Employee

To: \_\_\_\_\_  
Name of Employer

Effective \_\_\_\_\_, I hereby request and authorize you to deduct from my earnings each \_\_\_\_\_ (payroll period) the amount of \$\_\_\_\_\_. This amount shall be paid to the Treasurer of Local Union No. 1617, International Association of Firefighters, AFL-CIO.

These deductions may be terminated by me by giving you a 60 days written notice in advance or upon termination of my employment.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Employee's Address

**Appendix B**  
**Melrose Fire Department**  
**Local 1617 I.A.A.F.**  
**Grievance Form**

The term grievance shall mean any dispute concerning interpretation, application or enforcement of the Collective Bargaining Agreement between the Union and the City of Melrose and any dispute concerning the rights, privileges, power, and/or immunities of the City of Melrose and/or the Union or any member of the Union or any member thereof concerning wages, hours and conditions of employment.

Name of Grievant: \_\_\_\_\_ Date: \_\_\_\_\_

Assignment: \_\_\_\_\_ Group: \_\_\_\_\_

Article and section of Contract Violated: Article \_\_\_\_\_ Section \_\_\_\_\_

Date of Violation: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Time of Violation: \_\_\_\_\_

Summary and Explanation of Violation:

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Your interpretation of Article and Section:

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Remedy Requested:

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Employee Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Action of the Grievance Committee: \_\_\_\_\_

President Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Vice President Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Secretary/Treasurer Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Appendix C  
Melrose Fire Department  
Local 1617 I.A.A.F.  
Sick Leave Bank Request

**Section 1 to be filled out by Employee making the request:**

Employee Name \_\_\_\_\_ Date \_\_\_\_\_

Union \_\_\_\_\_ Non-Union \_\_\_\_\_

Department \_\_\_\_\_

Reason for request \_\_\_\_\_

Doctor's certificate as to the need for and anticipated extent of recovery time attached  
\_\_\_\_ YES      \_\_\_\_ No, will be available on \_\_\_\_\_

The following criteria shall be used by the sick leave committee in administering the bank and in determining eligibility and amounts of leave:

1. Adequate medical evidence of serious illness,
2. Prior utilization of all eligible sick leave,
3. Propriety in use of sick leave, (History of sick use will be reviewed)
4. Length of service.

**Section 2 to be completed by Human Resources at Sick Bank Committee meeting:**

Date of Meeting \_\_\_\_\_

Vote: (number)      \_\_\_\_\_ Yes      No \_\_\_\_\_

If yes, number of days: \_\_\_\_\_

**Distribute copies to:**

- \_\_\_\_ Employee (notified by Union)
- \_\_\_\_ Employee's Payroll Clerk/Department (notified by HR) Department Payroll Clerk must define "sick bank leave time" on the timesheet so that accruals are properly entered by Treasurer Collectors
- \_\_\_\_ Timesheet\* (submitted by department payroll clerk)
- \_\_\_\_ Auditors (notified by HR)
- \_\_\_\_ Human Resources Accruals transferred (by HR)
- \_\_\_\_ Medical File

- The decision of the sick leave bank committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.
- No days may be withdrawn from the sick leave bank for use for any other illness other than a prolonged illness. Days may not be withdrawn to permit the individual to stay at home to care for other members of the family.
- The initial grant by the Sick Leave Bank Committee shall not exceed fifteen (15) days per employee for each request.

