

Agreement Between
Town of Ipswich
&
Ipswich Fire Fighters, Local 1913,
International Association of Fire Fighters, AFL-CIO

Effective July 1, 2019 – June 30, 2022

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Agreement BETWEEN
TOWN OF IPSWICH
&
IPSWICH FIRE FIGHTERS, LOCAL 1913,
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

EFFECTIVE
JULY 1, 2019 – JUNE 30, 2022

THIS AGREEMENT entered into by the TOWN OF IPSWICH, hereinafter referred to as the “Town”, and the IPSWICH FIRE FIGHTERS, LOCAL 1913, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO, hereinafter referred to as the “Association,” has as its purpose the promotion of harmonious relations between the Town and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment. This agreement will be effective for a three-year period (July 1, 2019 – June 30, 2022).

Article One: Recognition

1.1. The Town recognizes the Association as the sole and exclusive bargaining agent for the purpose of negotiating salaries, wages, hours and other conditions of employment for all permanent uniformed fire fighters and provisional fire fighters employed by the Town of Ipswich in its Fire Department, excluding the Chief of the Department, the Deputy Chief, all civilian personnel and all other employees of the Town.

1.2. The Town will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Association or changing any condition contained in this Agreement.

Article Two: Discrimination & Coercion

2.1. There shall be no discrimination by the Town or the Chief of the Department or other agents of the Town against any employee because of his/her activity or membership in the Association. The Town further agrees that there will be no discrimination against any member for his/her adherence to any provision of this Agreement.

2.2. The Association agrees that neither its officers, members, nor persons employed by the Association, shall discriminate against or coerce any employee for his/her non-membership in the Association.

2.3. The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex, sexual preference, age or handicap, as provided by law.

2.4. The parties agree that all provisions of this agreement shall conform to the Americans with Disabilities Act. Pursuant to proposed EEOC regulations, Section 1630.2(n)(3), "the terms of the collective bargaining agreement" shall be relevant to determining the essential functions of a job position. In addition, pursuant to EEOC regulations, Section 1630.15(d), the terms of the collective bargaining agreement may be relevant to determining whether a reasonable accommodation would pose an undue hardship on the operation of the Town. The parties agree to address the issues raised by the Americans with Disabilities Act on an as-needed basis and as the EEOC and/or the MCAD issue appropriate regulations regarding handicap discrimination.

Article Three: Union Dues & Initiation Fees

3.1. The Town agrees that upon compliance by the Association with the necessary statutory requirements, it will deduct Union dues from the pay of each employee for whom the Town Accountant has received an appropriate check off authorization executed, by the employee, and will remit the aggregate amount of such deductions to the Treasurer of the Association, or to such other officer as may be designated, in writing, by the Association. An initiation fee will be deducted and similarly remitted by the Town if authorized, in writing, by the employee.

3.3. Should any administrative agency or court of competent jurisdiction find the Town liable for any damages as a result of this Article 3, the Union will pay any and all of those damages, including interest and charges. Additionally, the Union will have no right of action, by way of contribution, counterclaim or other basis against the Town.

Article Four: Management Rights

4.1. Except as otherwise expressly and specifically provided in this Agreement, the Association recognizes and agrees that the supervision, management and control of the Town's business, operations, work force and

facilities are exclusively vested in the management of the Town.

4.2. Without limiting the generality of the foregoing, among those management rights vested exclusively in the Town are the following: the right to plan, direct and control the Town's business, operations and work force; the right to promulgate and enforce all reasonable rules relating to operations, safety and working conditions; the right to hire, promote, assign, transfer and lay off employees; the right lawfully and for just cause to demote, discipline, suspend or discharge employees; the right to determine the hours, schedules and assignments of work, the work tasks, and standards of employee performance.

4.3. Nothing contained in this Agreement shall be construed in any way as granting or waiving rights or responsibilities of the Town that may not be granted or waived by the Town under the statutes of the Commonwealth of Massachusetts, by the Charter of the Town of Ipswich, or by any applicable Town by-Law.

Article Five: Hours

5.1. Twenty-Four (24) Hour Schedule: The parties agree to implement a "24 hour" schedule. For employees assigned to the 24 hour schedule:

- a) A tour of duty shall start at 07:00 and end at 07:00 of the following day. The shift schedule shall be comprised of one twenty-four (24) hour tour of duty, followed by one twenty-four (24) hour off-duty period, followed by one twenty-four (24) hour tour of duty, followed by five (5) twenty-four (24) hour periods of off-duty time. The average weekly hours of duty, excluding overtime, shall be forty-two (42) over an eight (8) week period.
- b) Employees shall not be allowed to work more than thirty-eight (38) consecutive hours except during periods of emergency conditions.
- c) With respect to the above and all other benefits/costs, it is specifically agreed that the twenty-four (24) hour schedule is intended to be cost neutral/benefit neutral compared to the 14 hour/10 hour schedule and the contract shall be so interpreted.

5.2. The following shift differentials shall be calculated per hour night shift hours actually worked between 1700 and 0700 on the next succeeding day:

FY 2020 Effective July 1, 2019 \$1.50
FY 2021 Effective July 1, 2020 \$1.70
FY 2022 Effective July 1, 2021 \$1.90

5.3. Fifth Lieutenant - Staff Lieutenant:

- a) The person initially assigned to the fifth lieutenant's position shall not be assigned to one of the four working groups or as a temporary or permanent replacement for any of the four "group" lieutenants, either on a straight time or overtime basis. However, the Staff Lieutenant may fill in for a Lieutenant or OIC on a temporary basis provided that an attempt is ongoing to hire a Lieutenant or OIC for the vacant position. The temporary fill may not cause a delay in the hiring of said vacancy and can only be exercised during normal working hours of the Staff Lieutenant. The Fifth Lieutenant shall be eligible to work overtime.
- b) The employee assigned as fire prevention officer shall work a schedule of four (4) ten-hour days, subject to approval by the Chief.

- c) The employee assigned as fire prevention officer will take and successfully complete the following training:
- 1) Fire Prevention Officer Credential within 30 days of appointment.
 - 2) Fire Prevention Officer Credential – Level 1 within one year of appointment.

5.4. Twelve (12) Hour Schedule: In the event that a new firefighter position(s) is created, the parties agree to implement a “12 Hour” schedule for two employees. For employees assigned to the 12-hour schedule:

- a) A tour of duty shall start at 07:00 and end at 19:00 of the same day. The shift schedule shall be comprised of four (4) twelve (12) hour tours of duty, followed by four (4) twelve (12) hour off-duty periods. The average weekly hours of duty, excluding overtime, shall be forty-two (42) over an eight (8) week period.

5.5. Shift swaps are unlimited, but they must be repaid within six (6) calendar months of the day that the swap occurs.

Article Six: Overtime

6.1. Overtime shall be paid for at the rate of one and one-half (1-1/2) times the employee's regular straight time hourly rate. An employee will only be paid once for total hours worked including overtime. Payments made for academic credits, special qualifications, and as acting officer shall not be included in base wages for the purpose of computing overtime premium payments.

6.2. In the event an employee is called in for duty prior to the scheduled starting time of his/her tour of duty, and continues to work his/her tour of duty, he/she shall be paid a minimum of two hours' overtime pay.

6.2.1 In the event an employee is held over beyond the scheduled time for conclusion of his/her tour of duty, he/she shall be paid overtime at a rate of time-and-one-half on an hour-for-hour basis commencing after the first sixteen (16) minutes of said holdover, but the first fifteen minutes (or less) in said holdover status shall be paid on a straight-time basis.

6.3. In the event of vacations, sickness or other unforeseen conditions in which the Town deems it appropriate to supplement the personnel who have reported for their tour of duty in the Fire Station, such coverage on an overtime basis shall be by rotation from lists established by rank and seniority. A record shall be kept showing the date of call, and the response of each employee so called as to whether he/she accepts or rejects the assignment. If an employee does not accept, he/she will automatically be passed by until a complete cycle of the seniority list, off-duty shifts first, has been made.

6.4. In the event an employee has completed his/her tour of duty and he/she has left the Fire Station, and is subsequently called back for additional emergency duty, performs the additional emergency duty and is subsequently released from said additional emergency duty (when all apparatus has been returned in service), he/she shall be paid a minimum of four (4) hours' overtime pay. An employee called back to attend a mandatory staff meeting shall be paid a minimum of four (4) hours' overtime pay. Notwithstanding any apparent inconsistency in language elsewhere herein, there shall be no duplication nor pyramiding of overtime premium payments. Employees shall receive overtime pay only once for any time period.

In the event an employee has completed his/her tour of duty and he/she has left the Fire Station and is subsequently called back for training and/or other non-emergency task(s), performs said additional training and/or other non-emergency task(s), and is subsequently released from said additional duty, he/she shall be paid a minimum of two (2) hours' overtime pay, and for any hours so worked in excess of two (2) hours shall be paid

on an hour-for-hour basis at his/her overtime rate of pay.

