



COLLECTIVE BARGAINING AGREEMENT

**BETWEEN THE
CITY OF FITCHBURG**

AND

**THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS/LOCAL 3128
FITCHBURG PERMANENT FIRE FIGHTERS**

FISCAL YEARS

JULY 1, 2019 – JUNE 30, 2020

JULY 1, 2020 – JUNE 30, 2021

JULY 1, 2021 – JUNE 30, 2022





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**THIS CONTRACT SHALL COVER THE PERIOD FROM
JULY 1, 2019 TO JUNE 30, 2022**



PREAMBLE

This Agreement is entered into by the **City of Fitchburg, Massachusetts**, herein after referred to as the **"Employer"** or the **"City"**, and the **International Association of Firefighters, Local 3128**, herein after referred to as the **"Union"**, has as its purpose the promotion of harmonious relations between the Employer and the Union, 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 terms conditions of employment insofar as the same may be permissible by law.

ARTICLE 1
RECOGNITION AND SCOPE

Section 1.1 **RECOGNITION**

The City hereby recognizes the Union as the exclusive representatives for the purposes of collective bargaining with respect to wages, hours, standard of productivity, performance and any other terms or conditions of employment for all permanent firefighters, HMER/EVT(s), Lieutenants and Captains, excluding the Chief of the Department, Deputy Chiefs and any other employees of the Department and all other employees of the City. Throughout this Agreement, Firefighters or employees of the City shall include all City of Fitchburg Fire Department personnel holding the rank of Private, Lieutenant and Captain.

Section 1.2 **SCOPE**

- a. This Agreement includes all agreements reached by the Parties respecting matters pertaining to wages, hours and other conditions of employment for employees covered by this contract, however, any matter not mentioned in this contract, any matter for which directions are not set forth herein or any matter mentioned in Article 1, Section 2, Paragraph (c), shall be reserved for decision by the City or Department Head, as the case may be, in their full discretion. In the exercises of such discretion, said matters shall not be subject to the Grievance and Arbitration procedures set forth in this Agreement.
- b. Should any provision of this contract or any application of such provision is found to be contrary to law by a Court of competent jurisdiction, such provision and/or application shall have effect only to the extent permitted by law. All other provisions and/or applications contained herein shall continue in full force and effect.

The invalidation of any such provision and/or application by said Court shall be sufficient cause for the Parties to meet to renegotiate such provision and/or application pursuant to the statutory framework for municipal fire contract negotiations.

- c. Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, the City retains, whether exercised or not, all of the authority, power, rights, jurisdiction and responsibility provided by the laws of the Commonwealth of Massachusetts for the control, discretion and management of the City and its work force. However, no such City ordinance and no departmental rule, regulation, order or policy that varies from any provision of this Agreement shall be adopted.

ARTICLE 2
DURATION

This Agreement shall be effective July 1, 2019, except as may be otherwise stipulated, and shall be effective through June 30, 2022. Either Party may, at any time after November 1, 2021, give written notice to the other of its desire to extend or revise this Agreement for the successor period commencing July 1, 2022. If no agreement on the terms of the successor contract is reached by July 1, 2022, this Agreement shall remain in full force and effect on a day to day basis until agreement is reached on the terms of its successor.

ARTICLE 3
WAIVER

Both Parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, and that all subjects have been discussed and negotiated upon and the Agreements contained in this Contract were arrived at after the free exercise of such rights and opportunities. Therefore, the Employer and Union, for the life of this Agreement, each voluntarily and without qualifications, waive the right and each agrees the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

Failure of either Party to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement, shall not be considered as a waiver or relinquishment of the right of either Party to future performance of any such terms or provisions, and the obligation of the Union or the members to such performance shall continue.

ARTICLE 4
AMENDMENTS OF THE AGREEMENT

This Agreement may not be amended except by written mutual agreement of both Parties.

ARTICLE 5
REPRODUCTION OF AGREEMENT

The City agrees to reproduce this Agreement in sufficient quantity so that each Union member may obtain one (1) copy. Such copies shall be distributed within thirty (30) days of the signing of this Agreement.

ARTICLE 6
NO STRIKES

The Union agrees that during the term of this Agreement, neither it, its officers or any member shall engage in, encourage, sanction, support or suggest any strikes, slowdowns, mass resignations, mass absenteeism or other similar action which would involve suspension or interference with the normal work of the Department or of any other City Department. In the event that the Union members participate in such activities in violation of this provision, the Union shall notify those members so engaged to cease and desist from such activities and shall instruct such members to return to their normal duties. Any employee participating in said prohibited activities may be discharged from employment with the City.

ARTICLE 7
EMPLOYEE RIGHTS AND REPRESENTATION

Section 7.1 **COLLECTIVE BARGAINING/SELF-ORGANIZATION**

The Employer agrees not to discharge, discriminate against, interfere with, restrain or coerce any employee because of his/her lawful exercise of rights set forth in Massachusetts General Law (M.G.L.) c. 150E §2.

Section 7.2 **PROTECTION OF CONCERTED ACTIVITIES**

The Employer agrees it will not to discharge, discriminate against, interfere with, restrain or coerce any employee because such employee gives testimony, takes part in grievance procedures or hearings, negotiations or conferences for or on behalf of the Union or any employee.

Section 7.3 **COLLECTIVE BARGAINING NEGOTIATION MEETINGS**

The Union bargaining committee, limited to four (4) members, who are scheduled to work a tour of duty during collective bargaining negotiations, shall be granted leave of absence without loss of pay or benefits for all meetings with the City, its agents or representatives and the Union for the purpose of negotiating the terms of the contract or any supplement thereto.

Article 7, Employee Rights and Representation.

Section 7.4 GRIEVANCE PROCESSING DURING WORK HOURS

No more than four (4) Union officials, designated in advance by the Union to the City shall, during the life of this Agreement, be granted reasonable time during work hours to process and settle grievances, provided that such officials shall first permission from the Fire Chief. Permission may be withheld due to operating requirements, however, such permission may not be unreasonably withheld.

Section 7.5 ROSTER OF UNION STEWARDS AND OFFICERS

The Union shall keep the City informed of any changes to the roster of Stewards and Officers.

Section 7.6 UNION OFFICE SPACE

The City shall continue to make the present space within the Central Fire Station available to the Union to use as office space to conduct Union business.

**ARTICLE 8
RESERVATION OF RIGHTS**

The employees covered by this Agreement shall retain their Civil Service status and all rights accruing to them thereunder which are now in effect, or which may come into effect by subsequent amendment in accordance with M.G.L. c. 31, other Civil Service Laws, Rules and Regulations.

All other benefits and/or rights enjoyed by said employees which are now governed by federal or state laws or by City ordinances shall remain in full force and effect.

**ARTICLE 9
DISCRIMINATION AND COERCION**
{Added FY20 – FY22}

All Parties to this Agreement agree that they shall not discriminate against any person because of race, color, sex, age, disability, religion, national origin, sexual orientation or gender identity. Any claims asserting violations may be resolved pursuant to the provisions under said statute in accordance with or under appropriate state and federal courts and regulatory agencies and not under the grievance and arbitration procedures within this Agreement.

**ARTICLE 10
AMERICANS WITH DISABILITIES ACT**
[Amended FY 20 – FY22]

The parties have attempted to assure that no part of this Agreement will result in unlawful discrimination. In that regard, the parties shall interpret and apply this Agreement and practices in implementation of this Agreement in conformity with the mandatory provisions of the Americans with Disabilities Act. It is understood that individual claims asserting violations of such statute shall be made pursuant to the provisions of such statute and not under the grievance and arbitration procedure of this Agreement.

**ARTICLE 11
RESIDENCY REQUIREMENT**
[Amended FY20 – FY22]

All members covered by this Agreement shall comply with Civil Service Law, M.G.L. c. 31 §58.

ARTICLE 12
PAYROLL DEDUCTION FOR UNION DUES

[Amended FY20 – FY22]

At the election of the employee, the City will deduct Union dues from the employee's wages in such amount as determined by the Union, provided, however, that no such deduction shall be made from an employee's wages, unless the employee has authorized such deduction on an appropriate form, a copy of which shall have been submitted to the City. Such authorization may be cancelled by a sixty (60) day written notice to the City by said employee.

Dues deducted by the City Treasurer in accordance with authorization cards, shall be in the amount of dues in existence at the time of the deduction as certified to the Treasurer of the Union. Increases in said dues shall be made upon the City's receipt of written notification by a duly authorized Union representative. The City Treasurer shall remit the aggregate amount of dues to the Treasurer of the Union or as specified by the Union by the 21st day (or other date, if applicable) of each succeeding month. In the event the Union Treasurer desires to check with the City to determine payroll deductions for Union dues, s/he shall have access to such information.

ARTICLE 13
SENIORITY

Section 13.1 **DEPARTMENTAL AND RANK**

- Seniority, as defined by the Civil Service Laws, Rules and Regulations shall be applicable for all Civil Service purposes;
- Departmental seniority, for all other purposes in this Agreement, exclusive of Civil Service purposes, shall be computed on the basis of total service in the Fire Department, beginning with the date of confirmation by the City Council to the Fire Department;
- Rank seniority, for all other purposes under this Agreement, exclusive of Civil Service purposes, shall be computed on the basis of total service in that rank, beginning with the date of confirmation by the City Council to that particular rank;
- In the event of a layoff period, workforce reduction, demotion, leave of absence or any other form of temporary interruption of employment, with the exception of resignation, neither departmental nor rank seniority shall be lost. Both types of seniority shall continue to accumulate during such employment interruptions;
- The departmental seniority shall regulate, govern and be applicable to employees in the distribution of overtime opportunities and the assignment of employees for Fire Watch Duty, in the manner provided for in this Agreement.

Section 13.2 **SENIORITY LIST**

- The Departmental and Rank Seniority lists shall be updated as of January 1 and July 1 of each year and shall be posted on an appropriate bulletin board within thirty (30) days thereafter. A copy shall be furnished to the Union;
- The departmental accrued vacation, sick leave and personal leave shall be brought up to date as of January 1 and July 1 of each year and shall be posted on an appropriate bulletin board. A copy of such updated list shall be provided to the Union.

ARTICLE 14
GRIEVANCE AND ARBITRATION PROCEDURE

Section 14.1 **DEFINITION OF A GRIEVANCE**

A grievance is a dispute concerning the interpretation, meaning or application of this Agreement or any amendment or supplement thereto, except such disputes concerning such matters as are specifically excluded from the Grievance and Arbitration Procedures by other paragraphs of this Agreement.

Section 14.2 **TIME LIMITS**

The time limits indicated hereunder will be considered maximum unless extended by mutual agreement in writing.