Appendix D  
Melrose Fire Department  
Local 1617 I.A.A.F.  
Schedule for Payment of Benefits

<u>Benefit</u>	<u>Pay Date</u>
Clothing Allowance	On or Before August 15
De Fib*	Weekly
Education Incentive	Weekly
EMT	Weekly
Holidays	Following Fridays
Longevity	Weekly
Unused Sick Time	On or before January 31, April 30, July 31, October 31

\* Only those Members who are not EMT certified as of February 29, 2012 will receive the Defib Stipend

**Appendix E**  
**Melrose Fire Department**  
**Local 1617 I.A.A.F.**  
**Memorandum of Understanding**

Whereas, the City of Melrose and Local 1617, International Association of Firefighters, AFL-CIO seek to clarify the understanding reached during negotiations, it is hereby understood as follows:

Article 33 (Three [3] members per shift summer vacation schedule) was only agreed to by the City because of the absence of a minimum manning clause in the Agreement. Nothing contained herein shall be deemed to affect the City's position that minimum manning is a permissive subject of bargaining and/or beyond the scope issues under Chapter 1070 of the Acts of 1973.

**City of Melrose**

By: \_\_\_\_\_

**Local 1617, International  
Association of Firefighters,  
AFL-CIO**

By: \_\_\_\_\_

Appendix F  
Melrose Fire Department  
Local 1617 I.A.A.F.  
Vacation Request Form

Form 1

Member Making request: \_\_\_\_\_ Group: \_\_\_\_\_

Request for Vacation: Day Shift / Night Shift / 24Hrs / 1 Week / 2 Weeks / Canceled  
\*\*\* (Please circle one) \*\*\*

TOUR # \_\_\_\_\_

Date(s) to be taken off: \_\_\_\_\_ , \_\_\_\_\_  
Start End

Date Submitted: \_\_\_\_\_

Approving Officer: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Denied by Officer: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Reason: \_\_\_\_\_

\*\*\*\*Submit a Copy to Personnel Officer for Review\*\*\*\*

\_\_\_\_\_  
Signature of Personnel Officer

\_\_\_\_\_  
Date Reviewed



Appendix G  
Melrose Fire Department  
Local 1617 I.A.A.F.  
Detail Request Form

Form 2

**DETAIL INFORMATION**

Date and Time of Detail: \_\_\_\_\_

Location of Detail: \_\_\_\_\_

Number of Firefighters Requested: \_\_\_\_\_

**DETAIL REQUESTED BY and BILLING INFORMATION**

Date of Request: \_\_\_\_\_ Time of Request: \_\_\_\_\_

Person Requesting Detail: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Call Back Number: \_\_\_\_\_ Officer Taking Request: \_\_\_\_\_

**PERSON REQUESTING DETAIL HAS BEEN INFORMED OF: (PLEASE CHECK OFF)**

Four hour minimum on all details: \_\_\_\_\_

Details that exceed 4 hours are billed at 6 hours. \_\_\_\_\_

Details that exceed 6 hours are billed at 8 hours. \_\_\_\_\_

Hours over 8 hours are billed at time and a half. \_\_\_\_\_

Calls to cancel a detail **MUST** be received at least one (1) hour before the start of the detail or a four (4) hour minimum payment will apply. \_\_\_\_\_

**DETAIL CANCELED INFORMATION**

Date and time of cancellation \_\_\_\_\_ by whom \_\_\_\_\_

Officer receiving cancellation \_\_\_\_\_

Date and time firefighter notified \_\_\_\_\_

**DETAIL WORKED BY**

Firefighter \_\_\_\_\_ Hours worked \_\_\_\_\_

Firefighter \_\_\_\_\_ Hours worked \_\_\_\_\_

Appendix H  
Melrose Fire Department  
Local 1617 I.A.A.F.  
Swap Request Form

Form 3

Submitted To: \_\_\_\_\_ Date Submitted: \_\_\_\_\_  
Shift Captain

I respectfully request that (Capt / LT / FF) \_\_\_\_\_  
circle one

work for (Capt / LT / FF) \_\_\_\_\_  
circle one

on the following date: \_\_\_\_\_ Day Shift / Night shift / 24hrs  
Circle one

\*\*\* Swap is payback for the following date \*\*\*

\_\_\_\_\_ Date \_\_\_\_\_ Day Shift / Night shift / 24hrs  
Circle one

Requested by: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Shift covered by: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Approving Officer: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Denied by Officer: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Reason: \_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*Submit a Copy to the Chief of Department for Review\*\*\*\*