6.5. No employee of any rank shall work and receive overtime for any vacancy caused by his/her own absence from duty for any reason.

6.6. Upon mutual agreement of an employee and the Chief, the employee will be granted compensatory time and one-half off in lieu of a cash overtime payment for overtime hours actually worked. Compensatory time may be accumulated, to a maximum of 480 hours (320 hours of earned overtime) but must be taken within the fiscal year in which it is earned and at times that do not interfere with the operation and needs of the department.

For compensatory time not taken by June 1 of each year, the employee shall receive the accumulated overtime pay to which he/she is entitled.

6.7. All overtime work shall be offered to permanent bargaining unit members on a rank-for-rank basis before being offered to non-bargaining unit personnel. Overtime work shall be any hiring opportunity for which Town wages are paid.

6.8. Notwithstanding any apparent inconsistency elsewhere herein, there shall be no duplication nor pyramiding of overtime premium payments.

6.9. When an employee has been improperly overlooked for assignment of overtime, the employee will be given the opportunity to make up the overtime hours. In no event shall an employee receive pay for being overlooked for an overtime assignment. Overtime shifts shall be as follows: 7:00 A.M. to 7:00 P.M. and 7:00 P.M. to 7:00 A.M. (applies to 24 hour shifts).

Article Seven: Salary Schedule

7.1. Salary Schedule:

- a) The Salary Schedule under this Agreement shall be that set forth in Appendix A attached hereto and incorporated by reference in this Agreement.
- b) In addition to the base salary employees receive on an annual basis, additional amounts of compensation shall be paid in recognition of length of service to the Town of Ipswich (longevity payments) and shall be included in the calculation of an employee's regular straight-time rate of pay for the purposes of the calculation of overtime benefits and other contractual provisions. For the purpose of computation, an employee's service shall be measured from his/her date of appointment as a full-time Town employee. Subject to the foregoing provisions of this sub-section, payments shall be made in accordance with the following schedule:

Effective July 1, 2011

- | | |
|---|-----------------|
| i. after completion of five (5) years' full-time service: | \$400.00/year |
| ii. after completion of ten (10) years' full-time service: | \$600.00/year |
| iii. after completion of fifteen (15) years' full-time service: | \$1,000.00/year |
| iv. after completion of twenty (20) years' full-time service: | \$1,200.00/year |

v. after completion of thirty (30) years' full-time service: \$1,500.00/year

Longevity Length of Service	Longevity Stipend	Firefighters @ 42 hrs per wk.	FY20 = 52 wks 2 days/7 or 52.2857	FY21 = 52 wks 1 day/7 or 52.1429	FY22 = 52 wks 1 day/7 or 52.1429
After completion 5 yrs full-time service	\$ 400.00	\$ 9.52	\$ 0.1821	\$ 0.1826	\$ 0.1826
After completion 10 yrs full-time service	\$ 600.00	\$ 14.29	\$ 0.2732	\$ 0.2740	\$ 0.2740
After completion 15 yrs full-time service	\$ 1,000.00	\$ 23.81	\$ 0.4554	\$ 0.4566	\$ 0.4566
After completion 20 yrs full-time service	\$ 1,200.00	\$ 28.57	\$ 0.5464	\$ 0.5479	\$ 0.5479
After completion 30 yrs full-time service	\$ 1,500.00	\$ 35.71	\$ 0.6831	\$ 0.6849	\$ 0.6849

An employee shall be entitled to receive only one stipend per year under the provisions of this subsection.

- c) The parties agree that any disability retirees that are returning to service pursuant to c. 32, sec. 8 shall not receive service credit for those years they were out on disability retirement for purposes of calculating the longevity stipend. Returning disability retirees shall also be placed at step 1 of the salary scale for purposes of computing wages.

7.2. Paid Details:

- a) There shall be equitable distribution of paid details to be insured by a detail officer. A refusal of a detail by an employee shall count as a detail worked where an employee has twenty-four (24) hours or more notice of the detail. A paid detail shall be assigned by rotation from a list established by seniority. A record shall be kept showing the date of call, and the response of each employee so called as to whether he/she accepts or rejects the assignment. If an employee does not accept, he/she will automatically be passed by until a complete cycle of the seniority list has been made. Should no employee accept the assignment, it shall be offered to permanent intermittent firefighters, by seniority. There shall be two (2) lists for Paid Details, an EMT list and a list for all other details.
- b) The rate for third party and Town of Ipswich paid details shall be a special rate computed as follows: Fire Lieutenant annual salary Step D divided by the number of weeks in a year (a day = 1/5 of a workweek), divided by 37.5 and multiplied by 1.5; with a minimum of four (4) hours pay. An employee who works a third party or Town of Ipswich paid detail that exceeds four hours shall receive a minimum of six (6) hours pay. An employee who works a detail that exceeds six hours shall be paid eight hours. An employee who works eight hours shall be paid double the hourly rate of a Fire Lieutenant at Step D (Appendix A) for time worked in excess of eight (8) hours.
- c) With the exception of paid details worked at locations outside of the Town of Ipswich, payment for performance of outside details shall be included in the employee's next week's paycheck. Billing for outside details shall be performed by the Ipswich Fire Division consistent with past policies and procedures. The Association and the Town will work together to assure payment and collection of detail fees, particularly from vendors that may not have developed a payment history with the Town, including, as appropriate, assurance of possession of a deposit check prior to commencement of a detail.

7.3. The Town shall have the right to implement bi-weekly payment of wages.

7.4. The Town shall have the right to require all employees to receive their regular wages, and all other payments through direct deposit.

Article Eight: Academic Credits & Special Qualifications

8.1. It is the purpose of the Town as a matter of public policy to attempt to recruit better-educated and qualified personnel in the hope that they will strive for a full degree in the field of fire science. In line with the foregoing policy, there is thereby established an educational pay program offering increases to regular full-time Town of Ipswich Fire Department employees, as an incentive for furthering their education in the field of Fire Science as follows:

- a) Said increases shall be predicated upon the accumulation of academic credits earned towards an Associate's Degree in Fire Science only, for which specific approval of the Town Manager has been granted. All semester academic credits and degrees shall be earned in an accredited educational institution.
- b) Effective on July 1, 2007, increases authorized in the preceding subsection "A" shall be granted in the following manner:
- c) Credit hours with intention of earning a degree in Fire Science

	<u>Credit Hours</u>	<u>Increase</u>
i.	6 credit hours	\$100
ii.	12 credit hours	\$200
iii.	18 credit hours	\$300
iv.	30 credit hours	\$800
v.	60 credit hours and associate's degree	\$950
vi.	90 credit hours and associate's degree	\$1100

- d) All payments under this Section B shall be made annually, on a lump sum basis, on or before June 15th.

8.2. Credits for a course shall only be compensable on the condition that the employee maintains a passing grade in that course.

8.3. Training Hours: Regular full-time Town of Ipswich Fire Department employees may be allowed forty (40) hours of paid training as overtime permits and with advanced approval from the Chief. Additional training classes must be consistent with Massachusetts Fire Academy or National Fire Academy curricula and/or national standards.

8.4. Special Qualifications: In the interest of keeping a reasonable balance of trained personnel and to foster the continuing educational endeavors of the members of the Ipswich Fire Department, the Town herewith agrees to the following pay incentives:

- a) Arson investigation or photography - \$900.00 per year. Eligibility is based upon being trained by the Department of Public Safety or other recognized agency. Only one qualified employee shall be granted the incentive allowance in each skill. An employee assigned to receive initial arson investigator training shall be provided leave similar to that provided an employee assigned to the Fire Academy.

- b) Emergency Medical Technician (EMT) – Qualified employees shall be paid from EMT pay scale (see Appendix A) effective July 1, 2014.
 - i. Whenever feasible, at the direction of the Chief, optional EMT recertification training for emergency medical technicians (EMT's) currently certified shall be scheduled for said personnel during their duty shifts.
 - ii. For the purposes of optional EMT recertification, those minimum hours of training necessary for recertification in excess of first responder refresher training shall be approved in advance and shall be scheduled by the Chief.
- c) Hazardous Material Duty – Qualified employees shall be paid from HAZMAT pay scale (see Appendix A) effective July 1, 2014.

Article Nine: Grievance, Arbitration Procedure

9.1. Any grievance or dispute that may arise between the parties, with respect to the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Step 1. The representative of the Association, with or without the aggrieved employee, at the choice of the aggrieved employee, shall present the grievance, in writing, to the Chief of the Department within twenty-one (14) calendar days after the employee knew or had reason to know of the factual basis for the grievance. The Chief of the Department shall respond, in writing, to the representative of the Association within three (3) management working days.

Step 2. If the grievance has not been settled, it shall be presented, in writing, to the Town Manager within three (3) management working days after the response of the Chief is due. The Town Manager shall respond within seven (7) management working days. If the Town Manager is absent for any reason within the seven (7) day period, that period will be extended by the number of days that the Town Manager is absent.