Article 14. Grievance and Arbitration Procedure, continued:

Section 14.3 GRIEVANCE PROCEDURE

Level 1

An employee with a grievance shall consult with the grievance committee, who shall, if the alleged grievance is considered justified, reduce it to writing including a brief statement of facts and deliver one (1) copy thereof to the Chief or his/her designee. A grievance must be submitted in writing within fourteen (14) days of the occurrence of the facts giving rise to it, or within fourteen (14) days of knowledge of the facts underlying the grievance. Failure to submit the grievance in a timely manner shall waive the grievance.

The Chief or his/her designee shall render a decision in writing within seven (7) days from the date the written grievance is submitted. Failure to do so shall be deemed acceptance of the grievance.

The alleged grievance, including cover letter and all documents from the previous levels, shall be hand delivered by the Union to the Mayor's office. The grievance shall be submitted no later than seven (7) days after the date of the previous level decision. Failure to submit the grievance in a timely manner shall waive the grievance.

Level 2

If the decision of the Chief or his/her designee does not resolve the grievance, it shall be forwarded to the Mayor of the City of Fitchburg, together with a written statement from the Chief explaining his/her position, within seven (7) days of the date of the decision of the Chief. A copy of the decision of the Chief shall be forwarded to the Union. Failure to submit the grievance to the Mayor shall waive the grievance. The Grievance Chairman and/or Committee shall submit denied grievance to the Mayor.

The Mayor or his/her designee shall render a decision within fourteen (14) days of the date the grievance is submitted to him/her. The Mayor or his/her designee shall meet with representatives of the Union and the Chief prior to the issuance of a written decision, if the same is requested by either Party. However, if a meeting is requested by either Party, the time within which a decision is due shall be extended to twenty-one (21) days.

Level 3

If the alleged grievance is not resolved by the Mayor's determination, it may be submitted by the Union to the American Arbitration Association, provided that said application for arbitration is no later than thirty (30) days following the date the Mayor's determination is due. Failure to submit the grievance to arbitration with the time prescribed shall waive the grievance.

Section 14.4 ARBITRATION

The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an Arbitrator if they cannot mutually agree upon an Arbitrator.

Any grievance which alleges a violation by the City or any one of its agents of one or more of the provisions of this Agreement, and which has not been settled under the procedures set forth herein, may be submitted by either Party to the American Arbitration Association.

Section 14.5 ARBITRATOR'S AUTHORITY

The Arbitrator so selected will confer with the representatives of the Union and the City and will issue his/her decision, award, and reasons therefor, not later than twenty (20) days from the date of the close of the hearings, or if all the hearings have been waived, then twenty (20) days from the day the final statements have been submitted to him/her.

The Arbitrator will be without power or authority to make any decision or award which violates the common or statutory law of the Commonwealth, or any rules and regulations promulgated thereto. The Arbitrator shall be without power to add

Article 14. Grievance and Arbitration Procedure, Section 14.5. continued:

or subtract from the terms of this Agreement. The Arbitrator shall be without power to require the commission of any act prohibited by law, or which violates any of the terms of this Agreement. The Arbitrator will be without power or authority to render an award or decision concerning any matter which is excluded from the Grievance and Arbitration Procedure of this Agreement. The Arbitrator will be without power or authority to make any decision or award concerning any matter or grievance which occurred or failed to occur prior to the effective date of the agreement.

The decision of the Arbitrator will be final and binding except for review and confirmation as provided by the provisions of M.G.L. c. 150E.

Section 14.6 CHOICE OF REMEDY

The employees covered by this Agreement shall retain Civil Service Status and all rights accruing to them thereunder which are now in effect, or may come into effect by subsequent amendment, in accordance with M.G.L. c. 31 or other Civil Service Laws, rules and regulations. Where an employee elects arbitration, as provided for in this Agreement, as the method for resolving a grievance involving suspension, dismissal, removal, or termination, arbitration shall be the exclusive procedure for resolving such grievance. If the employee elects to pursue one of his/her aforesaid statutory remedies, s/he shall be precluded from having a grievance arising out of suspension, dismissal, removal or termination submitted to arbitration.

ARTICLE 15
SHIFTS AND HOURS OF WORK

[Amended FY19]

Section 15.1 HOURS

Subject to the provisions of M.G.L. c. 48 §58D, the hours of duty of permanent members of the uniformed firefighting force shall be so established by the City that the average weekly hours of duty in any year, other than hours during which members may be summoned and kept on duty due to conflagration or civil emergency, shall not exceed forty-two (42).

Section 15.2 TOURS OF DUTY

The regular work schedule for all members of the bargaining unit who perform firefighting and fire alarm duties shall consist of one (1) 24 hour duty on, followed by three (3) 24 hour tours of duty off, here after "cycle."

The Fire Prevention/Arson Director, Fire Alarm/Communications Director, Fire Prevention Inspector/Investigator, FEMA/Training Director and the Heavy Motor Equipment Repairman/Emergency Vehicle Technician (HMER/EVT) shall work a forty (40) hour work week, consisting of Monday through Friday, 8AM to 4PM. Lunch periods for these four (4) positions shall be at the discretion of the Fire Chief.

Section 15.3 INTERCHANGE OF TOURS OF DUTY

[Amended FY19]

The interchange or "shift swap" of a tour of duty shall be permitted in accordance with the following:

- All requests for shift exchange shall be submitted to the officer in charge; a phone call shall be considered to be sufficient notification;
- Requests for exchanging duty time shall be submitted in advance as soon as possible, with the only exception of extreme emergency;
- Personnel exchanging duty time shall be prepared to assume the primary duties of the employee s/he is covering;
- All duty time shall be repaid with duty time; The employee repaying the duty time has the right to use a personal or vacation shift(s) or compensatory time to serve as time worked, so long as it is in accordance with Article 22, Personal Days Leave, Section 6, subsection b;
- Any employee exchanging duty time contrary to the provisions of this article shall be considered "absent from duty without leave" and shall be subject to disciplinary action and shall be denied the privilege of exchanging duty time for a period of six (6) months.

Article 15, Shifts and Hours of Work, Section 15.3, continued:

It is the duty of the bargaining members to track all swaps owed and swaps accrued between members. The Chief of the department shall determine all interchange of tours of duty to be paid back as of every January 1st, provided all supporting documentation has been submitted to the appropriate parties. The City shall craft a swap time form that will be signed by the employee and his/her supervisor certifying all time has been paid back. Such form shall be submitted to the Chief, Human Resources and the retirement board, as applicable.

ARTICLE 16
FIRE WATCH DUTY

Section 16.1 **ASSIGNMENT**

Whenever any person, company or organization engages in any activity that, in the determination of the Fire Chief, creates a potential hazard within the general jurisdiction of the Fire Department or whenever such person or entity is required to or seeks to use any Fire Department equipment for business purposes, an off duty employee shall be assigned to Fire Watch duty.

In the event that Fire Department equipment is used in any such activity, such equipment shall be used by the Fire Department employee assigned by the Fire Chief to Fire Watch Duty on that particular day.

It shall be the policy to assign Fire Watch Duty by departmental seniority and lowest total hours. Management shall retain records of all Fire Watch Duty assignments and such records shall be available for inspection by Union Officers at all reasonable times.

No such assignment shall be made unless the person or entity requesting such service has agreed, in writing to pay the rates established by this Agreement. The Department shall give the employee forty-eight (48) hours' notice of such assignment whenever possible.

Section 16.2 **COMPENSATION**

Employees assigned to such Fire Watch Duty shall be compensated at the rate set by Departmental policy, with a minimum of four (4) hours at the employee's rate of pay. An employee on Fire Watch Duty shall be released from duty as soon as the need for the employee's presence is ended.

ARTICLE 17
PERMANENT ASSIGNMENTS

All employees shall be regularly assigned to a platoon, with the exception of those employees assigned to the Fire Prevention Bureau, Training or to the duties of the Superintendent of Fire Alarm.

All new firefighters shall remain at Central Station for a maximum period of sixty (60) days. Such period shall begin with the employee's probationary period following the successful completion of the course of study at Massachusetts Firefighting Academy or until the firefighters' Deputy Chief determines that the firefighter is capable of performing outside station apparatus duties.

ARTICLE 18
POSITION POSTING AND BIDDING

[Amended FY19]

Section 18.1 **NOTIFICATION**

[Amended FY19]

A notice of position availability, by reason of vacancy or creation of a new position which lists the classification and duties, shall be posted on bulletin boards within all Fire Stations and Fire Alarm. Said position shall be posted for a minimum period of ten (10) calendar days before such vacancy is filled. A selection shall be made within thirty (30) calendar days from the date of the original posting.

Article 18. Position Posting and Bidding, continued:

Section 18.2 SELECTION CRITERIA

Vacancies shall be filled on the basis of all applicants' qualifications, including ability, efficiency, skill, knowledge, training, physical fitness, responsibility and integrity. It shall be the responsibility of the Fire Chief to determine the factors of qualification and to make a selection based upon such factors. If, in the judgment of the Chief, such employees' qualifications are equal within the applicant pool, s/he shall appoint senior employee to the position. In the event the Union is not in agreement with the Chief's determination, the Union may submit such disagreement as a grievance in accordance with the provisions of the Grievance and Arbitration Procedures set forth in this Agreement.

Section 18.3 EMPLOYEE RESPONSIBILITY

Employees bidding and accepting new positions, including permanent, temporary and provisional promotions shall do so with a full understanding that their vacations may change in order to comply with the needs of the established department policy. It is understood that the move of one firefighter shall not interfere with the scheduled vacation of another firefighter notwithstanding seniority.

Section 18.4 CONTINUATION OF BIDS

[Amended FY19]

Any vacancy, which is not bid on in the original posting, shall be immediately re-bid a second time and posted on all bulletin boards of all fire stations and in fire alarm for a minimum of ten (10) days before such vacancy is filled. A selection shall be made within twenty (20) days of the second posting.

Any job bid vacancy filled through such bidding process in which a shift personnel shortage on another group is created, such open slot in the low group shall be offered to any member of the group which may have extra personnel. In such case, the senior person shall have the option of transferring to the lower manned group. If the senior person moving to another group presently holds a job bid, the bid shall be forfeited and re-bid.

After the above has been completed, normal policy shall be to fill an un-bid vacancy with the qualified junior firefighter. The Chief may, in his/her discretion, exercise right of transfer to fill such vacancies after the bidding procedures have been exhausted in accordance with this section.

Any vacancy, which is not bid or request for transfer is not received, shall be filled by order of the Chief in his/her sole discretion in accordance with the policy described above or by the exercise of the Chief's rights to transfer in his/her sole discretion.