## Form 4

Appendix J  
Melrose Fire Department  
Local 1617 I.A.A.F.  
Sick Leave Report Form

Form 6

Member Absent From Duty: \_\_\_\_\_

Date of Sickness: \_\_\_\_\_ Number of shifts absent \_\_\_\_\_

Date and Time of Sick Call: \_\_\_\_\_

Reason for Absence: \_\_\_\_\_

Phone Number where member can be reached: \_\_\_\_\_

Officer taking report signature: \_\_\_\_\_

*All reports are to be filled out completely and forwarded to the Chief of the Department  
for further review.*

Reviewed by the Chief of Department

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Appendix K  
Melrose Fire Department  
Local 1617 I.A.A.F.  
Bid Form

Form 7

\_\_\_\_\_ respectfully request the Bid position for  
(Member requesting Bid)

Group \_\_\_\_\_ / \_\_\_\_\_  
# (Position)

Employees Signature: \_\_\_\_\_ Date: \_\_\_\_\_

***All BIDS must be submitted in a sealed envelope with the bid requested written on the outside of the envelope. Envelopes must be placed into the Bid Box.***

(Please print or type)

Patient Information				Rescuer Information			
Name				Name			
Incident Location				Address			
Incident Type Medical    Trauma				City/State/Zip			
Transportation Emergency                                      Routine				Day Phone		Evening Phone	
Check box(es) which best indicate your exposure. <i><b>Explain in detail in the spaces provided</b></i>				Profession		Department/Employer	
Exposure Route:	Needlestick	Open cut	Bite	Puncture	Mouth	Eye	Other:
Exposure Type:	Blood	Sputum	Saliva	Other:			
Precautions:	Mask	Eye Wear	Gown	Exam gloves (latex,nitrile,vinyl)	Gloves (work type)	Other:	
Cleaning	Hand Washing	Washing Contaminated Skin			Other:		


Rescuer's Signature: \_\_\_\_\_

Date:

Form Received By:

Date :

Appendix M  
Melrose Fire Department  
Local 1617 I.A.A.F.

Base Pay Rates excluding stipends.

**FISCAL YEAR 2021**

6/29/2020 - 6/27/2021

POSITION DESCRIPTION	STEP/ LEVEL	ANNUAL SALARY
FIR1-CAPTAIN	0	0.00
FIR1-CAPTAIN	1	0.00
FIR1-CAPTAIN	2	0.00
FIR1-CAPTAIN	3	75,659.75
FIR1-CAPTAIN	4	80,562.04
FIR1-FIRE FIGHTER	0	0.00
FIR1-FIRE FIGHTER	1	50,380.52
FIR1-FIRE FIGHTER	2	53,299.05
FIR1-FIRE FIGHTER	3	56,228.55
FIR1-FIRE FIGHTER	4	59,869.85
FIRE ALARM SUPERINTENDANT	0	0.00
FIRE ALARM SUPERINTENDANT	1	0.00
FIRE ALARM SUPERINTENDANT	2	0.00
FIRE ALARM SUPERINTENDANT	3	65,224.68
FIRE ALARM SUPERINTENDANT	4	69,449.24
FIR1-LIEUTENANT	0	0.00
FIR1-LIEUTENANT	1	0.00
FIR1-LIEUTENANT	2	0.00
FIR1-LIEUTENANT	3	65,224.68
FIR1-LIEUTENANT	4	69,449.24
FIR1-LIEUTENANT	5	0.00