Step 3. If the grievance is still unsettled, either party may, within fifteen (15) management working days after the written reply of the Town Manager is due, by written notice to the other party, request arbitration. The arbitration proceeding shall be conducted by a single arbitrator who shall be selected in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

9.2. The decision of the arbitrator shall be final and binding upon the parties to the extent permitted by the law and the arbitrator shall issue his/her decision, in writing, within thirty (30) calendar days after the conclusion of testimony and argument, and briefs, if any.

9.3. The expenses of the arbitrator's service and the proceedings shall be borne equally by the Town and the Association. However, each party shall be responsible for compensating its own representatives and witnesses.

9.4. In the case of a grievance, the function of the arbitrator is to determine the interpretation and application of specific provisions of this Agreement. There shall be no right in arbitration of a grievance to obtain, and no arbitrator shall have any authority or power to award or determine any change in modification or alteration of, addition to, or deduction from, any of the provisions of this Agreement.

9.5. The time limits provided for herein are mandatory. Any waiver or extension thereof shall not be binding unless such waiver or extension is in writing, signed by an authorized representative of the party who is

granting such waiver or extension and is to be bound thereby. Any grievance not referred to the next step of the grievance and arbitration procedure within the time limits provided for herein shall be deemed an abandonment of the grievance. If an answer is not given within said time limits, the grievance may be referred to the next step. The Employer will make every reasonable effort to answer and attempt to resolve grievances at each step in the grievance and arbitration procedure. In computing management working day time limits, Saturdays, Sundays, and holidays shall not be counted.

9.6. Any matter which is subject to the jurisdiction of the Civil Service Commission, or any Retirement Board established by law, except as otherwise provided in this Agreement, shall not be the subject of arbitration hereunder, except as otherwise provided in General Laws, Chapter 150E, Section 8, in which event arbitration, if so elected by an employee, shall be the exclusive procedure for resolving any grievance involving suspension, dismissal, removal or termination, notwithstanding any contrary provisions of General Laws, Chapter 31, Sections 43 and 46G (as amended by Chapter 393 of the Acts of 1978), and Chapter 32, Section 16. In such matters, an employee shall make his/her election after whatever steps pursuant to Civil Service or Retirement Board law the employee obtains the right to appeal the Town's decision to the Civil Service Commission, or to a Retirement Board. If an employee elects arbitration, any action previously taken by the Town pursuant to Chapter 31 or Chapter 32 will be considered the equivalent of a Step 3 determination; and his/her election in writing will constitute the grievance hereunder.

9.7. An employee who believes that an order given to him/her may violate the contract shall obey the order given to him/her and grieve thereafter, if he/she chooses, unless obedience to the order may impair the safety or health of the employee.

9.8. During their one-year probationary period, employees shall have no right to grieve a disciplinary action or a dismissal.

Article Ten: Interruption of Work

10.1. During the term of this Agreement there shall be neither strikes, slowdowns, refusals to work, nor any other interference with Town Services or Town Administration on the part of the Association.

10.2. The Town may discipline or discharge any employee who is found to be guilty of violating this provision at a hearing conducted for this purpose.

10.3. The Town shall conduct no lockouts of employees.

Article Eleven: Appointment and Promotion

11.1. If and only if Massachusetts General Laws Chapter 31 is applicable and operative in the Town of Ipswich Fire Department, the Town agrees to appoint and promote in accordance with Civil Service law and rules and promotion may be made from the ranks if consistent with said Civil Service law and rules provided in the judgment of the Town there is a candidate or candidates more qualified than other(s) on the Civil Service list(s) provided. If a person is disqualified, the reasons for such disqualification shall be made known to the person disqualified.

11.2. New positions and vacancies to be filled in the Fire Department shall be posted for a reasonable time in advance of appointment at all Fire Houses.

11.3. New Hire Training: It shall be a condition of contractual employment that any employee hired after July 1, 1989, must take and successfully complete the Career Recruit Training Program or its equivalent when so assigned by the Chief. For all new employees hired after the signing of this Agreement, any employee so

assigned shall receive in addition to his/her basic weekly pay, \$75 per week for all-inclusive expenses. All new employees will become Massachusetts Registered EMT's within one year of graduating from the academy. At the discretion of the Chief, the one-year timeframe may be extended based on class availability.

11.4. Promotion to Lieutenant: A member appointed as a new lieutenant will have to take and successfully complete the following training:

- 1) Company Officer 1 (Fire Officer1) within one year of appointment.
- 2) Company Officer 2 within two years of appointment.

Article Twelve: Seniority

12.1. Seniority will be determined by permanent appointment date and test score. The Chief of the Department shall update the Seniority List on January 1 of each year, and immediately post the list on the Station board. Any objections to the Seniority List as posted shall be reported to the Chief of the Department within ten (10) days after the posting or it shall stand approved.

Article Thirteen: Reduction in Force

13.1. If a reduction in force is required due to lack of money, lack of work, abolition of position, or other reason deemed necessary by the Town, the following procedure shall apply. Probationary employees shall be laid off first, but without the recall rights provided for hereafter or any rights under Article 9. Next, employees who have completed their probationary periods shall be laid off by classification in inverse order of seniority. For purposes of layoff and recall, seniority is defined as length of continuous service as a permanent full-time employee (including probationary period, once completed) within the Ipswich Fire Department.

13.2. An employee who is laid off will have recall rights for five years from the date of layoff. Employees who have recall rights, regardless of classification, shall be offered reinstatement in order of seniority before any new employees are hired, except that only a lieutenant who is on layoff may be recalled to a lieutenant's position. An employee in a layoff status for more than six (6) months shall be required to pass a physical examination by a Town-designated physician before being recalled, provided that said employee shall have had a physical examination, at Town expense, by a Town-designated physician within ten (10) days prior to having been placed in layoff status.

13.3. An employee who is designated by the Town to be laid off may, as an alternative to layoff, accept a demotion to the next lower classification if there is an employee in that classification who has less seniority than the employee who is otherwise designated for layoff.

Section 4. The Town retains the right to determine the composition of the work force at any time before, during or after a layoff or recall.

13.5. Nothing in the aforementioned paragraphs shall conflict with Civil Service Layoff Rules and Regulations or the General Laws of the Commonwealth of Massachusetts as amended.

Article Fourteen: Holidays

14.1. The following days shall be considered to be paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day

Independence Day	Christmas Day
	Christmas Eve

14.2. Employees shall receive a day's pay for each of the above thirteen (13) holidays whether or not they are scheduled to work such days. Holiday pay is the equivalent of 1/5 of the work week. The holidays aforementioned in section 14.1 of this Article shall be designated by the Town Manager in accordance with the provisions of Chapter 4, Section 7, of the General Laws of the Commonwealth of Massachusetts, as amended. Any amendments made to the holiday schedule by the Town Manager, will be completed prior to March of the applicable holiday year.

Article Fifteen: Vacations

15.1. There shall be paid vacations according to the schedule listed below in this section. For the purpose of this section, a year's service shall be calculated from the employee's date of hire to a full-time position to the anniversary date of his/her date of hire to said full-time position; a full year of service shall be completed before an employee is eligible for paid vacation. After completion of the first year of service, a year's service shall be calculated from the first day of the anniversary month of the employee's date of hire to a full-time position. Vacations shall be chosen by seniority, regardless of rank and according to the provisions of Article 12 of this Agreement. A vacation day shall be a calendar day during which the employee otherwise normally would be scheduled to work a shift. Vacations may be allowed on holidays subject to the limitations in Section 15.2 of this Article.

Vacation Leave Credits

Years of Full-Time Service	Number of Vacation Hours
Completion of one (1) year	120 hours
Completion of five (5) years	180 hours
Completion of ten (10) years	240 hours
Completion of twenty (20) years	300 hours

The parties agree that any disability retirees that are returning to service pursuant to c. 32, sec. 8 shall not receive service credit for those years they were out on disability retirement for purposes of calculating the contractual vacation benefit.

15.2. The number of employees to be granted time off, at any one time for vacation, compensatory time, and non-emergency personal leave, shall be determined by the Chief of the Department. There will be no more than one (1) employee per shift on vacation at any one time. To be eligible to take otherwise unscheduled vacation, an employee must submit to the Chief or other officer-in-charge his/her written request for said leave by 7:00 pm the night before vacation leave is taken on the following day shift, and 7:00 am on the day vacation leave is taken for the night shift, beginning on the same day.