Section 18.5 TEMPORARY VACANCIES

Temporary vacancies shall be filled without requiring the bidding procedures set forth above. A temporary vacancy is defined as a vacancy created by the absence of an employee due to sickness, vacation, personal leave, emergency or any other reason which causes him/her to be temporarily absent.

Temporary vacancies within a platoon shall be filled insofar as possible through the following manner:

- The senior firefighter regularly assigned at Central Station, shall have the option to rove and all subsequent personnel will have the same option, including second drivers not performing a first driver's function;
- Upon expiration of this option, the junior firefighter at Central Station will rove, providing the firefighter is not performing in the firefighter's bid job as an apparatus driver;
- Any firefighter who has successfully bid for a second driver's position shall fill any temporary vacancy caused by the first driver's absence.
- The senior lieutenant regularly assigned to Central Station shall have the option to rove;
- "Out of Service" company personnel are considered to fall into the "no job bid" category. They will fill temporary vacancies, but in no case will they bump a person who is performing in the firefighter's regular bid job.

ARTICLE 19
COMPENSATION

[Amended FY19 and FY20 – FY22]

Section 19.1 **ASSIGNMENT DIFFERENTIALS**

[Amended FY19]

A firefighter working as a fire alarm operator shall receive extra compensation at the rate of twenty (\$20.00) dollars per shift/ forty (\$40.00) per 24-hour shift). This shall be paid from the first hour to the person working as a fire alarm operator. This payment shall work in the same manner as out of grade.

The Fire Alarm Superintendent shall be paid at the Captains rate of pay.

Section 19.2 **EMERGENCY MEDICAL TECHNICIAN (EMT)**

All employees who are certified Emergency Medical Technicians and remain certified shall receive six percent (6%) of the third (3rd) step firefighter's annual base pay, with an additional One Thousand Five Hundred Dollars (\$1,500) annual compensation. Such compensation shall be paid in the first payroll period in August. This shall be pro-rated for new and retiring firefighters. No overtime, compensatory time or other costs shall be incurred by the fire department while the employee is attending an Emergency Medical Technician course.

Section 19.3 **HIGHER CLASSIFICATION PAY**

Employees shall be eligible for working in higher classification pay if the Chief or his/her designee authorizes the employee to work in such higher classification. After normal overtime practices have been followed to fill vacant shifts, the employee who fills the higher classification shall be paid from the first hour of the first shift worked in the higher classification.

Out of grade pay shall be paid to any firefighter, Lieutenant or Captain who temporarily fills the next higher rank, due to an opening on any piece of apparatus which normally has an officer through a job bid or assignment.

- A Lieutenant vacancy shall be filled with the senior on duty private permanently assigned to the shift;
- A Captain vacancy shall be filled with the senior on duty Lieutenant permanently assigned to the shift;
- A Deputy vacancy shall be filled with the on duty shift Captain permanently assigned to the shift.

All employees at their discretion may accept or deny the temporary out of grade assignment. Each eligible employee shall be asked in order of seniority until the vacancy is filled. Roving and out-of-grade shall be offered to all members as per contract up to the hours of 07:35AM, and up to 5:35PM.

For any long term temporary or permanent vacancy, a vacancy that lasts or is anticipated to last longer than thirty (30) days, shall be filled from an active Civil Service promotional list in accordance with Civil Service law. This shall be paid in the same manner as out of grade.

Each member will be asked if and where s/he will accept out-of-grade assignments. There will be no penalty for refusing out-of-grade on any specific shift. However, if no one takes the out-of-grade assignment, the senior firefighter on the apparatus shall be responsible for working out-of-grade for that shift.

Section 19.4 **LONGEVITY**

[Amended FY20 – FY22]

Effective July 1, 2019, longevity awards will no longer be made to employees covered by this Agreement.

Section 19.5 **PAGER/AVAILABILITY PAY**

[Amended FY19]

Effective January 1, 2019, or as soon as is practicable, the City shall discontinue the practice of providing a pager for each member. Personal cell phones shall be the means of notification and are included for eligibility for pager availability compensation.

Annual compensation for pager availability shall be two and one-half percent (2½%) per year of a third (3rd) step firefighter's base pay, with an additional flat rate of three hundred dollars (\$300). Such compensation shall be paid in the second payroll

Article 19, Compensation, Section. 19.5, continued:

period in January of each year. Said pager availability compensation shall be prorated for members who retire or were hired on or after July 1, 2018.*

In the event that a shift recall does not provide an adequate number of firefighters, as determined by the Chief, a meeting shall be held with the Chief, Union Steward, shift Deputy and the Union President or his/her designee to attempt to improve the recall on such shift.

*Any firefighter appointed after July 1, 2008, will not receive pager pay until s/he has completed his/her second (2nd) year of service.

Section 19.6 RANK DIFFERENTIAL

The rank differential for Lieutenants and Captains shall be fifteen percent (15%) between ranks.

Section 19.7 WAGES

[Amended FY20 – FY22]

- a. **A 2% wage increase shall become effective July 1, 2019.**
- b. **A 2% wage increase shall become effective July 1, 2020.**
- c. **A 2% wage increase shall become effective July 1, 2021.**

Section 19.8 OTHER WAGE PROVISIONS

[Amended FY20 – FY22]

1. Salaries shall be paid on a bi-weekly basis and rounded up to the next whole dollar per week.
2. Effective July 1, 2016, all employees covered by this Agreement are required to be enrolled in direct deposit.
3. City agrees to add a 4th step to the firefighter wage scale. This step shall be reached upon the completion of the firefighter's twenty-fifth (25th) year of continuous service within the City of Fitchburg Fire Department.
4. The fourth (4th) step shall be paid at the rate half way between the 3rd step firefighter and Lieutenant.
5. The rank differential for Lieutenants and Captains shall be fifteen percent (15%) between ranks.
6. The rate for Lieutenants who have completed twenty-five (25) years of service or more shall be 7.5% above a regular Lieutenant's rate. Captains who complete twenty-five (25) years of service or more shall be 7.5% above a regular Captain's rate.
7. All stipends (EMT, pager) shall be calculated and paid at the rate of the third (3rd) step firefighter.
8. The EMT stipend shall be paid in the first pay period in August each year.
9. The pager stipend shall be paid in the second payroll period in January of each year.
10. Overtime, holiday, education, vacation and PTO buybacks shall be calculated using the employee's actual rate of pay.
11. If any other bargaining unit within the City, excluding contracts negotiated by the Fitchburg School Committee, receives an across the board increase in either year of this Agreement, this contract may be reopened solely on the issue of wage increases for such year.

**ARTICLE 20
OVERTIME**

Section 20.1 DEFINITION

Overtime shall be defined as follows:

- **Regular overtime:** All overtime that maintains regular staffing levels.
- **Detail overtime:** All other overtime which does not maintain regular staffing levels (Fire watch, EMT, SAFE, Dive Team, Blasting, Emergency Management Dispatch, Incident Command Training, Tech Rescue training etc. This does not include fire recall.
- **Working Fire overtime:** Off-duty recall for emergency purposes.

Article 20, Overtime, continued:

Section 20.2 DISTRIBUTION AND ASSIGNMENT

A. DISTRIBUTION

- Overtime shall be equitably distributed among all personnel who ordinarily perform such work in the normal course of their workweek and who have not indicated, in writing, a desire not to be considered for overtime assignment;
- Any employee who does not wish to be assigned overtime during any calendar year shall notify the Chief, in writing;
- All overtime shall first be assigned by departmental seniority and lowest total hours;
- All overtime must be worked by the member assigned and no member shall be allowed to receive overtime compensation unless s/he has actually worked such overtime hours;
- Pagers shall be allowed to be used by the deputy chief for hiring all overtime. The policy for the usage of pagers for hiring overtime shall be in agreement with management and the union;
- Overtime, worked as a result of "Working Fire Recall" or civil emergency, shall not be counted as overtime worked in this equal distribution of overtime.

B. ASSIGNMENT

1. New Permanent Appointees

It shall be the normal policy to credit each new permanent appointee to the Fire Department with the highest accumulated hours of overtime held by any individual member of the Union. Regular quarterly meetings between the officers of the Union and Chief shall be held during the first week of January, April, July, and September of each year for the purpose of determining whether pre-determined and regular overtime in the preceding three month period was equally distributed and, if it is not, for developing a plan to equalize it over the course of the next three months.

2. Return To Duty

Any fire fighter who is out for more than thirty (30) calendar days due to sick leave or covered under section 111F shall be allowed to work a maximum of twenty four (24) hours overtime per pay period, until the member's average hours is caught up. This shall not include emergency overtime.

Section 20.3 RECORDKEEPING

- Management shall maintain records of all overtime assignments and shall be available for inspection by the officers of the Union at all reasonable times;
- An Overtime Journal of said records shall be maintained and referred to for regular overtime and detail overtime;
- No member covered by this agreement shall receive any overtime pay, without corresponding accumulated hours indicated in the proper overtime book.
- Refusal to work an overtime assignment shall not be counted as overtime worked and those hours shall not be added to the employee's total hours in this Journal. All overtime shall be filled by the on duty Deputy Chief or his/her designee, twenty-four (24) hours prior to the start of said shift, whenever possible;
- Any member who does not accept a regular overtime during a calendar year shall be put at the bottom of the overtime list and shall not be moved up the list until said member accepts, and works, an overtime assignment;
- As of January 1st each year, the number of overtime hours accrued will be cleared. The call and accrual cycle will begin again from this point by seniority.

Article 20, Overtime, continued:

Section 20.4 COMPENSATION

- Overtime assignments shall be paid one and one-half (1½) times the employee's regular base rate of pay for overtime hours actually worked, except as provided for in Article 20, Holidays, of this Agreement;
- Payment will be made for all overtime unless the employee notifies the Deputy Chief that s/he wants compensatory time in lieu of payment prior to the start of the shift s/he is to work;
- Any employee retained on duty at the end of his/her regularly scheduled shift or is called to work before his/her regularly scheduled shift shall be paid one and one-half (1½) times the employee's regular base rate of pay for overtime hours actually worked. This shall be the only compensation allowed, except as specified in Article 23, Section (B) (1) EMT and Article 20, Section 20.5, Compensatory Time, below;
- Any employee recalled to work by the Municipal Employer during regularly scheduled time off, other than as provided for above, shall be paid one and one-half (1½) times the employee's regular base rate of pay for such overtime hours, but in no case shall this be less than four (4) hours at time and one-half (1½) and the employee shall be released from duty as soon as the emergency ends.

