

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



June 27, 2011 to June 27, 2014

Fiscal Year 2012 to Fiscal Year 2014

TABLE OF CONTENTS

ARTICLE 1. RECOGNITION AND BARGAINING UNIT	1
ARTICLE 2. NEGOTIATING COMMITTEE	1
ARTICLE 3. UNION SECURITY	1
ARTICLE 4. AGENCY SERVICE FEE AND PAYROLL DEDUCTIONS	2
ARTICLE 5. UNION MEETINGS	2
ARTICLE 6. MANAGEMENT RESPONSIBILITY	2
ARTICLE 7. DUES COLLECTION	3
ARTICLE 8. OVERTIME	4
ARTICLE 9. GRIEVANCE PROCEDURE	5
ARTICLE 10. WAGES	7
ARTICLE 11. LONGEVITY	8
ARTICLE 12. NIGHT SHIFT DIFFERENTIAL	9
ARTICLE 13. UNION LEAVE	9
ARTICLE 14. FUNERAL LEAVE	10
ARTICLE 15. HEALTH AND LIFE INSURANCE	10
ARTICLE 16. CIVIL SERVICE RIGHTS	10
ARTICLE 17. LEGISLATION	10
ARTICLE 18. NO STRIKES, ET CETERA	11
ARTICLE 19. PROMOTION	11
ARTICLE 20. LIVING OUTSIDE THE CITY	11
ARTICLE 21. OUTSIDE PAINTING	11
ARTICLE 22. VACATIONS	11
ARTICLE 23. ACCUMULATED SICK LEAVE	13
ARTICLE 24. FAMILY ILLNESS	15
ARTICLE 25. EFFECT OF AGREEMENT	16
ARTICLE 26. CITY ORDINANCES	17
ARTICLE 27. INJURY LEAVE LIMITED DUTY	17
ARTICLE 28. CRAFT WORK	21
ARTICLE 29. EDUCATION INCENTIVE PAY	21

ARTICLE 29.5. DEFIBRILLATORS AND TRAINING	22
ARTICLE 30. EMERGENCY MEDICAL TRAINING PREMIUM	22
ARTICLE 31. HOLIDAYS	23
ARTICLE 32. UNIFORM ALLOWANCE	24
ARTICLE 33. MUTUAL CONCERNS COMMITTEE	24
ARTICLE 34. WORK SCHEDULE	25
ARTICLE 35. VACANCIES	25
ARTICLE 36. PROBATIONARY PERIOD - ELECTION OF REMEDIES	26
ARTICLE 37. DRUG TESTING	27
ARTICLE 38. DURATION AND RENEWAL	31
APPENDIX A AUTHORIZATION FOR PAYROLL DEDUCTIONS	32
APPENDIX B GRIEVANCE FORM	33
APPENDIX C SICK LEAVE BANK REQUEST FORM	34
APPENDIX D SCHEDULE FOR PAYMENTS OF BENEFITS	35
APPENDIX E MOU – ARTICLE 35 VACANCIES	36
APPENDIX F VACATION REQUEST FORM 1	37
APPENDIX G DETAIL REQUEST FORM 2	38
APPENDIX H SWAP REQUEST FORM 3	39
APPENDIX I GENERAL INCIDENT FORM 4	40
APPENDIX J SICK LEAVE REPORT FORM 6	41
APPENDIX K BID FORM 7	42
APPENDIX L UNPROTECTED EXPOSURE FORM	43
APPENDIX M BASE PAY RATES, FISCAL YEARS 2012 – 2014	44
APPENDIX N BLS AMBULANCE IMPLEMENTATION AGREEMENT	
APPENDIX O PARAMEDIC TRAINING PROGRAM AND STIPEND	

This **Collective Bargaining Agreement** is made and entered into this 14th day of March, 2012, to be effective as of 12:01 a.m. June 27, 2011, 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.

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 6/27/2011, Fiscal Year 2012 there shall be a 1% increase. Effective 7/2/2012, Fiscal Year 2013 there shall be a 1% increase. Effective 7/1/2013, Fiscal Year 2014 there shall be a 1% 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%. This is incorporated in the above figures.
 - 2. Job Group 27 A-1 (Fire Lieutenant) to Job Group 29 A-1 (Firefighter): 16%. This is incorporated in the above figures.
- (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 the following schedule, 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.

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

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: 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 January 1, 2012 - \$2,405; effective January 1, 2013 - \$2,605.. Night shift premium shall not 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.