15.3. The vacation list shall be posted from March 1 to April 15. Beginning on March 1 each year the employee with the most seniority on each shift shall have two (2) on-duty days to select their first two (2) weeks' vacation. Thereafter, every two (2) days, the officer on duty shall notify the next senior employee, until all employees have selected their two (2) weeks' vacation (the first two weeks' vacation selected by each employee shall be comprised of an equal number of day shifts and night shifts). If an employee does not select his/her two (2) weeks' vacation within the time allowed, he/she shall be passed by the next succeeding employee on the seniority list for vacation following which he/she shall re-enter the list to select his/her first two (2) weeks' vacation. If an employee chooses to cancel his/her selected vacation leave, the next employee on the seniority

list shall be given the opportunity to change his/her selected leave within the time limit prescribed herein above.

If two or more employees on a given shift have the same length of seniority as defined in Article 12, then previous service in a provisional status or on-call status shall be used to determine which employee has preference in choosing vacations. It shall be the responsibility of the union to police this matter.

15.4. Vacation leave shall not be allowed to be accumulated from year to year, except with written approval of the Town Manager. Effective July 1, 2019 in no case shall more than ninety-six (96) hours be carried forward. Employees may be required to provide written justification for carry over.

15.5. Upon termination of employment, the employee shall receive a payment of vacation leave earned (but not used) prorated from his/her immediately preceding anniversary date of hire to his/her full-time position to the date of his/her termination of employment.

15.6. If termination is caused by death, vacation leave payment shall be made to the designated beneficiary of the employee.

15.7. Vacations shall not be taken in units of less than six (6) hours. Vacation leave taken for one full duty shift shall be charged against earned leave as twenty-four (24) hours, one half tour as twelve (12) hours, and one quarter tour as six (6) hours.

Vacation leave credit taken by the staff lieutenant shall be charged against earned credits at the rate of ten (10) hours for a full shift, and at the rate of ten (10) hours for one-half (1/2) of a shift.

15.8. Except as provided in Article 18, section 18.4, an employee incapacitated for duty because of injury sustained in the performance of his/her duty (including details) shall continue to accrue vacation while on injury leave, provided that an employee on such leave who does not return to work due to death, resignation, retirement, or other termination of employment will not be paid for vacation accrued during the leave period, except that in such circumstances the non-returning employee, or his/her estate in the event of death, shall be paid for any accrued vacation time earned and owed as of the date of the injury.

Article Sixteen: Personal Leave

16.1. An employee shall be granted time off for which he/she will be paid at his/her normal rate to conduct personal business. To be eligible for personal leave, a person shall have completed one (1) year of continuous full-time service. Effective January 1, 2011, Such personal leave shall not exceed forty-eight (48) hours in the time period from an employee's anniversary date of hire to full-time service to the next succeeding anniversary date of said hire. Personal leave taken for one full tour of duty shall be charged against earned leave as twenty-four (24) hours, one half tour as twelve (12) hours, and one quarter tour as six (6) hours. Personal leave must be taken at a minimum of four hours if taking such time creates an overtime fill-in situation. If no overtime fill-in situation is created, then there will be no restriction on the minimum time taken, except that whole hours must be used.

16.2. Personal days may not be carried forward but must be used before the anniversary date of the year in which they are earned.

16.3. The granting of personal leave shall be at the discretion of the Town Manager or his designee. The reason(s) for personal leave requests shall be clearly stated in writing. Except in the case of emergency, a request for personal leave requires seventy-two (72) hours' advance notice to the Town Manager or his designee.

16.4. No employee may take personal leave on the eve, day or night of Thanksgiving Day, Christmas Day or New Year's Day, if it will cause overtime and a replacement cannot be voluntarily obtained to accept that overtime.

Article Seventeen: Bereavement Leave

17.1. In the event of death in the immediate family of an employee, he/she will be granted leave with pay in an amount not to exceed forty-eight (48) hours from death to funeral and such leave shall not be charged to sick leave or vacation leave.

17.2. "Immediate family" shall mean spouse, mother, father, children, grandparents, grandchildren, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents of spouse or a relative living within the employee's household.

17.3. Payment shall be made for a day of absence only if such day is a day on which the employee is scheduled to work.

Article Eighteen: Sick Leave

18.1. The Town will grant sick leave to any employee who absents himself/herself from the job because of personal sickness, quarantine in his/her household, or if his/her presence is needed at home because of family illness, in which last instance the Department Head or Town Manager may require a doctor's certificate.

18.2. To be eligible for sick leave, the employee must properly notify the officer in charge of the station that he/she will not report to work at least one hour before the commencement of his/her tour of duty. All notices should be given as soon as possible to allow time to make necessary adjustments.

18.3. Effective July 1, 2006, each employee shall be credited with sick leave at the rate of fifteen (15) hours per month of service to a maximum of twenty-one hundred (2100) hours.

18.4. Injury Leave & Light Duty:

- a) When a member of the bargaining unit is incapacitated from duty because of injury or illness sustained in the performance of duty (including details) without fault of his/her own, he/she shall be granted leave without loss of pay in accordance with Massachusetts General Laws Chapter 41, Section 111E and will be indemnified for reasonable and customary expenses in accordance with Massachusetts General Laws Chapter 41, Section 100, subject to the following provisions herein below:
 - i. An employee who suffers an alleged work-related illness or injury shall notify his/her supervisor of the illness or injury in writing by the end of the shift on which the illness/injury occurred, or as soon as the employee is aware of the injury.
 - ii. Whether or not medical attention is then sought, the employee shall submit a complete written report, with respect to the circumstances of the illness or injury, to his/her supervisor and to the Fire Chief.
 - iii. The employee's supervisor shall provide the Fire Chief with a detailed report of the circumstances that, in his/her opinion, gave rise to the illness or injury. The Fire Chief (and/or the Town Manager) may require additional reports if necessary.
 - iv. The Fire Chief, after consultation with the employee's supervisor, shall recommend to the Town Manager whether or not the employee shall be placed on injury leave status.
 - v. If the Town Manager does not determine from the reports that injury leave is justified, he/she may require the submission of a medical statement from the employee's physician on the question of causation. If after having received said statement, the Town Manager

does not grant injury leave, the Town Manager may require the employee to submit to a physical or psychological examination, at the Town's expense. If the employee's doctor and the Town's doctor disagree as to causation, they shall thereupon jointly designate a physician agreeable to both who, at the Town's expense, shall examine the employee and render a written medical opinion on the question of causation, copies of which shall be transmitted by him to the Town's doctor, the employee's doctor, the employee, and the Town Manager. In the event of their inability to agree on a third physician, a physician shall be jointly selected by them from a list or panel of physicians suggested by the commissioner of Public Health for the Commonwealth of Massachusetts, in cooperation with the parties hereto, in which, event such physician, at the Town's expense, shall so examine the employee and render his/her opinion on the question of causation, copies of which shall be transmitted by him to the Town's doctor, the employee's doctor, the employee, and the Town Manager. The opinion of the third physician shall be final and binding on the parties.

- vi. Pending the decision of the Town Manager or, in the event of a dispute with respect to the issue of causation, pending receipt of the opinion of the third physician, the employee shall be placed on paid administrative leave. Once a determination with respect to the issue of causation has been made (either by the Town Manager to justify injury leave, or by the doctor(s) to substantiate injury leave or sick leave), the employee shall be placed in the appropriate leave status retroactive to the date of injury.
- vii. The employee shall be required to provide medical information release forms from all relevant medical providers regarding the specific work-related illness or injury.
- viii. The Town or its designated occupational health consultant shall review all requests for indemnification of medical expenses and shall make payment for reasonable and customary charges.
- ix. An employee who has been determined by the Town to be eligible for injury on duty benefits (hereinafter "IOD") shall have such benefits terminated if any of the following events occurs:
 1. The employee returns to full duty or limited duty (except that the Town will continue to apply for reasonable and customary medical expenses after the employee has returned to work.)
 2. The employee retires or is pensioned in accordance with Massachusetts General Laws.
 3. The employee fails to comply with all obligations set forth herein.
 4. The employee resigns from the department.
 5. The employee is terminated for cause, unrelated to his/her injured on duty status and in accordance with applicable law.
 6. The employee has been determined "fit" pursuant to subsections b and c of this section. Failure by the employee, without good cause, to appear at a medical examination called pursuant to this section to determine the status of the employee's injury leave shall result in mandatory forfeiture of IOD benefits.
- x. An employee who has been approved for IOD status shall not engage in any gainful employment except as permitted, in advance, by the Fire Chief. Any employee who engages in gainful employment without the express permission of the Chief shall forfeit his/her IOD benefits. Such permission shall not be unreasonably denied.
- xi. When so ordered, an employee who has been approved for IOD benefits shall report for physical/psychological examinations, including Independent Medical Examinations (IME's), at reasonable intervals to determine whether the treatment being received is appropriate and/or whether the employee is still incapacitated.
- xii. An employee who has been approved for IOD status shall comply with all requests for information and/or other medical case management requirements related to the illness or