Section 20.5 COMPENSATORY TIME

The Employer shall grant employees compensatory time in lieu of monetary overtime compensation for hours worked as follows:

- The decision to accept such compensatory time is at the sole discretion of the employee;
- Compensatory time shall be granted on an hourly basis at time and one-half if an employee:
 - Is retained beyond or called into work before his/her regularly scheduled shift;
 - Works in excess of forty (40) hours per week for day staff;
 - Works in excess of forty-two (42) hours per week for line personnel;
 - Is recalled during regularly scheduled time off, with a minimum of four (4) hours.
- Compensatory time must be used in the calendar year it is accrued, however, any member having twenty four (24) hours or less compensatory time at the end of the year shall be allowed to carry over such time to the following year;
- Compensatory hours shall be added with line overtime hours for record keeping of hiring overtime purposes;
- Compensatory time shall be taken in accordance with vacation and personal time;
- In the event of the employee's death or retirement, all compensatory time remaining on the books shall be paid to the employee or his/her designated beneficiary.

**ARTICLE 21
HOLIDAYS**

Section 21.1 HOLIDAYS

Such holidays listed below shall also include any day that may be declared to be a state holiday, either by legislative enactment or executive proclamation.

| PAID HOLIDAYS | | |
|---------------------------------|--|---------------------------|
| ❖ New Year's Day | ❖ Memorial Day | ❖ Columbus Day |
| ❖ Martin Luther King Day | ❖ Firefighter's Memorial Sunday | ❖ Veteran's Day |
| ❖ President's Day | ❖ Fourth of July | ❖ Thanksgiving Day |
| ❖ Patriot's Day | ❖ Labor Day | ❖ Christmas Day |

Article 21. Holidays, continued:

Section 21.2 HOLIDAY PAY

A day's pay, for the purposes of this Article, shall be defined as one-quarter (1/4) of the employee's regular weekly pay, in accordance with the provisions of M.G.L. c. 48, §57D.

Holiday compensation shall be paid as follows:

- All permanent employees shall receive an additional day's pay for each of the holidays listed and provided for above, in addition to their base compensation;
- All permanent employees shall be entitled to an additional day's pay for the twelve (12) holidays listed above in accordance with applicable laws of the Commonwealth, as well as holidays on which an employee is booked out sick;
- All employees who work on any paid holidays, as provided for in this Agreement, shall be paid at a rate that is twice the normal rate for such work, in addition to the holiday pay;
- Any employee working on an overtime basis on any paid holiday shall be entitled to double time for the hours worked in addition to the employees holiday pay. This payment will be applicable to the entire tours of duty which begin at 8:00 A.M. and 6:00 P.M. on any such paid holiday, with the following exceptions:
 - Christmas Day shall will be paid with shifts beginning at December 24th at 6 PM and ending on December 26th at 8 AM;
 - New Year's Eve shall be paid at a rate that is twice the normal rate for such work. New Year's Eve shall be paid with shifts beginning on December 31st, at 6:00 P.M. and ending January 1st, at 8:00 AM. This includes all employees covered by this contract who are regularly scheduled to work on a holiday; both line and staff personnel;
- Any employee that works out of grade on a holiday shall receive holiday rate at the higher grade;
- If the Fire Prevention/Arson Director, Fire Alarm/Communications Director, Fire Prevention Inspector/Investigator FEMA/Training Director or the Heavy Motor Equipment Repairman/Emergency Vehicle Technician (HMER/EVT) is scheduled to work Monday through Friday on the holidays listed below, s/he shall get the holiday off without being charged with a vacation day or personal day;
 - Christmas Day, New Year's Day, July 4th, Thanksgiving, Memorial Day, Labor Day, and Fire Fighters Memorial Sunday. Should any of these holidays fall on a Saturday or Sunday, no additional time off will be given.
- If the Fire Prevention/Arson Director, Fire Alarm/Communications Director, Fire Prevention Inspector/Investigator or FEMA/Training Director is scheduled to work Monday through Friday on the holidays listed below, they shall take a vacation or personal day if taking the day off, or s/he can work at the additional holiday rate.
 - Columbus Day, Martin Luther King Day, Patriots Day, Presidents Day and Veterans Day.
- Such payment for the holiday differential shall be paid to the employee in a lump sum in the last payroll period in October of each year.

ARTICLE 22
LEAVES OF ABSENCE
[Amended FY20 – FY22]

Section 22.1 BEREAVEMENT

[Amended FY20 – FY22]

In the event of the death of an immediate family member, an employee covered by this Agreement shall be entitled to a reasonable period of leave from his/her regularly scheduled duties for the purposes of arranging burial and/or attending funeral services. Such leave shall not be charged against any of the employee's accrued leave balances **or result in loss of pay.**

1. Immediate family shall be defined as father, mother, spouse, brother, sister, daughter, son, stepchild, grandparent, grandchild, step grandchild, father-in-law, mother-in-law, stepfather, stepmother, stepbrother, stepsister, half-brother or half-sister of employee, brother or sister of spouse, or a blood relative residing with

Article 22, Leaves of Absence, Section 22.1, continued:

such employee's household. Bereavement leave for an immediate family member shall be up to four (4) shifts. Unless special conditions exist, such leave shall be restricted to the period beginning with the day of death and ending with the day of the funeral.

2. In the event of the death of an uncle, aunt, sister-in-law, brother-in-law, niece, nephew, brother-in-law or sister-in-law of spouse, grandparent of spouse, or first cousin, the employee shall be granted one (1) shift off to attend the funeral;
3. In the event of the death of an employee or retiree of the Department, three (3) members of the Union shall be granted leave to attend the funeral.

Section 22.2 FAMILY MEDICAL LEAVE ACT (FMLA)

{Added FY20 – FY22}

The City shall cooperate and comply with all local, state and federal laws related to the Family Medical Leave Act (FMLA).

Section 22.3 MILITARY LEAVE

{Added FY20 – FY22}

The City shall cooperate and comply with all local, state and federal laws related to Military Leave.

Section 22.4 PARENTAL LEAVE

{Added FY20 – FY22}

A. The Parental Leave Act, effective April 7, 2015, expands the current maternity leave law, pursuant to M.G.L. c. 149, §105D. This gender neutral law provides up to eight (8) weeks of unpaid leave for the purpose of giving birth or for the placement of a child under the age of eighteen (18) or age twenty-three (23) if the child is mentally or physically disabled, for adoption. Both men and women are entitled to Parental Leave, provided the following:

- Such Leave shall apply to employees, classified as full time and benefited only and who have completed at least three (3) months of her/his required probationary period;
- Such Leave shall be unpaid, unless the employee chooses to use accrued personal, sick or vacation leave;
- Said employee must provide a two (2) week notice of departure seeking such Parental Leave and the employee's intention to return or as soon as is practicable if a delay is due to reasons beyond the employee's control;
- Should two (2) employees of the City give birth to or adopt the same child, the two (2) employees are entitled to an aggregate of with (8) weeks' leave;
- Parental Leave shall run concurrently with the Family Medical Leave Act (FMLA); and
- The City shall cooperate and comply with all local, state and federal laws related to the Parental Leave Act.

B. Birth of a Child

In the event of the birth of a child to the spouse of an employee, the employee may use up to two (2) shifts of sick leave, charged against his/her accumulation, which shall not affect his accumulation of personal days. These days may be used up to, and including the day the mother and child are discharged from the hospital.

Section 22.5 MISCELLANEOUS LEAVE PROVISIONS

Upon reasonable notice to the Chief, a leave of absence, without loss of pay, shall be granted to employees as follows:

1. Three (3) elected Union officers to attend monthly meetings of the Professional Firefighters of Massachusetts, each not to exceed four (4) meetings per year. Such Union officers shall be permitted to carry over such days not used into the following fiscal year.
2. Three (3) elected Union officers to attend collective bargaining and labor law seminars, each not to exceed two (2) working days per fiscal year.
3. Three (3) elected officers to attend bi-annual State conventions, each not to exceed two (2) working days per fiscal year.

Article 22, Leaves of Absence, Section 22.5, continued:

4. Up to a maximum of two (2) delegates, each not more than two (2) twenty-four hour shifts, while in attendance as an official delegate to the Convention of the Massachusetts Contributory Retirement System, held within the Commonwealth.
5. Leaves of absence as described herein shall be granted only on days when the officer is regularly scheduled to work.
6. A maximum of two (2) delegates, each not more than two (2) twenty-four hour (24) shifts, to attend the IAFF National Convention.
7. Three (3) elected Union officers shall consist of President, Vice-president, Secretary/Treasurer and the four (4) union stewards.

Section 22.6 SICK LEAVE

A. ACCUMULATION

1. All members of the bargaining unit, exclusive of new employees, shall be granted sick leave, with pay, of fifteen (15) shifts on January 1st of each calendar year, provided such sick leave is caused by sickness or injury other than such injury for which payment is made under the provisions of M.G.L. c.41, §100 and §111F.
2. All members of the uniformed firefighting force shall be entitled to accumulate all unused sick leave days from year to year without any limit on the number of sick leave days which can be accumulated.
3. All new employees shall be entitled to one and one-quarter (1¼) days of sick leave per month to be earned on an aggregate basis from the day of their appointment for the succeeding twelve months. On the first anniversary of the date of appointment, the employee shall be credited with the difference between the number of sick leave days s/he has earned up until such date and the fifteen (15) days of sick leave provided to other employees.
4. Extended sick leave, in excess of an employee's earned, accumulated sick leave, may only be granted to an employee upon recommendation of a majority of the Sick Leave Board, whose membership shall be the Chief, the Mayor and one employee chosen by the employees of the Union.

B. UTILIZATION

[Amended FY20 – FY22]

1. A doctor's certification and/or note may be required by the Chief if an employee is absent for three (3) or more consecutive days or if the Chief and/or designee has reasonable cause to believe that the employee is abusing his/her Sick Leave.
2. Any member leaving work sick before half of his/her shift is over shall be charged a sick day.
3. All persons who report off sick or injured on duty shall not leave their residence, at any time, unless a telephone call is placed to the Deputy Chief or Officer in Charge, informing him/her of the reason(s) for leaving his/her residence.
4. For the purpose of assignment, whenever a member of the department is being paid while off duty sick or injured, that member shall be assigned to the specific duty of prompt recovery and return to full duty. The place of assignment shall be the employee's residence, with the exception items listed below.
5. Permission shall only be granted to leave the residence by the Deputy Chief or officer in charge, when one of the specific reasons listed below is properly presented by the person off duty sick:
 - To seek medical aid or to be attended by a physician;
 - To purchase prescription drugs or other non-prescriptions directly related to the main and reported illness;
 - To attend church services;
 - Any valid emergency reason described to the Deputy Chief or the officer in charge;
 - The Chief shall allow ambulatory status while out on sick or injury leave, as long as the employee provides medical documentation;
 - The Chief may revoke the employee's ambulatory status, for sick leave or injury leave, if the employee is found not to be in compliance with ambulatory status.