**Base Pay Rates excluding stipends.**

**FISCAL YEAR 2022**

**6/28/2021 - 6/26/2022**

<b>POSITION DESCRIPTION</b>	<b>STEP/ LEVEL</b>	<b>ANNUAL SALARY</b>
FIR1-CAPTAIN	0	0.00
FIR1-CAPTAIN	1	0.00
FIR1-CAPTAIN	2	0.00
FIR1-CAPTAIN	3	77,172.95
FIR1-CAPTAIN	4	82,173.28
FIR1-CAPTAIN	5	83,816.74
FIR1-CAPTAIN	6	85,493.08
FIR1-CAPTAIN	7	87,202.94
 FIR1-FIRE FIGHTER	 0	 0.00
FIR1-FIRE FIGHTER	1	51,388.13
FIR1-FIRE FIGHTER	2	54,365.03
FIR1-FIRE FIGHTER	3	57,353.12
FIR1-FIRE FIGHTER	4	61,067.25
FIR1-FIRE FIGHTER	5	62,288.60
FIR1-FIRE FIGHTER	6	63,534.36
FIR1-FIRE FIGHTER	7	64,805.05
 FIRE ALARM SUPERINTENDANT	 0	 0.00
FIRE ALARM SUPERINTENDANT	1	0.00
FIRE ALARM SUPERINTENDANT	2	0.00
FIRE ALARM SUPERINTENDANT	3	66,529.17
FIRE ALARM SUPERINTENDANT	4	70,838.22
FIRE ALARM SUPERINTENDANT	5	72,254.98
FIRE ALARM SUPERINTENDANT	6	73,700.08
FIRE ALARM SUPERINTENDANT	7	75,174.09
 FIR1-LIEUTENANT	 0	 0.00
FIR1-LIEUTENANT	1	0.00
FIR1-LIEUTENANT	2	0.00
FIR1-LIEUTENANT	3	66,529.17
FIR1-LIEUTENANT	4	70,838.22
FIR1-LIEUTENANT	5	72,254.98
FIR1-LIEUTENANT	6	73,700.08
FIR1-LIEUTENANT	7	75,174.09



**Base Pay Rates excluding stipends.**

**FISCAL YEAR 2023**

**6/27/2022 - 7/2/2023**

<b>POSITION DESCRIPTION</b>	<b>STEP/ LEVEL</b>	<b>ANNUAL SALARY</b>
FIR1-CAPTAIN	0	0.00
FIR1-CAPTAIN	1	0.00
FIR1-CAPTAIN	2	0.00
FIR1-CAPTAIN	3	78,716.41
FIR1-CAPTAIN	4	83,816.75
FIR1-CAPTAIN	5	85,493.07
FIR1-CAPTAIN	6	87,202.94
FIR1-CAPTAIN	7	88,947.00
FIR1-FIRE FIGHTER	0	0.00
FIR1-FIRE FIGHTER	1	52,415.89
FIR1-FIRE FIGHTER	2	55,452.33
FIR1-FIRE FIGHTER	3	58,500.18
FIR1-FIRE FIGHTER	4	62,288.60
FIR1-FIRE FIGHTER	5	63,534.37
FIR1-FIRE FIGHTER	6	64,805.05
FIR1-FIRE FIGHTER	7	66,101.15
FIRE ALARM SUPERINTENDANT	0	0.00
FIRE ALARM SUPERINTENDANT	1	0.00
FIRE ALARM SUPERINTENDANT	2	0.00
FIRE ALARM SUPERINTENDANT	3	67,859.75
FIRE ALARM SUPERINTENDANT	4	72,254.98
FIRE ALARM SUPERINTENDANT	5	73,700.08
FIRE ALARM SUPERINTENDANT	6	75,174.08
FIRE ALARM SUPERINTENDANT	7	76,677.57
FIR1-LIEUTENANT	0	0.00
FIR1-LIEUTENANT	1	0.00
FIR1-LIEUTENANT	2	0.00
FIR1-LIEUTENANT	3	67,859.75
FIR1-LIEUTENANT	4	72,254.98
FIR1-LIEUTENANT	5	73,700.08
FIR1-LIEUTENANT	6	75,174.08
FIR1-LIEUTENANT	7	76,677.57