- injury, as may be presented by the Town or its designated occupational health consultant.
- xiii. The provisions contained in this section shall apply to all new cases, cases on-going as of the date of execution of this Agreement, and to recurrences of cases which initially arose prior to the execution of this Agreement.
 - xiv. Failure to comply with the procedures set forth in this section shall warrant the Town Manager (or his/her designee), after consultation with the Fire Chief, in terminating the employee's IOD status, subject to the employee's right of appeal pursuant to the grievance and arbitration provisions of this Agreement and the applicable provisions of Massachusetts General Laws.
- b) An employee shall be entitled to examination and treatment by a physician of his/her own choice. A doctor designated by the Town may examine the employee as to the employee's fitness to resume full firefighting duty or light duty as described herein. The employee's doctor shall be afforded full opportunity to consult with the Town's doctor as to the employee's fitness to resume full firefighting duty or light duty as described herein.
 - c) If the employee's doctor and the Town's doctor disagree as to such "fitness", they shall thereupon jointly designate a physician agreeable to both, who at the Town's expense, shall examine the employee and render a written medical opinion as to the employee's fitness to resume full firefighting duty or light duty as described herein, copies of which shall be transmitted by him to both the Town's doctor and the employee's doctor. 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 for the Commonwealth of Massachusetts, in cooperation with the parties hereto, upon which event such physician, at the Town's expense, shall so examine the employee and render his/her opinion as aforesaid.
 - d) Pending receipt of such opinion, the Town shall not require the employee to return to duty and shall continue to fully compensate him on paid injured leave for lost time due to any such absence. If the third physician shall determine that the employee is not fit to resume full firefighting duty or light duty as described herein, the employee shall remain on fully paid injured leave status. If the third physician shall determine that the employee is fit to resume full firefighting duty or light duty as described herein, the employee shall be so advised, and shall return to work, failing which he/she shall no longer receive injured leave pay as aforesaid.
 - e) An employee on "Light Duty" may be assigned in uniform to non-suppression duties such as fire prevention activities, fire inspections, street number compliance procedures, hydrant inspections, or firefighter duties within a fire department building; said assignments shall be within the physical capabilities of the employee given due consideration to the employee's state of recovery and physical limitations. Employees on light duty shall be assigned to the day shift only, shall be allowed to attend Massachusetts Fire Academy/National Fire Academy courses, and shall not be counted to meet staffing requirements. Employees may only be assigned to light duty if they are expected to return to full duty within a reasonable time. An Employee injured off the job shall be considered for light duty upon joint agreement between the Town and the employee, on the same basis as an employee injured in the line of duty.
 - f) An employee on injured-on-duty leave status shall accrue paid sick leave and paid vacation leave only during the first nine (9) months of said leave status; if an employee remains on injured-on-duty status in excess of nine (9) months, vacation leave benefits shall neither accrue nor be paid.

18.5. Employees on light duty status shall not be counted to meet staffing requirements; this proviso shall not be construed to imply in any manner whatsoever the applicability of the concept of "minimum manning" for any

purpose whatsoever. Employees may only be assigned to light duty if they are expected to return to full duty within a reasonable period of time. The Town reserves the right to limit the number of employees who may be in a "light duty" capacity at any time. Light duty shall not be assigned as a "punishment" assignment.

"Light duty" shall be performed on a work schedule of forty-two hours, Monday through Friday. An employee injured off the job shall be considered for light duty upon joint agreement between the Town and the employee, on the same basis as an employee injured in the line of duty.

18.6. The Department Head or the Town Manager may, at either's discretion, and upon evidence of suspected abuse, require documentation of reported sickness which included use of sick leave. The Department Head or the Town Manager may, at either's discretion, require documentation of reported sickness which included use of sick leave on the eve, day or night of Thanksgiving Day, Christmas Day or New Year's Day. Medical documentation may also be required for reported sickness after an employee has used one hundred twenty (120) non-consecutive hours of sick leave in a calendar year, beginning January 1 and ending December 31.

18.7. Sick leave may be taken and will be charged against accrued leave at twenty-four (24) hours for a full tour of duty, at twelve (12) hours for a half tour of duty, at six (6) hours. If a person leaves during a tour of duty due to illness, sick leave shall be charged only for the time absent from work.

Sick leave credit taken by the staff lieutenant shall be charged against earned credits at the rate of ten (10) hours for a full shift, and at the rate of five (5) hours for one-half (1/2) of a shift. If a person leaves during a tour of duty due to illness, sick leave shall be charged only for the time absent from work.

18.8. Sick Leave Buy-Back: Regular, full time employees are eligible for the sick leave buy-back program.

- a) Buy-back at retirement: On resignation, retirement or death, within the purview of Chapter 32 of the General Laws of the Commonwealth of Massachusetts, with fifteen (15) years or more of service in Ipswich, an employee will be paid fifty dollars (\$50) for each attendance bonus day he/she has to his/her credit, up to a maximum of one hundred (100) days. The number of attendance bonus days shall be the result of accumulated and unused sick leave days minus the number of days paid for under Section 111F (injured-on-duty leave). Payment shall be made after a reasonable time for purpose of appropriation.

Article Nineteen: Clothing & Equipment Allowance

19.1. The past practice of the Town with respect to furnishing and maintaining articles of equipment shall be continued for the duration of this agreement.

19.2. In the initial year of full-time employment in the Fire Department, the employee's annual clothing and equipment allowance shall be paid in two equal semi-annual installments; the first installment shall be made within thirty (30) days of commencement of full-time employment, in lieu of the next regularly-scheduled semi-annual installment. In any year subsequent to the initial year of full-time employment in the Fire Department, the employee's annual allowance shall be paid in two equal semi-annual installments.

Effective July 1, 2018, the annual clothing allowance in any year, subsequent to the employee's initial year of full-time employment, shall be increased to \$1,500 for all bargaining unit firefighters.

19.3. The regularly scheduled semi-annual cash installments of clothing, equipment, and cleaning allowance shall be made on or before May 15th and November 15th. This allowance shall be treated as a supplemental wage, and shall be subject to all applicable taxes and contributions required to be withheld by operation of federal, state, and/or county statute, law, by-law, or regulation.

19.4. In lieu of receiving cash installments for the clothing, equipment, and cleaning allowance as prescribed in Sections 2 and 3 of this article, an employee may elect, in writing, on or before July 1st of each fiscal year, that said allowance be made in the form of a purchase authorization for use by the employee at a store or stores on a list approved by the Town. Under this optional arrangement, bills shall be sent to the Town and shall be subject to approval by the Fire Chief. All such purchases shall be completed by May 1st of each fiscal year. Any residuum of monies not otherwise utilized by an employee in payment authorization for goods received shall be paid to the employee by the Town in the second semi-annual installment; and said cash payment shall be subject to all applicable taxes and contributions required to be withheld by operation of federal, state, and/or county statute, law, by-law or regulation. Once the residual cash payment is made to an employee who has selected this optional arrangement, no further purchase authorizations shall be issued to, nor bills accepted for payment by the Town in behalf of said employee for the balance of this fiscal year and until the next allowance cycle begins.

19.5. Upon promotion to permanent Lieutenant, the Town shall supply one (1) complete dress uniform as required. Thereafter, maintenance or replacement of same shall be at the employee's expense from the clothing allowance.

19.6. Each employee may maintain a telephone pager for which the Department will have a number, by which said employee can be reached only by the Department. Said pagers may also contain a second number for personal use. The cost of pager service shall be paid by the Town.

Article Twenty: Miscellaneous

20.1. It will be the policy of the Fire Department under appropriate circumstances subject to approval by the Chief of the Department to allow employees to swap tours of duty with each other at no additional cost to the Town.

20.2. A written list of Association officers and other representatives shall be furnished to the Town immediately after their designation and the Association shall notify the Town of any changes.

20.3. The above designated officers of the Association shall be granted reasonable time during working hours, at periods and times which will not interfere with the operations of the Department, and with the approval of the chief of the Department, to investigate and settle grievances, post union notices, or for other authorized activities as set forth in this agreement.

20.4. In the event the Town reassigns an employee on a permanent or interim basis, the Town shall give the employee written notification thereof, if possible, at least forty-eight (48) hours in advance of said reassignment.

20.5. The Association shall be granted a maximum of one hundred twenty (120) hours per calendar year for conferences, conventions or seminars to be expressly utilized by the Association's President or his/her designee for union business only. One person-day is equivalent to one duty shift.

20.6. Bulletin Boards. Announcements shall be posted in conspicuous places where employees enter or leave the premises. The parties to this Agreement, both of whom may use the bulletin boards for notices of routine nature, agree not to post derogatory or inflammatory written material on such bulletin boards.

20.7. The Association agrees that the employees owe their first work allegiance to the safety of the inhabitants of the Town of Ipswich and are expected to respond promptly if called in under emergency conditions.

20.8. Should any provision of this Agreement be found to be in violation of any Federal or State law or Civil Service rule by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

20.9. Access to Premises. The Employer agrees to permit duly authorized representatives of the Association and its affiliate I.A.F.F., to enter the premises at reasonable times for individual discussion of working conditions with employees, provided such representatives do not interfere with the performance of duties assigned to the employees.