C. BUYBACK

1. Upon separation of employment by means of retirement or death, the City agrees to pay to each permanent employee eligible to earn sick leave, or in the case of the employee's death, to his/her designated beneficiary, or his/her estate if there is no beneficiary, all of the employee's unused accumulated sick leave at a rate of thirty dollars (\$30) per day. In order to become eligible for this payment the employee, beneficiary or executor/executrix of the employee's estate must apply, in writing, to the City Office of Human Resources within sixty (60) days from the date of death or separation of employment.

Section 22.6.1 PERSONAL DAYS

A. ACCRUAL

1. Employees appointed **after July 1, 2008**, who do not use sick leave days during any calendar month shall be granted personal leave, in accordance with this Agreement, as follows:
 - No personal leave shall be earned in the first year of service;
 - One-quarter (¼) of a shift earned per month for the employee's second (2nd) year of service;
 - One-half (1/2) of a shift earned per month for the employee's third (3rd) year of service;
 - One (1) shift earned per month for the employee's fourth (4th) year of service, which is the same as other member employees;
2. Effective January 1, 2016, employees who do not use any sick leave days during any calendar month shall be granted one (1) shift of personal leave without loss of pay for such calendar month, with a limit of twenty one (21) accrued personal days.
3. If an employee does not use a sick day during the following calendar periods, July 1 through October 31, November 1 through February 28/29 and March 1 through June 30, the employee shall earn an additional personal day for each four month period. These three additional days may not be used for time off. The employee shall receive one day's pay in the payroll period following the above time periods.

B. UTILIZATION

1. Personal and vacation leave shifts shall only be assigned after the annual vacation period schedules have been posted. There will be a two week period, beginning December 1, to accept requests for shifts off for the following year. In the event there are more requests for a particular shift than is allowed out a lottery shall take place for those shifts. Alternates shall be drawn in the event that an employee cancels his/her shift off. The Deputy Chief and Union will retain copies of the lottery results.
2. If an employee has not worked within the above two week period and cannot be contacted to request personal or vacation leave within the above two-week period, the employee's name shall be added into the lottery.
3. Beginning in January of each year, personal and vacation days will be awarded on a first come basis. In the event there are more requests for a particular shift than is allowed, and determination of who submitted their request first cannot be resolved, a lottery for that shift will take place.
4. When more than one (1) employee applies to take a personal leave day on a holiday, the day shall be awarded on a lottery basis.
5. The number of members who are allowed to take their personal leave days on any such given shift shall be coordinated with the number of members who are out on vacation on any such shift. Employees shall be allowed to take an earned personal leave shift by notifying the Officer-In-Charge.
6. During all periods, up to a maximum of three (3) members of the bargaining unit shall be allowed to be out on any given shift either on vacation, personal leave and compensatory time.
7. Employees may choose to use or accumulate up to twenty-one (21) days per calendar year.

Article 22, Leaves of Absence, Section 22.6, continued:

C. BUYBACK

1. Employees may sell back personal day shifts four times each calendar year, which shall coincide with vacation buyback. A maximum of fifteen (15) personal day per year may be sold back.
2. Employees, who elect to sell back, shall receive one (1) day's pay for every day sold back.
3. Upon retirement or death of an employee any remaining personal leave days shall be reimbursed to the employee or the employee's estate by the City at a rate of one quarter (1 /4) of a week's pay.

Section 22.7 VACATION

Vacation eligibility shall be computed upon the basis of an employee's total employment by the City, as follows:

- All vacations shall be bid in the order of an employee's departmental seniority;
- The definition of a week, for line personnel, including fire alarm, shall be two (2) ten (10) hour days and two (2) fourteen hour night tours of duty (four shifts);
- The Fire Prevention/Arson Director, Fire Alarm/Communications Director, FEMA/Training Director and the Fire Prevention Inspector/Investigator shall work a forty (40) hour workweek, Monday through Friday, 8:00 AM to 4:00 PM.

A. ACCRUAL

1. Each permanent employee shall be granted vacation leave of not less than eight (8) shifts, ten (10) for day personnel, without loss of pay in each calendar year.
2. All new employees shall be entitled to one-half (1/2) of a vacation shift per month, to be earned on an aggregate basis, starting from the first day of the calendar month after the start of their employment with the City, for the succeeding twelve months. At the end of the twelve month period, they shall be credited with the difference between the number of vacation days earned up until such date and the eight (8) vacation shifts provided to other employees, to be rounded up. This shall include present and future new employees.
3. Each permanent employee, continuously employed by the City for the time periods listed below, shall accrue vacation leave, without loss of pay, as per the following schedule:

| Completed Years of Service | Line Personnel/# of shifts | Day Personnel/# of shifts |
|-----------------------------------|-----------------------------------|----------------------------------|
| 1 through 4 | 8 | 10 |
| 5 through 9 | 12 | 15 |
| 10 through 14 | 16 | 20 |
| 15 or more | 20 | 25 |
| 25 or more* | See below | See below |

*Each permanent employee continuously employed by the City for twenty-five (25) years or more, shall be granted an annual additional vacation week. Such extra week may only be sold back to the City for an additional week's pay and is in addition to the other three (3) weeks an employee can sell back to the City. This extra week sold back to the City shall be paid at the same time as the spring and/or fall vacation and personal leave sell back. Any new firefighter hired after July 1, 2012, is not eligible for this benefit.

B. BIDDING

1. Each employee shall be granted a minimum of eight (8) shifts, ten (10) for day personnel, of the employee's earned vacation during the summer period, which commences approximately June 1st and ending approximately September 30th of each calendar year. If the employee chooses, s/he may decide not to bid a summer vacation and use that vacation time during the winter vacation period, which commences approximately January 1st to June 1st and September 30th to December 31st in a vacation period that is not filled to maximum after all bids.

Article 22, Leaves of Absence, Section 22.7, continued:

2. Vacations shall be permitted in accordance with the following:
 - Three (3) employees per platoon, per vacation period, during the summer and winter schedules.
3. All summer and winter vacations shall be bid, by departmental seniority, during the first two weeks of November and shall be awarded by December 1st. Employees are not required to bid a summer vacation.
4. After the initial bidding process is complete, all remaining open shifts shall be bid during the first two weeks of December. If more than three (3) members bid for the same shift(s) off, a lottery will be held during the third week of December. All vacations and open days will be posted by January 1st.
5. A copy of all completed vacation schedules shall be furnished to the Union fourteen (14) days prior to the final posting dates. The Union shall report any vacation schedule objections immediately or as soon as possible to the Personnel Deputy Chief for correction and/or clarification.
6. If a firefighter is sick or injured during a calendar year; the employee will not be able to carry two weeks forward into a new calendar year, unless it is impossible to do otherwise. Present department policy prevails.

C. UTILIZATION, CARRYOVER AND BUYBACK

1. Vacations must be taken in the calendar year in which they are earned, with the following exceptions:
 - An employee may carry forward up to four (4) shifts of his/her vacation from the previous calendar year to the next calendar year provided, however, that the employee takes such vacation week together with no more than eight (8) shifts of the his/her vacation earned in the next calendar year at a time;
 - Carry over of vacation time may be permitted when prolonged sickness or injury has not permitted the employee an opportunity to take his/her vacation in the year earned;
 - The Chief may allow, at his/her discretion, the one week carried forward to be taken in some other manner if the needs of the Department permit.
2. If an employee opts to take a summer vacation, s/he must take two (2) weeks together during the summer vacation time period. (Eight (8) shifts for line personnel, Fire Alarm Operators).
3. The Fire Alarm/Communications Director, Fire Prevention/Arson Director, Fire Prevention Inspector/Investigator and the FEMA/Training Director may take one (1) week at a time.
4. All line personnel and fire alarm operators must take eight (8) shifts of vacation during the calendar year they are earned. The Fire Alarm Superintendent, Fire Prevention Director, Fire Prevention Inspector and Training Officer shall take ten (10) shifts. All other unused vacation time may be sold back. Up to four (4) shifts for line personnel and fire alarm operators, and five (5) shifts for the Fire Prevention Director, Fire Alarm Superintendent and Fire Prevention Inspector, may be carried over to the next calendar year.
5. Employees not opting to take a summer vacation can use their vacation shifts, one (1) shift at a time during the winter period, or one (1) shift at a time in any open slot during the summer vacation period. Open slots during the summer and winter vacation period, and holidays, shall be determined by a lottery to be held during the first two weeks in December, along with any other personal day or vacation day submitted by any employee after the regular vacation bidding is posted.
6. Employees shall have the option to sell back all unused vacation time four (4) times per calendar year. The employee shall notify the Chief of Department as per the schedule below to request and receive a vacation buyback. Vacation time may be sold back from one (1) day up to and including all remaining earned vacation days.

| Calendar Quarter | Buyback Notification Period | Pay Period of Buyback |
|-------------------------|------------------------------------|--|
| Q1 | January 1 – January 14 | 1 st Pay period in February |
| Q2 | April 1 – April 14 | 1 st Pay Period in May |
| Q3 | July 1 – July 14 | 1 st Pay Period in August |
| Q4 | October 1 – October 14 | 1 st Pay Period in November |

D. EMPLOYEE CANCELLATION OF VACATION LEAVE

1. If an employee, because of illness or injury, is unable to begin his/her scheduled vacation, s/he shall notify the Chief of the Department, in advance of the date when the vacation is scheduled to begin. The employee must provide a certificate of disability from his/her physician to the Chief. In such cases, the employee will not be charged with vacation time. The employee may carry forward this vacation time into the next calendar year, only in accordance with the provisions below.
2. Any employee, at his/her discretion, may cancel his/her summer or winter bid vacation prior to the start of such scheduled vacation, provided such cancellation does not affect another member of the bargaining unit who was denied such vacation, due to the rights of seniority during the bidding process.
 - Example: If four (4) or more people bid the same vacation and one (1) or more is denied the vacation slot, then the scheduled vacation must be taken. However, if there is not a full vacation slot, then the vacation may be cancelled.
3. Any days from a cancelled vacation will then be opened to all members.
4. Any cancelled vacation days may be sold back or used one day at a time in accordance with other provisions of this contract.

ARTICLE 23
CLOTHING ALLOWANCE

[Amended FY20 – FY22]

Each new appointee to the fire fighting force shall be given a special uniform allowance of One Thousand Five Hundred Dollars (\$1,500.00) in a lump sum payment upon appointment to the department.

Employees shall be responsible for purchasing all items listed in **Appendix B** of this Agreement. Any proposed changes to such Appendix B must first be by agreement of the Chief and the clothing committee. No changes will be implemented unless a majority vote in favor of any proposed change is taken by the full membership of Local 3128, prior to such implementation. Agreed upon time periods will be allowed for purchase and phase in of any such changes. All members will conform to the current contract agreement, department rules and regulations and general and special orders pertaining to clothing and professional appearance.