## Appendix N

Memorandum of Agreement Between  
The City of Melrose and Local 1617, International Association of Fire Fighters, AFL-  
CIO  
for a Wage Freeze to Take Effect in Fiscal Year 2011

WHEREAS, the City of Melrose ("City") and Local 1617, International Association of Fire Fighters, AFL-CIO ("Union") are parties to a collective bargaining agreement ("CBA");

WHEREAS, the parties' CBA is due to expire on June 30, 2010;

WHEREAS, the parties have reached agreement on a Wage Freeze to be effective in Fiscal Year 2011;

WHEREAS, Fiscal Year 2011 is the only year of a one year contract extension which has been agreed to by the City and the Union and is set forth in a separate Memorandum of Understanding;

NOW, THEREFORE, the parties agree as follows:

All terms of the parties' CBA in effect for the period July 1, 2007 through June 30, 2010 shall remain in full force and effect unless expressly amended by this Agreement.

1. The Union agrees to a Wage Freeze for Fiscal Year 2011 for all employees in the Bargaining Unit. For the purposes of this agreement "all scheduled increases" shall include any increases that an employee may have been entitled to under his/her collective bargaining agreement, including but not limited to, step increases, longevity increases and C.O.L.A. For example: if an employee is scheduled to go from step 2 to step 3 in FY 11, they will instead go from step 2 to step 3 in FY 12. The Wage Freeze is more fully described as follows:
  - a. Wages: Article 10 shall be amended to reflect an across-the-board wage freeze (salary increase of 0%) effective July 1, 2010.
  - b. Other Increases: The parties agree to forego payment of any step, longevity, stipend, differential and any other increases that a Union member may be entitled to between July 1, 2010 and June 30, 2011 until after July 1, 2011.
  - c. All Scheduled increases will instead take effect in Fiscal Year 2012. (One year later than their original implementation date).


The terms of this Section 1 are collectively referred to as the "Wage Freeze".

2. In exchange for the foregoing, the City will agree to the following:

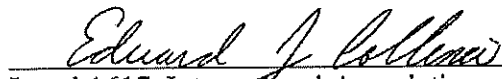
- a. If the City implements any layoffs, reduces hours or eliminates a bargaining unit position in Fiscal Years 2010, 2011 and 2012 then this agreement shall be considered null and void and all scheduled increases will be paid out retroactively from the time they were scheduled to take place. Also, with the exception of any exclusive staffing adjustments or arrangements agreed upon between the City and the Union, the City agrees that it will maintain their current staffing levels within the bargaining unit throughout the life of this agreement.
- b. This wage freeze proposal in its entirety applies to non-union employees and department heads.
- c. Any Union member who gives notice of intent to retire during Fiscal Year 2011 or Fiscal Year 2012 will not be subject to the Wage Freeze, provided that such notice is received by the Melrose Retirement Board on or before March 1, 2010. Any Union member who gives such a notice and is thereby excepted from the Wage Freeze shall continue to receive all increases described in section 1 hereof as provided by the applicable Collective Bargaining Agreement.

Signed on this date 12-11-09

For the City of Melrose:

  
Robert J. Dolan, Mayor

For the Union:

  
Local 1617, International Association of Fire Fighters, AFL-CIO

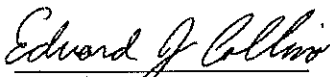
## Appendix O

### Memorandum of Understanding

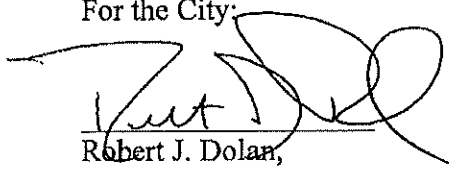
The City of Melrose (the "City") and the International Association of Fire Fighters, AFL-CIO ("Union") hereby agree to execute a Collective Bargaining Agreement – as reflected in this Memorandum of Understanding ("MOU") – for the period July 1, 2010 through June 30, 2011, as follows:

1. **Article 10: Wages** - shall be as follows: effective July 1, 2010, the base wage shall increase 0%.
2. **Article 11: Longevity** – any payments made in connection with Article 11 shall be rolled into the base wage of members of the Union.
3. **Article 12: Night Shift Differential** - any payments made in connection with Article 12 shall be rolled into the base wage of members of the Union.
4. **Article 29: Education Incentive Pay** - any payments made in connection with Article 29 shall be rolled into the base wage of members of the Union.
5. **Article 29.5: Defibrillators and Training** - any payments made in connection with Article 29.5 shall be rolled into the base wage of members of the Union.
6. **Article 30: Emergency Medical Training Premium** - any payments made in connection with Article 30 shall be rolled into the base wage of members of the Union.
7. **Article 39: Duration and Renewal** - This Agreement shall become effective at 12:01 a.m. July 1, 2010, except as otherwise provided herein, and shall continue in full force and effect until June 30, 2011, and thereafter until a new successor Agreement is executed. Negotiations for a successor Agreement shall begin no later than thirty (30) days, but in no event earlier than January 1, 2011, after written notice by either party of its desire to commence negotiations for a successor Agreement. The City and the Union, upon receipt of said notice, shall make mutually satisfactory arrangements to engage in negotiations for a successor Agreement.
8. **Prior Agreements** – The City and the Union hereby agree to incorporate any previously issued side letters, Memorandum of Understanding, and arbitration awards into this Collective Bargaining Agreement.

For the Union:

  
Edward J. Collina,  
President

For the City:

  
Robert J. Dolan,  
Mayor

12/9/09  
Date

## Appendix P

### Memorandum of Understanding

The City of Melrose (the "City") and Local 1617, International Association of Fire Fighters (the "Union") hereby agree to the following memorandum of understanding which shall govern the implementation and maintenance of a paramedic training program and stipend in the Melrose Fire Department ("Department"):

1. To the extent the Department is able, an in-house Paramedic training program will be offered to all members of the Department, across all ranks.
  - a. In the event the Department is unable to conduct an in-house Paramedic training program, it shall offer an off-site program to at least four (4) bargaining unit employees. No more than two (2) bargaining unit employees may be enrolled at any one time. the most senior fire fighter in the Department, which shall exclude bargaining unit employees holding the rank of Lieutenant or Captain, shall be entitled to apply for acceptance at said off-site Paramedic training program, and said program shall be licensed by the Commonwealth of Massachusetts and selected by the Melrose Fire Chief ("Chief").
2. The City of Melrose will pay for all related costs, fees and training materials associated with the Paramedic training program, including: tuition, books, uniforms, lab materials, and clinical internship costs.
3. When a bargaining unit employee's regularly scheduled shift conflicts with his Paramedic training program requirements he will be granted time off without loss of pay.
4. Bargaining unit employees who fail to successfully complete and receive Paramedic Certification shall reimburse the City of Melrose for all related costs, fees and training materials associated with the Paramedic training program, including: tuition, books, uniforms, lab materials, and clinical internship costs. The bargaining unit employee shall pay the City over a three (3) year period on a monthly basis. This provision shall not apply to a bargaining unit employee who can demonstrate "just cause" for his failure to be certified, and said determination of "just cause" shall be made by the Chief in consultation with the Union.
5. Individuals hired from a certified Paramedic preference employment list obtained from the Commonwealth's Human Resources Division, or lateral transfers with an EMT-P Certification hired on or after July 1, 2011, are required to maintain EMT-P certification for the duration of their employment.
6. The City agrees to reimburse current and future Paramedics for bi-annual paramedic refresher courses. If a refresher course occurs while the Fire Fighter/ Paramedic is scheduled for regular duty the Chief will grant time off without loss of pay.
7. The City agrees to reimburse fees for re-certification for all EMT A's and EMT P's as is done for bargaining unit employees holding an EMT B or I certification. Paramedics will be required to attend on duty re-certification courses that are approved by the Commonwealth's OEMS for Paramedic level.