20.10. Wherever the terms "Chief", "Head of the Department" and "Department Head" appear, throughout this Agreement, they shall mean the Fire Chief, or, alternatively, an official designated by the Town Manager.

20.11. Approved Time off, Compensatory time off, or Personal Leave under Article 15 shall be taken at a minimum increment of four (4) hours if the taking of such time creates an overtime fill-in situation for the Town. In the event that no overtime situation is created, then there shall be no restrictions on the minimum time increment to be taken except that full hours must be utilized.

To be eligible to take otherwise-unscheduled compensatory time off, an employee must submit to the Chief or other officer-in-charge his/her oral request for said leave at least one (1) hour before commencement of the shift from which leave is requested to be taken.

20.12. There shall be a \$1,000.00 payment made to an employee (or his/her designated beneficiary or his/her estate in the case of death) who retires on superannuation from the Department pursuant to the provisions of Massachusetts General Laws, Chapter 32, or who dies while employed by the Department.

20.13. The Association agrees to the implementation of the Department of Public Safety Reorganization.

20.14. If the Town has a good faith belief that an employee may not be fit to perform his or her duty, it may require the employee to provide medical documentation from his/her physician as to the employee's fitness to perform. The employee shall have one week to submit such documentation. At the end of one week, the Town may require the employee to be examined by a physician designated by the Town. If, as a result of this process, the Town determines that the employee was fit for duty, any sick leave taken by the employee as a result of the Town's actions based on said good faith belief shall be restored to the employee's accumulated sick leave bank.

20.15. Family Medical Leave & Small Necessities Leave: Notwithstanding anything in this agreement to the contrary, any unit member may exercise his or her rights to take Family and Medical Leave pursuant to the Family and Medical Leave Act of 1993 ("FMLA"), or to take Small Necessities Leave pursuant to the Massachusetts Small Necessities Leave Act ("SNLA"). The FMLA is a federal law that provides for up to 12 weeks of unpaid leave each year for the birth, adoption or placement of a child, or the serious health condition of the employee or an immediate family member. The SNLA is a state law that provides up to 24 hours per year of unpaid leave to attend to certain responsibilities regarding the education of the employee's child, or the placement of an older relative in a nursing home. Paid leave may be substituted for unpaid leave under certain circumstances. In the event that an employee qualifies for Family and Medical Leave, the Town has the right to designate sick or other leave as Family or Medical leave in accordance with the Family and Medical Leave Act. The Town shall have the right to establish rules and regulations concerning the use of Family and Medical Leave and Small Necessities Leave that are consistent with those laws.

Article Twenty-One: Employee Files

21.1. No material originating from the employer relating to an employee's conduct, service, character, or personality shall be placed in the personnel files unless the employee has had the opportunity to read the

material. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed. Such signature does not necessarily indicate agreement with its contents, but merely signifies that the employee has read the material to be filed.

21.2. The employee shall have the right to answer any material filed, and his/her answer shall be attached to the file copy.

21.3. Any employee shall have the right, on request at reasonable times, in the discretion of the Town Manager, to examine all material in his/her personnel file. A copy of such material shall be furnished to the employee at his/her request.

Article Twenty-Two: Indemnification

22.1. The Town shall defend all civil actions brought against an employee, subject to the additional provisions of this Article. The Town shall indemnify employees from personal financial loss and expenses, including legal fees and costs, if any, in an amount not to exceed \$1,000,000 arising out of any claim, action, award, compromise, settlement or judgment by reason of an intentional tort, or by reason of any act or omission which constitutes a violation of the civil rights of any person under any federal or state law, if such employee at the time of such intentional tort or such act or omission was acting within the scope of his/her official duties. No such employee shall be defended or indemnified if he/she acted in a grossly negligent, willful, or malicious manner.

22.2. In the event that any employee is charged with committing a criminal offense in the course of his/her work performance and while on duty, the Town may, in its sole discretion, provide legal counsel to and defend such employee in the District and Superior Courts, at its expense. If the Town elects not to provide legal counsel to and defend such employee, and such employee is subsequently found not guilty of such accusations in a court or by an authorized clerk of such court, the Town will reimburse such employee for reasonable attorneys' fees and witness fees, if any, incurred by such employee in defending himself/herself against such charges. Such payment will be made after review by the Town Counsel of the Town. Prevailing area legal rates shall apply.

22.3. The preceding sections will not apply to legal actions where a complainant or an adverse party is a member of the Ipswich Fire Department. In the event of such action, the Town shall exercise sole and exclusive discretion concerning whether or not to defend and/or indemnify such employee. This section shall not be subject to the grievance procedure of the Agreement. All employees retain all rights under Massachusetts General Laws, Chapter 258A, as amended.

Article Twenty-Three: Health & Safety

23.1. The Fire Department and its employees shall cooperate in matters of safety, health and sanitation affecting the employees. The Town shall furnish, within ninety (90) days of the commencement of full-time employment of any member, new personal protective equipment including bail out equipment, coat, pants, leather boots, helmet, gloves, and hood. The Town shall furnish all other personal safety equipment that shall be worn in the performance of duties as required by the Chief, including a S.C.B.A. mask. In keeping with current practices, items of equipment issued pursuant to the provisions of this Section shall remain the property of the Town.

23.2. The Town will maintain in effect for the duration of this Agreement an indemnity health insurance plan with premiums equally divided between the Town and the employees, provided sufficient subscribership is sustained to enable said plan to be offered; additional insurance may be elected by the employee at his/her own expense. In addition, the Town shall provide one or more health maintenance organization (HMO) plans, as alternatives to the indemnity plan, with premiums to be divided between the Town and the employees in accordance with state law.

Effective January 1, 2011, the plans (and Town contribution rates) are:

<u>Plan</u>	<u>Town Contribution</u>	<u>Employee Contribution</u>
<u>PPO Blue Options</u>		
Family	65%	35%
Individual	65%	35%
<u>HMO-Blue Options</u>		
Family	65%	35%
Individual	65%	35%

The town agrees to create a Health Reimbursement Account to cover the cost of employee co-payments for hospital in-patient services.

In the event it becomes impossible or impractical to maintain either or both of these HMO plans, the Town, after consultation with the Association, will select an alternative HMO plan(s) that is (are) available and is (are) reasonably equivalent in benefits and costs to the discontinued plan(s).

Any dispute concerning eligibility for a payment of benefits under any group health insurance plan maintained by the Town shall be settled in accordance with the terms thereof with the carrier and shall not be subject to arbitration hereunder.

23.3. Employee Assistance Plan:

- a) The Town and the Association recognize that the employees are the greatest asset to and key to the success of the Town. The Town and the Association also recognize there are a range of human problems which may affect employees' job performance, arising from family crises, emotional, financial and/or substance abuse difficulties, which may manifest themselves in deteriorated work performance. In such instances, the Employee Assistance Plan (EAP) may be utilized by employees and the Town as a corrective measure.
- b) The Town shall provide an EAP for the life of this Agreement, access to which Plan shall be free of charge and on a confidential basis to all employees covered under this Agreement, for up to three visits with the EAP Coordinator. The scope of functions of the Coordinator shall be to determine the nature of the problem and identify appropriate mechanisms for resolving it; identify suitable resources for problem resolution and facilitate access to these resources; and counsel supervisors in the early identification of employee problems and appropriate methodologies for dealing with troubled employees. For issues beyond the scope of the Coordinator and which must be referred to an outside agency, the employees (or their health insurance plan) shall be responsible for the costs of the service to which they have been referred.
- c) Any employee who has a personal problem which he/she believes could be resolved through the EAP may contact the EAP Coordinator directly for assessment and referral. Any information given to the Coordinator or the outside agency shall be held in the strictest of confidence.
- d) In the event a supervisor determines that an employee's performance might be improved through counseling with the EAP, he/she may recommend consultation with the EAP Coordinator. In such circumstances the EAP Coordinator shall not share any information, arising from the referral, with the supervisor. Referral to the EAP will not necessarily suspend any disciplinary action otherwise

contemplated or commenced.

- e) In the event previous efforts to encourage an employee to improve his/her work performance have been unsuccessful, the Chief or the Public Safety Director may make a mandatory referral to the EAP. Such mandatory referrals are appropriate only if it appears that an employee either cannot or will not take the necessary steps to correct deteriorated work performance. All mandatory referrals require advance written approval by the Town Manager. A mandatory EAP referral shall be the last resort prior to termination of an employee. In such circumstances, the EAP Coordinator shall share with the Chief or the Public Safety Director whether or not the employee has made and kept an initial appointment and followed through on referrals provided by the Program. The fact that a mandatory referral has been made (and that fact only) shall be noted in the employee's personnel file.
- f) This EAP is a strictly confidential service provided to Town employees. Documentation of visits is not maintained (other than the keeping of a mandatory referral appointment) as part of official personnel files. There is no risk of job loss as a result of an employee's participation in the EAP. Time spent with the EAP Coordinator is considered work time for pay purposes; any time spent with an outside referral agency shall be covered by accrued sick leave, personal or annual leave, or shall be unpaid.