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 13% and 87% 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

The City of Melrose has adopted Chapter 48, Section 58E of the General Laws of the Commonwealth of Massachusetts. The adoption became effective 9/24/73.

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

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 nineteen years: 4 weeks;
 - d. Twenty years to Twenty-five years or more: 5 weeks.
- 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 15th – November 30th and December 15th – December 31st. 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 1st.

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.

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 30th.
- 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 30th.
- 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 31st.
- 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 30th.

(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

The City shall pay weekly to each member of bargaining Unit A for course credits earned in a fire science program at an accredited institution so long as the member obtains 3 credit hours every two years as follows:

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

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

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

<u>Associate Degree</u> , Fire Science:	7/1/08	\$1,000.00
---	--------	------------

	7/1/09	\$1,250.00
--	--------	------------

<u>Bachelor Degree</u> , Fire Science:	7/1/08	\$1,250.00
--	--------	------------

	7/1/09	\$2,000.00
--	--------	------------

<u>Master's Degree</u> , Fire Science:	7/1/08	\$3,000.00
--	--------	------------

or Public Administration

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 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 is not eligible for compensation under Article 29.5. 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 certification, effective January 1, 2012 - \$2,350; effective July 1, 2012 - \$2,500; and effective July 1, 2013 - \$2,800; said payments shall be made in equal weekly installments. 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.

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.

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

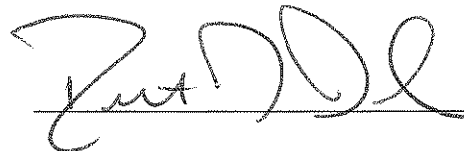
This Agreement shall become effective 12:01 a.m. June 27, 2011, except as otherwise provided herein, and shall continue in full force and effect until June 27, 2014, except as otherwise provided herein, and thereafter until a new successor Agreement is executed. Negotiations for a successor Agreement shall begin no later than thirty (30) days, but in no event earlier than November 15, 2013, 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 14th day of March, 2012

LOCAL 1617, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS,
AFL-CIO



CITY OF MELROSE



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:

Your interpretation of Article and Section:

Remedy Requested:

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: Marcianne Long

Local 1617, International

Association of Firefighters,

AFL-CIO

By: [Signature]

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****

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)

Describe the nature of the unprotected exposure *in detail*: (attach additional pages if needed)

Describe the steps taken by the rescuer to minimize the exposure:

Rescuer's Signature:

Date:

Form Received By:

Date : _____

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

Base Pay Rates excluding Stipends

Effective 6/27/2011, (FY 2012) 1% increase:

<u>Title</u>	<u>1st Step</u>	<u>2nd Step</u>	<u>3rd Step</u>	<u>4th Step</u>
<u>Fire Captain</u>			<u>\$63,611</u>	<u>\$67,731</u>
<u>Fire Lieutenant</u>			<u>\$54,837</u>	<u>\$58,389</u>
<u>Fire Fighter</u>	<u>\$42,356</u>	<u>\$44,810</u>	<u>\$47,273</u>	<u>\$50,335</u>
<u>Fire Alarm Technician Base Rate</u>		<u>\$50,335</u>	<u>(FF-4)</u>	

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

Base Pay Rates excluding Stipends

Effective 7/2/2012, (FY 2013) 1% increase:

<u>Title</u>	<u>1st Step</u>	<u>2nd Step</u>	<u>3rd Step</u>	<u>4th Step</u>
<u>Fire Captain</u>			\$64,247	\$68,408
<u>Fire Lieutenant</u>			\$55,385	\$58,972
<u>Fire Fighter</u>	\$42,780	\$45,258	\$47,746	\$50,838
<u>Fire Alarm Technician Base Rate</u>	\$55,385 (LT-3)*			

*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.

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

Base Pay Rates excluding Stipends

Effective 7/1/2013, (FY 2014) 1% increase:

<u>Title</u>	<u>1st Step</u>	<u>2nd Step</u>	<u>3rd Step</u>	<u>4th Step</u>
<u>Fire Captain</u>			<u>\$64,889</u>	<u>\$69,092</u>
<u>Fire Lieutenant</u>			<u>\$55,939</u>	<u>\$59,562</u>
<u>Fire Fighter</u>	<u>\$43,208</u>	<u>\$45,711</u>	<u>\$48,223</u>	<u>\$51,346</u>
<u>Fire Alarm Technician Base Rate</u>			<u>\$55,939 (LT-3)</u>	

*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.