8. Bargaining unit employees obtaining Paramedic Certification under the above guidelines are required to maintain EMT-P certification for the duration of their employment with the City of Melrose.
- a. Any employee who voluntarily terminates his or her employment, or is terminated for just cause, within eight (8) years of his or her certification as a Paramedic shall reimburse the City in full for all costs associated with said employee's initial Paramedic Training program through an arranged three (3) year payment system, except for uniforms. For each year worked as a Paramedic for the Department, the City shall reduce the total reimbursement by 15% per year. Retirement shall not be considered a termination under this paragraph.
  - b. Any bargaining unit employee who has suffered a career ending injury or illness through no fault of his or her own shall have no obligation to reimburse the City for all costs associated with said employee's initial Paramedic Training program.
9. Any bargaining unit employee with an EMT I or A certification on July 1, 2012 shall receive an additional stipend of \$500 above the stipend received by any bargaining unit employee holding an EMT B certification.
10. Any bargaining unit employee with an EMT P certification on July 1, 2012 shall receive an additional stipend of \$500 above the stipend received by any bargaining unit employee holding an EMT I or A certification.
11. In the event the City decides to implement an in-house ALS ambulance service, the stipend received by bargaining unit employees with an EMT P certification shall increase by \$1,000.
12. In the event the City terminates the provision of in-house ambulance service in the Department, any commitments made herein – except the EMT B or P stipends referenced in Paragraphs nine (9) and ten (10) above – shall be rendered null and void. Notwithstanding this, any EMT I, EMT A, or EMT P stipend created herein shall be made a permanent part of the parties' collective bargaining agreement if the City's ALS ambulance service is operational after July 1, 2016.

LOCAL 1617, IAFF:



Daniel White  
President

CITY OF MELROSE:



Robert J. Dolan  
Mayor

Dated: February 14, 2012

## **Appendix Q**

### **Memorandum of Understanding between the City of Melrose and the Melrose Fire Fighters Union, Local 1617 (ALS Implementation)**

This memorandum of understanding is executed by and between the City of Melrose ("City") and the Melrose Fire Fighters Union, Local 1617 ("Union") in connection with the implementation of an Advanced Life Support ("ALS") ambulance service in the Melrose Fire Department. The parties hereto agree that this implementation shall occur on July 1, 2013.

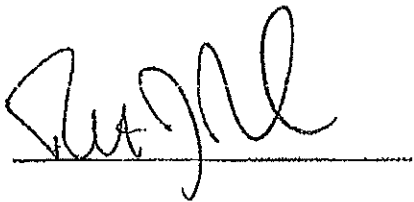
1. Chief Leary intends to implement an in-house Advanced Life Support ("ALS") ambulance service on July 1, 2013 at 75% capacity by staffing the ambulance using Groups 1, 2, and 3, and the operation of said ALS ambulance service will coincide with the schedules for Groups 1, 2 and 3. Group 4 will continue to operate at the Basic Life Support ("BLS") level. Chief Leary will give the Department fourteen (14) days' notice before implementing ALS.
2. The objective of the City and the Union is, to the extent practicable, to implement an ALS service at 100% capacity in (calendar) 2014 (the fiscal year 2014 Ambulance Enterprise Budget is predicated on this premise) and said ALS service will commence once a minimum of 10 Firefighter/Paramedics ("FF/Paramedics") are assigned to staff the ALS ambulance. Notwithstanding that a Firefighter/Paramedic staffing the ALS ambulance may -- via promotion or voluntary bid -- choose to move to another position in the Fire Department, the Chief may utilize any FF/Paramedic (notwithstanding his bid) in the event said FF/Paramedic is on a shift which has excess personnel assigned to it (i.e. 10 or more FFs on a shift). The provisions of this paragraph will expire once the Department has 12 FF/Paramedics on staff, which number shall not include any paramedic in the Department holding the rank of Lieutenant or above.
3. Any bargaining unit member holding a rank higher than Fire Fighter will not be removed from their regular assignment to staff the Rescue. However, such member may be utilized on an overtime basis to staff the Rescue when so determined by the Chief.
4. All necessary training to commence an in-house ALS service will be completed prior to the commencement of an in-house ALS service.
5. The City and the Union will continue to recognize the Paramedic Training MOU dated February 14, 2012, and the BLS implementation MOA dated July 8, 2010, both of which are attached hereto and made a part hereof.
6. Members of the Department currently in the process of becoming paramedics or who begin the process of becoming paramedics prior to the expiration of the parties' current