The City will continue to apply for the FEMA AFG Personal Protective Equipment (PPE) grant on an annual basis, subject to grant application availability. The City agrees to pay its portion of said grant, if awarded.

ARTICLE 24
EDUCATION

[Amended FY20 – FY22]

Section 24.1 **EDUCATION INCENTIVE**

All employees who have successfully acquired a certificate or diploma representing attainment of an Associate Degree in Fire Sciences, Fire Technologies, Fire Engineering, and/or any other acceptable fire related degree(s), shall receive ten percent (10%) of his/her annual base pay, paid annually on the last pay day in September.

A Firefighter pursuing an Associate Degree and who has not attained such degree will be compensated at the following rate:

1. Fifty dollars per credit hour (\$50.00) up to but not to exceed three thousand dollars (\$3,000.00), to be paid annually in the last pay period in September, until such degree has been earned. Credit hours shall be paid for any course which the institution of higher education accepts toward the degree.
2. Any new firefighter hired after July 1, 2008 shall not receive said compensation for his/her fire science degree or any credits towards such degree until s/he has completed his/her sixth (6th) year of service to the Fire Department.

Article 24, Education, Section 24.1, continued:

3. The number of courses completed as of September 1st of each year shall determine the additional compensation.
4. Annual base pay shall be defined as the employee's base pay at the time of payment.
5. The payment of such educational differential shall be paid to the employee in a lump sum in the last payroll period in September each calendar year. Such additional compensation shall not be used in determining an employee's average weekly wage or average hourly wage for purposes of determining overtime.
6. It is understood that this provision shall not affect or alter any credits heretofore earned and any compensation due as a result thereof.
7. Employees who are retiring shall be compensated at the rate of one-twelfth (1/12th) of the amount they would normally have received at the pay date for each month completed after January 1.

Section 24.2 TRAINING

A. NEW HIRE AND/OR APPOINTEE TRAINING

1. All **newly hired firefighters** shall attend recruit training at the Massachusetts Firefighting Academy. There is no charge for this state training. The City shall schedule this training so that the regular course can be completed within twelve (12) months of appointment. Failure to successfully complete such training, pursuant to academy rules and regulations, shall constitute just cause for termination and dismissal pursuant to M.G.L. c.31 §41, provided this shall only apply to new hires after August 8, 1995.
2. All **newly appointed lieutenants** shall attend the Fire Officer I Training program at the Massachusetts Fire Fighting Academy. There is no charge for this state training. The Lieutenant shall be granted a certificate of completion upon successful completion of the program. The Lieutenant shall not be required to work his/her regularly assigned job while attending such training program. This section becomes effective after all current lieutenants, by seniority, have the option of attending such program.

B. MANDATORY TRAINING

1. All new fire fighters, appointed after July 1, 2008, shall be required, as a condition of employment, to become a certified Emergency Medical Technician during their probationary period and to remain certified for a minimum of fifteen (15) years.
2. All employees shall be certified annually in Defibrillator training. It shall be the employee's responsibility, if absent at the time of the department re-certification courses, to obtain re-certification on his/her own time and expense.
3. All employees shall be required to attend the Fitchburg Fire Departments annual mandatory 24 hour Haz-mat training.
4. All employees shall attend annual Paramedic Assistant training.

C. OTHER TRAINING

1. The City shall provide all dive team members eight (8) training dives, lasting a minimum of four (4) hours each, per calendar year. This training shall be paid at the employee's overtime rate of pay. Any dive team member not attending a scheduled training dive shall be allowed to make up the dive at the employee's discretion.
2. The City may provide all Tech Rescue Team members up to eight (8) training days, lasting a minimum of four (4) hours each, per calendar year. The training shall be paid at the employee's overtime rate of pay or as compensatory time. This training will be offered at the Chief's discretion and subject to annual appropriation.

ARTICLE 25
HEALTH AND WELFARE
[Amended FY19 – FY22]

Section 25.1 EXAMINATION BY PHYSICIAN DURING DISABILITY

Any employee claiming benefits under the Injured on Duty or Sick Leave provisions of this Agreement shall submit to an examination, at the expense of and designated by the City, by a physician as requested during the period of such disability.

Any employee ordered to a physician on a scheduled day off shall be compensated for a minimum of four (4) hours pay at the employee's overtime rate of pay.

Section 25.2 HEALTH AND LIFE INSURANCE

[Amended FY19 – FY22]

The Employer shall provide health and life insurance benefits to employees pursuant to the terms of the Agreement negotiated between the City and the Public Employee Committee (PEC) pursuant to M.G.L. c.32B, §19. Such benefits shall include:

- Hospitalization Insurance, either Blue Cross/Blue Shield options: Blue Care Elect, Blue Choice, HMO Blue or another similar insurance plan;
- Life Insurance in the amount of Fifteen Thousand Dollars (\$15,000).

If, at any time the PEC does not renegotiate a new health insurance Agreement, the Union has the right to negotiate its own agreement with the City.

Any claim by an employee for payment under such insurance policy shall not be subject to the Grievance and Arbitration procedures of this Agreement but shall only be subject to those procedures set forth in said insurance policy.

Section 25.3 LINE OF DUTY INJURIES

[Amended FY20 –FY22]

Employees covered by this Agreement shall be protected as to the rights granted to them pursuant to the provisions of M.G.L. c. 41, §100 and §111F.

- The City shall pay all hospital, medical, surgical and dental expenses incurred by an employee as a result of injury suffered in the performance of his/her duty;
- If an employee, in the course of employment, is exposed to a contagious disease (HIV, AIDS, Hepatitis or Tuberculosis) and if contemporaneous and reliable documentary proof of the disease and exposure is provided, and the employee as a result either dies or qualifies and takes a disability retirement, the employee shall be covered by the City of Fitchburg in the same manner as provided for in the heart, lung and cancer presumption laws pursuant to M.G.L. c. 32, §94, 94A and 94B;
- Funeral and burial expenses for members of the Fire Department who die in the line of duty shall be paid in accordance with M.G.L. c. 41, §100G;
- Line of Duty absences shall run concurrently with the Family Medical Leave Act. (FMLA)

Section 25.4 CHANGE IN ASSIGNMENT DUE TO INJURY

A. FIRE ALARM OPERATOR

Any firefighter who is receiving or becomes eligible to receive 111F benefits, or has or develops a temporary or permanent injury, regardless of cause, which precluded the firefighter from performing full fire suppression duties may, at the option of the employee, move to a fire alarm position for the duration of the firefighter's injury or incapacitation. Future position availability shall be determined by the number of positions not filled by a person under past practices, on 111F or permanent certified disabilities.

Article 25, Health and Welfare, Section 25.4, continued:

For the purpose of fire alarm only, injured firefighters shall be given the preference for all fire alarm bids as follows:

- Permanent 111F status;
- Permanent certified disability;
- Temporary 111F status;
- Temporary disability; and
- Department seniority.

Any injured firefighter who cannot perform fire suppression duties may move, at the employee's discretion, to a temporary position in fire alarm, without loss of any currently held job bid. Beginning with the first vacancy, any firefighter capable of regular suppression duties, who bids a fire alarm position, shall return to the line without loss of compensation, when an injured or disabled firefighter exercises his rights as defined above. The most senior fire alarm operator will be given the option to return to the line first. The senior displaced firefighter will have the option of staying with his/her respective group. If the Chief deems it necessary, he may temporarily re-assign the most junior firefighter on the group, to fill any vacancy created on another group by the temporary re-assignment of an injured firefighter to fire alarm.

Lieutenants and Captains may be temporarily assigned to fire alarm under this section, without loss of rank or compensation. Any lieutenant or captain who requests to be permanently assigned to fire alarm, under the guidelines of this section, must request a demotion in rank, in writing, to the Chief of the department. No person holding the rank of lieutenant or captain will be permanently assigned to fire alarm.

B. FIRE PREVENTION

For the purpose of fire prevention only, any injured fire officer who cannot perform fire suppression duties may move, at the employee's option, to a temporary position in fire prevention, without loss of pay or any currently held job bid. If the Chief deems it necessary, s/he may temporarily re-assign the most junior firefighter, to fill any vacancy created on another group by the temporary re-assignment of an injured fire officer to fire prevention. Lieutenants and Captains may, at the employee's option, be assigned to fire alarm or fire prevention under section (A) of this article, without loss of rank or compensation.

ARTICLE 26
**HEAVY MOTOR EQUIPMENT REPAIRMAN/
EMERGENCY VEHICLE TECHNICIAN (HMER/EVT)**
{Added FY20 – FY22}

Effective January 23, 2018, the HMER/EVT position was transferred from the MA Laborers District Council/Local 39 bargaining unit to the Fitchburg Permanent Firefighters Association/Local 3128 bargaining unit. All provisions within this Article 26 shall apply to the HMER/EVT position only.

A. COMPENSATION

1. The position shall be considered to be the same grade as all line personnel firefighters, with Steps 1 – 3 and Step 4 after 25 years.
2. The vacation and personal leave accruals shall be the same as all line personnel firefighters.

B. POSITION PROVISIONS AND REQUIREMENTS

The employee holding the HMER/EVT position is required to possess and maintain a Commercial Driver's License (CDL) B, as well as the certifications listed in the matrix below. The current HMER/EVT must obtain said CDL (B) on or by December 1, 2019. The following sections list the rules and regulations for certification, training, testing, clothing, licensure and discipline related to the same. Additionally, any and all associated stipends the employee shall receive upon completion of such certification and/or licensure are listed below.

C. CERTIFICATIONS, TRAINING AND TESTING

1. The City shall pay associated costs of training at an accredited and/or appropriate training facility for any employee covered by this Agreement who is required to obtain a Commercial Driver's License.
2. In the event of testing on equipment, the Union shall have an observer present.
3. All employees required to hold and maintain a CDL shall provide the Chief with a copy of each current and valid license, including any and all renewals as such renewals occur. The Chief and/or his/her designee shall provide copies of the same to the Human Resources Department.

D. LICENSURE

It is the policy of the City of Fitchburg that the use of alcohol and controlled substances by employees who are on duty and who are required to have a Commercial Driver's License is prohibited. This policy incorporates any off duty use and/or misuse of alcohol and/or controlled substances that results in a positive alcohol or controlled substance(s) test.

The City shall meet any and all of the requirements of the Department of Transportation (DOT) regulations, 49 Code of Federal Regulations (CFR) Parts 382, et al. for licensing and testing of employees covered under this Agreement.