23.4. The Town shall provide a voluntary inoculation program for Hepatitis-B for all employees, and shall utilize the services of the Town's group health insurance carrier for this program. In the event an employee does not participate in the Town's group health program and is unable to secure inoculation for Hepatitis-B under the same terms and conditions as under the Town's health insurance plan (s), then the Town will agree to pay for such inoculation (or for the difference in costs for such inoculation in the event there is a difference in deductibles between the Town's plan and the other plan of which the employee is a member.

23.5. Any member of the Association may participate in the Town's voluntary physical fitness program. Prior to commencing participation therein, an employee must undergo a physical examination, at the employee's expense, and be granted written medical authorization to participate in an exercise program. As part of participation in the program, an employee shall regularly perform physical exercises during his/her duty shift.

Annually each participating employee shall be examined by the Town's designated physical fitness coordinator, and if he/she is found to have met his/her physical fitness goals, shall be granted one-half (1/2) day (i.e., 12 hours) of additional paid leave at a time to be mutually agreed upon by the employee and the Town.

Each employee shall be given a fifty (\$50.00) dollar cash allowance, in his/her initial year of employment with the Town, for the purchase of athletic clothing and/or equipment. Annually the Fire Department shall budget two hundred (\$200.00) dollars for physical fitness supplies and equipment.

Article Twenty-Four: Substance Abuse

24.1. The purpose of this program is to establish the fact that the Town of Ipswich and its Employees have the right to expect a drug free environment in the workplace, including the misuse/abuse of prescription medicine, non-prescription steroids and medical marijuana in the workplace. The main emphasis of the program is not to be punishment, but of counseling and rehabilitation of Employees with a problem of alcoholism or drug dependency. However, where job misconduct forms the basis for reasonable suspicion testing under this Article, the Town reserves the right to discipline the employee for his/her misconduct.

24.2. Random testing of employees shall be permitted on an annual basis. The Town and Union shall establish a mutually agreed upon policy regarding drug and alcohol testing. The committee shall meet no later than January 31, 2019 and conclude their work by February 28, 2019.

When there is both reason to suspect drug or alcohol use and evidence that this suspected use is affecting job performance immediate testing shall be permitted based upon the reasonable suspicion standard herein provided.

24.3. The Town shall provide a suspected employee and the Union with a written report evidencing reasonable suspicion no later than twenty-four hours after the suspected employee is directed to submit to drug testing.

24.4. The Employee shall be provided with a test sample at the time drug testing is conducted. Drug testing to be performed is to be of the more expensive and accurate nature, so as not to subject the employee to the stress and embarrassment of a possible false positive result from the less expensive test.

24.5. The parties shall ensure the confidentiality of the testing process and results. Access to information about the tests shall be limited to the Employee and only members of management and union officials with a compelling need for this information.

25.6. The following information shall be provided an Employee directed to undergo a drug test:

- (a) A copy of the testing program procedures.
- (b) A description of the sample gathering protocol.
- (c) A list of tests to be used.
- (d) The name and location of the laboratories to be used.
- (e) The test results in writing with an explanation of what the results mean.

24.7. The directive to submit a drug test sample shall be based upon facts sufficient to constitute reasonable suspicion of controlled substance use. Reasonable suspicion must be based on articulable facts, rather than a mere hunch. The following are representative but not all-inclusive examples of circumstances causing reasonable suspicion.

- (a) An employee deemed by his/her supervisor to be experiencing significant performance deficiencies.
- (b) An employee experiencing excessive vehicle, equipment or personal accidents.
- (c) An employee exhibiting behavior inconsistent with previous performance. An employee who exhibits irritability, mood swings, nervousness, hyperactivity or hallucinations.

Objective facts that shall be used in evaluating an employee's condition include but are not limited to:

- (a) Balance sure/unsure/questionable
- (b) Walking steady/unsteady/questionable
- (c) Speech clear/slurred/questionable
- (d) Attitude cooperative/uncooperative/questionable
- (e) Eyes clear/bloodshot/dilated/constricted/questionable
- (f) Odor of Breath none/strong/questionable

24.8. Rehabilitation programs shall be mandatory for employees with confirmed positive results or for any Employee admitting drug and/or alcohol abuse. Employees who successfully complete a rehabilitation program approved by the Town shall be guaranteed no disciplinary action and a one-time only right to return to their job. Available sick leave may be utilized to accommodate participation in an approved rehabilitation program.

24.9. It is the intention of this article that an Employee who is found to test positive on the drug and/or alcohol screening shall be treated within the Employer/Employee relationship. It is incumbent upon the Employee to submit a proposal to the Town to be reviewed by the physician designated by the Town for approval. It is the intention that such proposal includes a drug and/or alcohol rehabilitation clinic, whether on an out-patient or in-

patient basis. The Employee may utilize sick days for such in-patient programs. Leaves of absence without pay for such reasonable periods will be allowed if the employee has no other accrued leave available. The Employee shall be expected to comply with all the requirements and regulations of the substance abuse rehabilitation clinic and the failure to abide by all such conditions and requirements shall be a basis for termination of employment.

24.10. The Employee agrees to submit a random urinalysis testing at the discretion of the Town for a period of one (1) year after returning to work after commencing said program. If any test during such time yields a positive result, the Employee shall be immediately subject to disciplinary action which may be termination of employment.

24.11. The Town shall bear all costs of testing. The Town will assist the employee with rehabilitation programs available through any existing employee assistance program.

24.12. It is agreed that the Parties will make every effort to protect privacy and confidentiality.

Article Twenty-Five: Total Agreement

The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and they, therefore, agree that negotiations will not be reopened on any item, whether contained in this Agreement or not, during the life of this Agreement except as specifically contained in this Agreement.

Article Twenty-Six: Operation & Duration

25.1. The Town and the Association recognize and agree that the execution, effective date and implementation date of this Agreement is dependent upon and subject to Section 11(d) of Chapter 620 of the Acts of 1966 (the Charter of the Town of Ipswich) and Massachusetts General Laws, Chapter 44, Section 31. In the event that the Town Meeting of the Town fails or refuses to make any appropriation necessary to fund this Agreement, the Town and the Association agree that this Agreement shall be null and void in its entirety, of no force and effect whatsoever for any purpose, and that all of the subject matters of this Agreement shall be subject to further collective bargaining by the Town and the Association.

25.2. This Agreement shall take effect and shall be and remain in full force and effect from July 1, 2019, until June 30, 2022, and shall then remain in full force and effect until replaced by an operable successor agreement.

25.3. Should the Association desire to negotiate a new collective bargaining agreement to succeed this Agreement upon its expiration, it will notify the Town by written notice to the Town Manager not later than September 15, 2021. Upon receipt of such notice, the parties shall make arrangements to commence negotiations not later than October 15, 2021.

Signature Page:

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT
THIS _____ DAY OF _____ 2018.

TOWN OF IPSWICH

IPSWICH FIRE FIGHTERS

BY: _____
Anthony Marino
Town Manager

BY: _____
Sean Cronin
Negotiating Committee
Local 1913 IAFF

BY: _____
Mary Gallivan
Human Resources Manager

Brett Emerson
Negotiating Committee
Local 1913 IAFF

Gus McInnis
Negotiating Committee
Local 1913 IAFF

Jeffrey Stone
Negotiating Committee
Local 1913 IAFF

APPENDIX A: Salaries

Effective July 1, 2019 (FY2020).....1.5% general wage increase

Effective July 1, 2020 (FY 2021).....2% general wage increase

Effective July 1, 2021 (FY2022).....2.5% general wage increase

Firefighter July 1, 2018 (FY2019)					
Firefighter Grade	Step 1	Step 2	Step 3	Step 4	Step 5
Firefighter 1	\$ 55,608.22	\$ 57,650.40	\$ 59,676.58	\$ 62,017.25	\$ 64,497.95
Firefighter 2 - EMT	\$ 57,022.41	\$ 59,604.59	\$ 61,090.57	\$ 63,431.45	\$ 65,968.71
Firefighter 3 - HAZMAT	\$ 56,060.76	\$ 58,102.94	\$ 60,128.92	\$ 62,469.80	\$ 64,968.59
Firefighter 4 - EMT & HAZMAT	\$ 57,474.96	\$ 59,517.13	\$ 61,543.11	\$ 63,883.99	\$ 66,439.35