BLS AMBULANCE IMPLEMENTATION AGREEMENT

WHEREAS, the City of Melrose ("City"), acting by and through its Fire Department ("Department"), desires to implement an in-house ambulance service for the provision of basic life support ("BLS") service;

WHEREAS, the Melrose Fire Fighters Union, Local 1617 ("Union") and the City have engaged in impact bargaining to discuss the implementation of BLS ambulance service in the City, and the staffing of the emergency rescue vehicle associated therewith;

WHEREAS, the Union has previously agreed that the City may implement a BLS ambulance service once the City is able to complete the necessary arrangements for doing so;

WHEREAS, the City has completed all necessary arrangements, and has acquired all required licenses, for the commencement of BLS ambulance service; and

WHEREAS, the City desires to commence the provision of BLS ambulance service immediately, and no later than May 30, 2011.

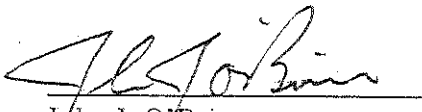
NOW THEREFORE, the parties hereby agree as follows:

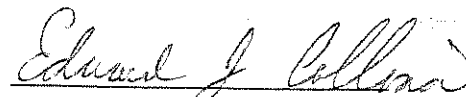
1. The Department agrees to staff the emergency rescue vehicle associated with BLS service by assigning otherwise unassigned personnel from each of the Department's four (4) groups currently stationed at Melrose Fire Headquarters. This shall not allow the City to displace members from current bids, and the new positions for the ambulance will be "group bids" for each group. Assignment to the emergency rescue vehicle from each group shall be determined in accordance with current Department practice, and shall be based on some equitable rotation. Notwithstanding the foregoing bid procedure, the Union agrees to allow the Fire Chief, on an interim basis until group bids are made and finalized, to staff the emergency rescue vehicle as soon as it is ready for operation.
2. Members of the Department who have obtained an EMT certification shall receive an annual increase to their EMT stipend, from its current FY 11 level, of three hundred dollars (\$300) which shall be prorated and take effect on January 1, 2012.

3. In the event the City exercises its authority to terminate the provision of in-house BLS ambulance service within the Department prior to the implementation of advanced life support service ("ALS"), any commitments made through this agreement shall be rendered null and void, which shall include any stipend increases referenced herein. Moreover, the July 8, 2010 agreement between the City and the Union – as attached hereto and incorporated herein – shall remain in effect in the event the City terminates the provision of BLS ambulance service, or the parties commence bargaining over the implementation of ALS ambulance service.
4. In the event the City implements an in-house ALS ambulance service, after the parties have completed bargaining for that purpose, any commitments made through this agreement shall be rendered null and void, which shall not include any stipend increases referenced herein, unless provided otherwise.
5. In the event the City exercises its authority in the future to terminate the provision of in-house ALS ambulance service within the Department, any commitments made through this agreement shall be rendered null and void, which shall include any stipend increases referenced herein.
Notwithstanding the foregoing, any stipend increases referenced herein shall be made part of the parties' collective bargaining agreement if said BLS or ALS ambulance service is not terminated prior to July 1, 2016 (Fiscal Year 2017).
6. The City agrees to reimburse fees for re-certification for all EMT P's as is done for EMT B & I. Paramedics will be required to attend on duty re-certification courses that are approved by the Commonwealth's OEMS for Paramedic level.

CITY OF MELROSE

MELROSE FIRE FIGHTERS UNION,
LOCAL 1617


John J. O'Brien
Fire Chief


Edward Collina
President

5/27/11
EC

MELROSE FIRE FIGHTERS UNION, LOCAL 1617 IAFF

AND

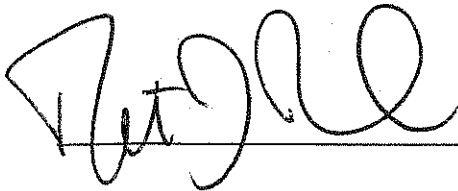
CITY OF MELROSE

MEMORANDUM OF AGREEMENT

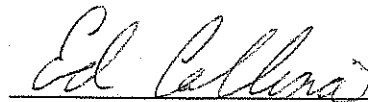
The City of Melrose and the Melrose Fire Fighters Union, Local 1617 IAFF, hereby agree as follows:

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

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