Unless otherwise stipulated by DOT regulations, any employee covered by this Agreement who loses his/her license to operate a motor vehicle or heavy equipment, for any reason, shall be subject to the following:

- A first offense of loss and/or suspension of license, the employee shall be automatically demoted to the position of Firefighter, Step 1, for the period of time which his/her license is revoked. Such employee shall immediately be removed from performing any type of safety sensitive duties or tasks;
- A second offense of loss and/or suspension of license may result in the suspension and/or termination of the employee, following the procedures set forth in the Civil Service Rules and Regulations;
- An employee who fails to immediately inform the City that s/he has had his/her license suspended and/or revoked may be subject to suspension or termination. Any action taken by the City shall not be subject to appeal through the grievance/arbitration procedures of this Agreement.

The City shall schedule appointments and pay for (or reimburse, where applicable and appropriate) the examination, pre-employment, license renewal examinations and/or testing and DOT mandated random drug/alcohol testing for all applicable Local 3128 employees. Such appointments and examinations shall be scheduled by the Human Resources Department at either CareWell Urgent Care or Take Charge/UMASS/HealthAlliance Hospital.

Any required examinations, follow-up testing, counseling and/or treatment necessitated by a positive drug/alcohol test shall be at the expense of the employee, unless otherwise covered by the employee's health insurance, where applicable.

Failure to complete the DOT mandated return-to-duty requirements within a three (3) month period shall result in termination.

E. CLOTHING ALLOWANCE AND REQUIREMENTS

1. A clothing allowance, in the amount of One Thousand Dollars (\$1,000), shall be paid in September of each calendar year.
2. Clothing requirements for this position are as follows:
 - Navy blue, short sleeve and long sleeve tee-shirts with approved FFD breast patch and approved "Fitchburg Fire" on back;
 - Navy blue, approved "Fitchburg Fire" sweat shirt, with FFD patch on left shoulder or left chest. "FFD" on back optional;
 - Plain toe, black, high top "safety shoes";
 - Navy blue, work pants, (no shorts). Black belt. FFD approved baseball hat;

Article 26. HMER/EVT, continued:

- Navy blue, approved, work jacket, for cold weather, FFD patch on left shoulder or left breast;
- ¾ length fire boots, for fire ground operations (or boots with bunker pants);
- Fire turnout coat, for fire ground operations;
- Hard hat or helmet.

The employee currently in such position shall be required to obtain all said clothing requirements by December 1, 2019.

F. STIPENDS

- Employees are eligible to receive stipends once per year, unless otherwise stipulated;
- Employees shall receive stipends based upon the highest license obtained.
- Stipends shall be paid as follows:
 - Commercial Driver's License (CDL) Stipend, \$200, to be paid in September;
 - EVT Training Certification: Eligible for total stipend of \$400, to be paid individually, in the first pay period in August, listed below;
 - Annual compensation for pager availability shall be two and one-half percent (2½%) per year of a third (3rd) step firefighter's base pay, with an additional flat rate of three hundred dollars (\$300). Such compensation shall be paid in the second payroll period in January of each year. Said pager availability compensation shall be prorated for members who retire or were hired on or after July 1, 2018.

| EVT/FIRE APPARATUS TECHNICIAN CERTIFICATION REQUIREMENTS | | |
|---|---|----------------|
| Level I | | Stipend |
| F1 | Maintenance, Inspection and Testing of Fire Apparatus | \$50 |
| E - O | Maintenance, Inspection & Testing of Ambulances | \$50 |
| T4 | ASE/Truck, Brakes | \$100 |
| Level II | | |
| F3 | Fire Pumps & Accessories | \$50 |
| F4 | Fire Apparatus Electrical Systems | \$50 |
| Master Level III | | |
| F5 | Aerial Fire Apparatus | \$50 |
| F6 | Allison Automatic Transmissions | \$50 |

ARTICLE 27
SAFETY

Section 27.1 **INDEMNIFICATION**

The City agrees to indemnify all uniformed members of the Fire Fighting force of the City of Fitchburg for expenses or damages incurred in the defense or settlement of a claim against them for bodily injuries, including death resulting therefrom, or for damages to property, arising out of the operation of apparatus owned, leased, rented and/or borrowed by the City or out of any other act of omission or commission occurring during and within the scope of their employment and in the discharge of their proper duties.

Section 27.2 **SAFETY/FITNESS COMMITTEE**

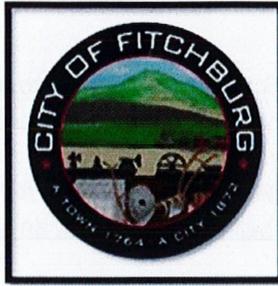
A Safety/Fitness Committee, representing the Union, shall meet with the Chief of the Department on a quarterly basis to discuss and make recommendations for improvements of the general health and safety of the employees. When a new piece of firefighting apparatus which is utilized by the members of the bargaining unit, is purchased for the Fire Department, its specifications shall be submitted to the Safety Committee and members of the bargaining unit for their review and non-binding recommendations as to the safety devices to be included on such apparatus. The Committee's recommendations shall be submitted to the Chief in writing. Purchases under this section shall not be subject to the grievance procedure.

Article 27, Safety, continued:

Section 27.3 **MANNING**

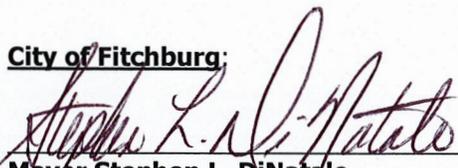
[Amended FY19]

The City agrees that it shall not allow an Engine Company to respond to an alarm with fewer than three (3) firefighters or a Ladder Company to respond with fewer than three (3) firefighters. In the implementation of this provision, it is agreed that the City shall not be under any obligation to call in firefighters on an overtime basis, expend any monies or to budget any overtime monies in order to maintain such response levels. The City shall retain the exclusive right to determine the number of Companies (Engine or Ladder) which shall be in service at any time.

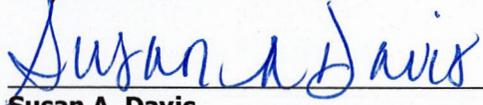


In witness whereof, the Parties hereto set their hands and seals on this ^{30th} day of **July, 2019**.

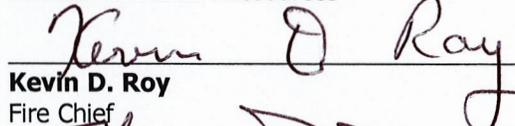
City of Fitchburg:



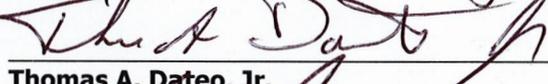
Mayor Stephen L. DiNatale



Susan A. Davis
Director of Human Resources



Kevin D. Roy
Fire Chief

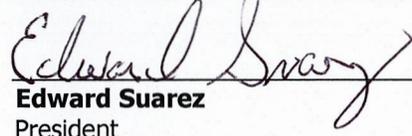


Thomas A. Dateo, Jr.
Deputy Chief

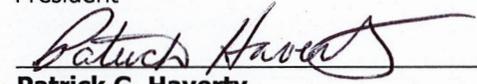


Vincent P. Pusateri II, Esquire
City Solicitor

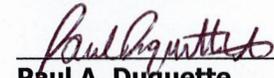
International Association of Fire Fighters/Local 3128:



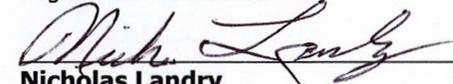
Edward Suarez
President



Patrick G. Haverty
Vice President



Paul A. Duquette
Negotiation Team Member



Nicholas Landry
Negotiation Team Member



Kristopher Maillet
Negotiation Team Member



Timothy M. O'Kane
Negotiation Team Member



APPENDIX A
CITY OF FITCHBURG/IAFF/LOCAL 3128 WAGE SCHEDULE
FY20 - FY22

| POSITION | 07.01.2019 | 07.01.2020 | 07.01.2021 |
|---|------------|------------|------------|
| | | | |
| Captain/25Y | 1,632 | 1,664 | 1,698 |
| Captain | 1,518 | 1,548 | 1,579 |
| Lieutenant/25Y | 1,418 | 1,446 | 1,475 |
| Lieutenant | 1,319 | 1,345 | 1,372 |
| Fire Prevention Director/25Y | 1,632 | 1,664 | 1,698 |
| Fire Prevention Director | 1,518 | 1,548 | 1,579 |
| Fire Alarm Director/25Y | 1,632 | 1,664 | 1,698 |
| Fire Alarm Director | 1,518 | 1,548 | 1,579 |
| FEMA Training Director/25Y | 1,632 | 1,664 | 1,698 |
| FEMA Training Director | 1,518 | 1,548 | 1,579 |
| Fire Prevention Inspector/25Y | 1,324 | 1,351 | 1,378 |
| Fire Prevention Inspector | 1,232 | 1,257 | 1,282 |
| HMER/EVT 4th Step/25Y | 1,232 | 1,257 | 1,282 |
| HMER/EVT Step 3 (1 year Step) | 1,146 | 1,169 | 1,193 |
| HMER/EVT Step 2 (1 year Step) | 1,069 | 1,090 | 1,112 |
| HMER/EVT Step 1 (1 year Step) | 944 | 962 | 982 |
| Firefighter 4th Step/25Y | 1,232 | 1,257 | 1,282 |
| Firefighter Step 3 (1 year Step) | 1,146 | 1,169 | 1,193 |
| Firefighter Step 2 (1 year Step) | 1,069 | 1,090 | 1,112 |
| Firefighter Step 1 (1 year Step) | 944 | 962 | 982 |

APPENDIX B - 1



BADGES AND INSIGNIA
IAFF/LOCAL 3128



| Badge or Insignia | FIREFIGHTER | LIEUTENANT | CAPTAIN |
|--|---|--|--|
| | Required: <ul style="list-style-type: none"> • 1 dress badge • 2 name badges • 1 hat badge | Required: <ul style="list-style-type: none"> • 1 dress badge • 2 name badges • hat badge • dress uniform collar insignia • work uniform collar insignia • silver metal hat strap | Required: <ul style="list-style-type: none"> • 1 dress badge • 2 name badges • hat badge • dress uniform collar insignia • work uniform collar insignia • silver metal hat strap |
| The Chief shall issue a dress uniform and hat badge for the positions listed above. | | | |
| Dress Badge | Blackinton style B-548, Nickel, A-8221 center seal with red enamel ring | Blackinton style B-548, Nickel, A-8221 center seal with red enamel ring | Blackinton style B-548, Nickel, A-8221 center seal with red enamel ring |
| Name Badge | Blackinton style B-537, Nickel, A-8221 center seal with red enamel ring | Blackinton style B-537, Nickel, A-8221 center seal with red enamel ring | Blackinton style B-537, Nickel, A-8221 center seal with red enamel ring |
| Hat Badge/Class B | Blackinton style B-547, Nickel, A-2886 center seal | Blackinton style B-547, Nickel, A-2876 center seal | Blackinton style B-547, Nickel, A-2875 center seal |
| Hat Badge/Class A | Blackinton style B-501, Nickel, with red enamel ring | Blackinton style Nickel, A-2879LF, A2896LF | Blackinton style Nickel, A2881, A2897 |
| Collar Insignia | | Blackinton Uniform A77294C, Nickel | Blackinton Uniform A7294F, Nickel |
| Collar Insignia | | Blackinton Dress Uniform, A2912, Nickel | Blackinton Dress Uniform, A175, Nickel |
| Hat Strap | | Blackinton V298, Nickel | Blackinton V298, Nickel |