Firefighter July 1, 2019 (FY2020) 1% Increase					
Firefighter Grade	Step 1	Step 2	Step 3	Step 4	Step 5
Firefighter 1	\$ 56,164.30	\$ 58,226.90	\$ 60,273.35	\$ 62,637.42	\$ 65,142.93
Firefighter 2 - EMT	\$ 57,592.63	\$ 60,200.64	\$ 61,701.48	\$ 64,065.76	\$ 66,628.40
Firefighter 3 - HAZMAT	\$ 56,621.37	\$ 58,683.97	\$ 60,730.21	\$ 63,094.50	\$ 65,618.28
Firefighter 4 - EMT & HAZMAT	\$ 58,049.71	\$ 60,112.30	\$ 62,158.54	\$ 64,522.83	\$ 67,103.74

Firefighter January 1, 2020 (FY2020) 1% Increase					
Firefighter Grade	Step 1	Step 2	Step 3	Step 4	Step 5
Firefighter 1	\$ 56,725.95	\$ 58,809.17	\$ 60,876.08	\$ 63,263.80	\$ 65,794.36
Firefighter 2 - EMT	\$ 58,168.56	\$ 60,802.64	\$ 62,318.49	\$ 64,706.42	\$ 67,294.68
Firefighter 3 - HAZMAT	\$ 57,187.58	\$ 59,270.81	\$ 61,337.51	\$ 63,725.44	\$ 66,274.46
Firefighter 4 - EMT & HAZMAT	\$ 58,630.21	\$ 60,713.42	\$ 62,780.13	\$ 65,168.06	\$ 67,774.78

Firefighter July 1, 2020 (FY2021) 2% Increase					
Firefighter Grade	Step 1	Step 2	Step 3	Step 4	Step 5
Firefighter 1	\$ 57,860.46	\$ 59,985.36	\$ 62,093.60	\$ 64,529.07	\$ 67,110.25
Firefighter 2 - EMT	\$ 59,631.93	\$ 62,318.70	\$ 63,864.86	\$ 66,300.55	\$ 68,940.57
Firefighter 3 - HAZMAT	\$ 58,331.33	\$ 60,456.23	\$ 62,564.26	\$ 64,999.95	\$ 67,599.95
Firefighter 4 - EMT & HAZMAT	\$ 60,102.81	\$ 62,227.69	\$ 64,335.73	\$ 66,771.42	\$ 69,430.28

Firefighter July 1, 2021 (FY2022) 2.5% Increase					
Firefighter Grade	Step 1	Step 2	Step 3	Step 4	Step 5
Firefighter 1	\$ 59,306.98	\$ 61,484.99	\$ 63,645.94	\$ 66,142.30	\$ 68,788.00
Firefighter 2 - EMT	\$ 61,272.73	\$ 64,026.66	\$ 65,611.48	\$ 68,108.06	\$ 70,814.09
Firefighter 3 - HAZMAT	\$ 59,789.62	\$ 61,967.63	\$ 64,128.37	\$ 66,624.95	\$ 69,289.95
Firefighter 4 - EMT & HAZMAT	\$ 61,755.38	\$ 63,933.39	\$ 66,094.12	\$ 68,590.70	\$ 71,316.03

Lieutenant July 1, 2018 (FY2019)

Lieutenant Grade	Step 1	Step 2	Step 3
Lieutenant 1	\$ 68,789.89	\$ 71,945.76	\$ 74,823.59
Lieutenant 2 - EMT	\$ 70,204.07	\$ 73,359.95	\$ 76,294.35
Lieutenant 3 - HAZMAT	\$ 69,242.43	\$ 72,398.30	\$ 75,294.23
Lieutenant 4 - EMT & HAZMAT	\$ 70,656.62	\$ 73,812.50	\$ 76,765.00

Lieutenant July 1, 2019 (FY2020) 1% Increase

Lieutenant Grade	Step 1	Step 2	Step 3
Lieutenant 1	\$ 69,477.79	\$ 72,665.22	\$ 75,571.83
Lieutenant 2 - EMT	\$ 70,906.11	\$ 74,093.55	\$ 77,057.29
Lieutenant 3 - HAZMAT	\$ 69,934.85	\$ 73,122.28	\$ 76,047.17
Lieutenant 4 - EMT & HAZMAT	\$ 71,363.19	\$ 74,550.63	\$ 77,532.65

Lieutenant January 1, 2020 (FY2020) 1% Increase

Lieutenant Grade	Step 1	Step 2	Step 3
Lieutenant 1	\$ 70,172.57	\$ 73,391.87	\$ 76,327.54
Lieutenant 2 - EMT	\$ 71,615.17	\$ 74,834.48	\$ 77,827.87
Lieutenant 3 - HAZMAT	\$ 70,634.20	\$ 73,853.51	\$ 76,807.64
Lieutenant 4 - EMT & HAZMAT	\$ 72,076.82	\$ 75,296.13	\$ 78,307.98

Lieutenant July 1, 2020 (FY2021) 2% Increase

Lieutenant Grade	Step 1	Step 2	Step 3
Lieutenant 1	\$ 71,576.02	\$ 74,859.71	\$ 77,854.10
Lieutenant 2 - EMT	\$ 73,347.48	\$ 76,631.17	\$ 79,684.42
Lieutenant 3 - HAZMAT	\$ 72,046.89	\$ 75,330.58	\$ 78,343.80
Lieutenant 4 - EMT & HAZMAT	\$ 73,818.35	\$ 77,102.05	\$ 80,174.14

Lieutenant July 1, 2021 (FY2022) 2.5% Increase

Lieutenant Grade	Step 1	Step 2	Step 3
Lieutenant 1	\$ 73,365.42	\$ 76,731.20	\$ 79,800.45
Lieutenant 2 - EMT	\$ 75,331.16	\$ 78,696.95	\$ 81,826.53
Lieutenant 3 - HAZMAT	\$ 73,848.06	\$ 77,213.84	\$ 80,302.39
Lieutenant 4 - EMT & HAZMAT	\$ 75,813.81	\$ 79,179.61	\$ 82,328.49

Section 1. A fire fighter appointed to provisional status shall receive the Step A rate of pay as listed in Section 2 herein below for the entire duration of his/her provisional status.

Section 2. Drawn from the salary schedule set out herein below, weekly pay shall be computed as annual pay divided by two hundred sixty-two (262) (days) times five (5) (days); hourly pay for overtime purposes shall be computed as annual pay divided by two thousand two hundred and eight-tenths (2200.8) hours, and holiday pay shall be computed as weekly pay divided by five (5).

Section 3. The permanent fire fighter pay plan is a four (4) step plan with the first step being the normal hiring rate. This hiring rate may be in effect for three (3) to nine (9) months. Normally, other increases will be based on merit and twelve (12) months in step.

Example: If the maximum of an employee in grade is \$18.847 per hour, the minimum or starting rate is \$16.899 per hour.

Nothing in this Agreement shall prevent the Town Manager in his/her discretion upon recommendation of the Department Head, from giving step increases sooner than required by the Pay Plan.

Effective July 1, 2020, a \$300 amount shall be added to all Appendix A EMT salary schedule columns. Effective July 1, 2021, a \$150 amount shall be added to all Appendix A EMT salary schedule columns.

Beginning July 1, 2017, a Firefighter is eligible for Step 5 of his/her salary column placement after having been at Step 4 for twelve (12) months.

Section 4. Acting Officer: In the absence of a Lieutenant on duty, the senior firefighter on duty must assume the shift officer's responsibilities if no other employee is willing to assume same. Any firefighter who assumes the responsibility for Acting Officer shall be compensated at the additional rate of \$1.40 per hour for, and only for all such hours actually worked. Any fire fighter who, in the absence of an officer of Lieutenant's rank, assumes the responsibility for that position in an out-of-grade capacity, shall be compensated at the additional rate of \$1.40 per hour for all such hours worked. In the absence of a permanent or provisional Lieutenant on duty, the senior fire fighter on duty must assume shift officer responsibility if no other employee is willing to assume the acting officer's position.

An employee who is appointed to be an Acting Lieutenant shall be paid the Acting Lieutenant stipend only for those hours actually worked in that capacity. An employee who is appointed to be Acting Chief who is absent from duty for at least one-half of a pay period of the appointment for any reason except line-of-duty injury, shall not receive the Acting Chief's stipend for said period.

Section 5. Acting Chief: A Lieutenant who is appointed as Acting Chief for five or more consecutive workdays shall be paid at the Chief's rate of pay for those workdays. Said Lieutenant shall adjust his/her work schedule to be on duty during the Chief's regular work hours. That Lieutenant shall be given 48 hours' notice prior to the appointment to adjust his/her work schedule. The Lieutenant shall be ineligible for overtime during the period that he/she is Acting Chief.

A Lieutenant who is appointed to be Acting Chief for one (1) to four (4) consecutive work days shall receive, in addition to his/her regular weekly pay, an additional stipend of \$50 for each day as Acting Chief. During the term of such appointment, the Lieutenant may not take vacation, personal leave or compensatory time off without written permission of the Town Manager. The Acting Chief shall assume the responsibilities of the Chief for each full calendar day for the term of the appointment.

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