collective bargaining agreement will be entitled to receive a one-time incentive payment as follows: \$1,000 within thirty (30) days of providing proof to the City of having successfully passed the state paramedic practical or written examination, whichever occurs first, and an additional \$3,500 within thirty (30) days of becoming certified as a paramedic.

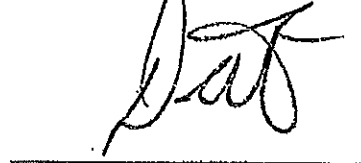
Any member employed as a paramedic on or before May 31, 2013, will receive a one-time incentive payment in the amount of \$2,500, and said incentive payment shall be payable within thirty (30) days following January 1, 2014. (FF Mike O'Connor, FF Patrick Rose, FF Sam Parsons, FF David Ball, FF Aaron Paskalis, FF Matt Arcovio, FF Brian Moran, FF Eric Christopher, CPT Paul Collina; LT Peter Grant.) Only those employees listed herein shall receive the one-time incentive payment

7. The language in the February 14, 2012 MOU regarding repayment to the City should a member terminate from employment will continue to apply.
8. The City will compensate Paramedics overtime time in the event their approved training occurs on a scheduled day off.
9. The City agrees that paramedics working within the scope of their employment in the Fire Department are covered by the City's current liability policy as said policy applies to Nurses, EMTs, and Paramedics.

CITY OF MELROSE



MELROSE FIRE FIGHTERS,  
LOCAL 1617



DATED: October 10, 2013



Appendix R

MELROSE FIRE FIGHTERS UNION, LOCAL 1617 IAFF

AND

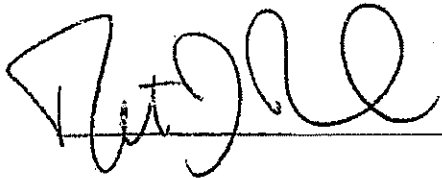
CITY OF MELROSE

MEMORANDUM OF AGREEMENT

The City of Melrose and the Melrose Fire Fighters Union, Local 1617 IAFF, hereby agree as follows:


1. The Union agrees that the City may implement a BLS ambulance service once the City is able to complete the necessary arrangements for doing so;
2. The City and the Union agree to commence impact bargaining promptly to negotiate the implementation of this ambulance service;
3. The ambulance shall remain in service provided that the City continues to staff three stations with a total of two engine companies, one ladder company, and Fire Alarm. Should reductions in staffing become necessary, the ambulance service will be discontinued before any other reductions are implemented in the Fire Dept. Nothing contained herein shall prevent the City from closing one of its fire stations, so long as the ambulance service has been discontinued prior to any station closure decisions being made.
4. In addition the Union and the City hereby agree to work towards upgrading the BLS ambulance service to ALS, provided that the parties enter into impact negotiations necessary to effectuate this upgrade prior to implementation.

City of Melrose,



---

Melrose Fire Fighters Union, Local 1617  
IAFF,



---

DATED: July 8, 2010