APPENDIX B - 2



CLASS B UNIFORM REQUIREMENTS
IAFF/LOCAL 3128



| | |
|---------------------------------|---|
| <p>BELT, PANT, SHIRT</p> | <p>Belts worn with the uniform shall either be of the plain black leather with the concealed belt buckle type or of the self-rescue repelling belt in black. The Lion brand station uniform in Navy blue or the Flying Cross by Fechhimer, Short sleeve shirt #86N5286, long sleeve shirt #36N5286, and work pants #H482000 or the X-caliber long and short sleeve shirts, style numbers HS1141 and HS1123 and pants, style numbers PCU2N, WCU2N, or the Elbeco brand navy blue poly/cotton six pocket tactical wear pants, Style number E 614, shall be the department uniform. Navy blue shall be the standard shirt and pant color with exception to Acting Chief officers and positions designated by the Chief of the Department. Materials of either NOMEX III or fire resistant material may be worn in place of the present material, but this is at the firefighter's option. Uniform shirts shall have concealed buttons and shall not have shoulder epaulets. Uniform shirts will be worn with the uniform badge on the left chest and a uniform patch on the left arm. EMT's may optionally wear the approved Professional Firefighter EMT patch on the right arm. Uniforms shall be worn with black socks unless approval is given by the Chief of the Department due to medical necessity. Whenever medical reasons require a cotton sock, an all-black sock shall be worn. White socks will be allowed when wearing high-sided shoes such as leather structural firefighting shoe or a plain toe high-sided shoe. The red approved "Support our Troops" shirts may be worn on Fridays until further notice. The Class "B" uniform hat will be the eight point style.</p> |
| <p>FOOTWEAR/ STATION</p> | <p>The ranger MFG. "Safety shoe" shall be allowed as an optional work shoe along with the Ranger "Firewalker" shoe and the plain toed leather shoe or boot. Equivalent shoes as determined by the Chief of the department may be allowed, however, only with his approval.</p> |
| <p>HAT/BASEBALL CAP</p> | <p>The navy corduroy or cloth baseball cap with the reduced size uniform patch, or embroidered city logo, shall be the approved uniform cap. The cap shall be worn only during allowed periods such as brush fires, emergency and non-emergency calls that do not require protective clothing such as medical and service calls, training when protective clothing and helmets are not required, station house activities. It shall be the deputy chiefs' discretion if it is not appropriate to wear a cap instead of the class B eight point hat. Officer's discretion shall be final. (Baseball caps will not be allowed for in service inspections)</p> |
| <p>SWEAT SHIRT</p> | <p>The department approved sweat shirt will be either the "RUBIN" style sweat shirt with denim collar and elbow patches in navy blue or the "PARAMOUNT" FR sweat shirt in navy blue. Either shirt must have the approved embroidered logo, which may show the company assignment. See APPENDIX - A - page 9. The letters "F.F.D." approved for the back of the approved sweatshirt shall be 5" high and 3-1/4" in width for the F's and 5" high and 4-3/4" in width for the D's.</p> |
| <p>T-SHIRT</p> | <p>T-shirts may be worn during normal periods of exercise, training, station work and during high humidity. T-shirts shall not be worn during in-service inspections or when the Deputy Chief deems it inappropriate. Tees are to be Navy blue in color and have the approved silk screen logo. See APPENDIX - A page 8. Mock turtleneck, long sleeve, navy blue shirts may be worn under the approved work shirt during the day shift and under the approved sweatshirt during night shifts in cold weather. The letters "F.F.D." are to be embroidered on the collar in the front of the shirt, so that the letters are visible. These shirts are to be worn under approved shirts only. Members of the Dive Rescue Team may wear a T-shirt with "Dive/Rescue" on the back and a dive helmet in the center of the Maltese cross on the front. These are to be worn at the approved times, same as our present T-shirts or at dives.</p> |
| <p>WORK JACKET</p> | <p>In addition to the standard, required "Lion" work jacket, (Navy Blue work jacket, Style 3432, with a 794 liner) the "Game" work jacket (Style 1221J) may also be worn as part of the Class B uniform. The Navy Blue jacket shall have the approved Maltese cross, company, name and number logo, or, the Fitchburg Fire patch, embroidered on the left side chest. The back of the coat, shall have Fitchburg (above) and Fire (below) embroidered in red letters. The firefighter's name and rank may be stitched on the front, right, chest of the coat. This coat is an "option" and does not replace the current "Lion", jacket that is part of the Class B uniform.</p> |
| <p>WORK OUT CLOTHING</p> | <p>Sweat pants or sweat shorts must be navy blue in color. Insignia on the pants or shorts is optional. Only approved work out clothing, including the three-button sweatshirt or navy approved tee shirt will be allowed for workout. Any jogging suits for cold weather running outside the station must get approval of the deputy chief. The jogging suit must be removed prior to boarding the fire apparatus for dispatch. Whenever anyone is wearing work out clothing and they are dispatched on a run, they shall wear full protective clothing including bunker pants.</p> |

APPENDIX B - 3



DRESS UNIFORM IAFF/LOCAL 3128



| FIREFIGHTER | |
|---|---|
| Uniform Hat/Dress Standard Bell Cap | Firefighters shall wear a blue hat with appropriate hat badge (B501 nickel hat badge) and silver "FD" strap buttons. Firefighter's hat strap shall be black. |
| Dress Uniform | <p>The dress uniform shall be NAVY Blue, New York City style, no outside pockets. Firefighters shall be single breasted with four (4) silver buttons. The buttons shall be West point / Elbeco 1370 series or equal.</p> <p>The dress uniform coat shall only have the department shoulder patch attached to the left sleeve. The department dress uniform badge shall be worn on the dress uniform.</p> <p>For each five years of service beginning with the fifth anniversary, each dress uniform shall have the appropriate number of service stripes. Firefighter service stripes shall be blue 1/4' x 1 1/4", mounted four (4) inches from the end of the cuff in the middle of the outside lay of the sleeve. Bars shall be mounted perpendicular to the run of the cuff. The dress uniform shirt shall be the flying cross style 15wl 500 or equal, with epaulets in either long or short sleeve, in regular or tropical weights. The uniform patch shall be on the left sleeve with the name badge worn on the shirt. The dress uniform overcoat shall be the Blauer Ceiling "0" 7000. This became effective on 7/1/2005.</p> |
| LIEUTENANT | |
| Uniform Hat/Dress Standard Bell Cap | Lieutenants shall wear a white hat with appropriate hat badge (A2879LF, A2896LF) and silver "FD" strap buttons and silver metal hat strap. |
| Dress Uniform | <p>The dress uniform shall be Navy Blue, New York City style, no outside pockets. Officers shall be double breasted with five (5) silver buttons. The buttons shall be West point / Elbeco 1375 series or equal. The dress uniform coat shall only have the department shoulder patch attached to the left sleeve. The department dress uniform badge shall be worn on the dress uniform left side breast. Officers shall wear large collar insignia centered approximately 1 1/4" from the end of the coat collar.</p> <p>For each five years of service beginning with the fifth anniversary, each dress uniform shall have the appropriate number of service stripes. Service stripes shall be silver 1/4' x 1 1/4", shall be mounted above the rank piping, perpendicular to the run of the cuff. Lieutenants shall have one silver ring of 1/2' piping mounted four (4) inches from the sleeve cuff.</p> |
| CAPTAIN | |
| Uniform Hat/Dress Standard Bell Cap | Captains shall wear a white hat with appropriate hat badge (A2897, A2881) and silver "FD" strap buttons and silver metal hat strap. |
| Dress Uniform | <p>The dress uniform shall be Navy Blue, New York City style, no outside pockets. Officers shall be double breasted with five (5) silver buttons. The buttons shall be West point / Elbeco 1375 series or equal. The dress uniform coat shall only have the department shoulder patch attached to the left sleeve. The department dress uniform badge shall be worn on the dress uniform left side breast. Officers shall wear large collar insignia centered approximately 1 1/4" from the end of the coat collar.</p> <p>For each five years of service beginning with the fifth anniversary, each dress uniform shall have the appropriate number of service stripes. Service stripes shall be silver 1/4' x 1 1/4". Service stripes shall be mounted above the rank piping, and shall be mounted perpendicular to the run of the cuff - Captains shall have two (2) silver rings of 1/2' piping, spaced 1/2' apart, the first mounted four (4) inches from the sleeve cuff.</p> |
| <p>The dress uniform shirt for Captain and Lieutenant shall be the flying cross style 15wl 500 or equal, with epaulets in either long or short sleeve, in regular or tropical weights. The uniform patch shall be on the left sleeve with the name badge worn on the shirt. The dress uniform overcoat shall be the Blauer ceiling "0" 7000. The coat will have a badge holder on the left breast, a Fire department patch on the left shoulder, four silver buttons on the front, one on each sleeve and each shoulder. This became effective on 7/1/2005.</p> | |

APPENDIX B - 4

**UNIFORM REQUIREMENTS
STRUCTURAL FIRE FIGHTING
IAFF/LOCAL 3128**



| | |
|----------------------|--|
| BOOTS | All boots worn for the purpose of structural firefighting shall be compliant with the NFPA pamphlet 1974, ANSI specification Z41, and shall have a steel toe, steel shank and steel insoles. All boots shall be labeled as being compliant with ANSI. Three quarter length boots are exempt from NFPA compliance, as there are none for three quarter length boots. Boots not labeled as being compliant with ANSI shall not be kept at the fire station or worn for firefighting purposes. Three quarter length boots shall be worn only with a minimum 40" length coat, with exception to provisions for shorter fire fighters. All fire fighters appointed after 7/1/1993, shall wear bunker pants on a 24 hour a day basis and shall not wear three quarter length boots for firefighting purposes. Three quarter length boots may be maintained for non-firefighting situations such as flooding type water problems. |
| BUNKER PANTS | The outer shell material and thermal vapor barriers for bunker pants shall meet the same criteria as for turnout coats, along with being black in color by July 30, 1998. The bottom of the leg shall have 3" cuff trim of approved reflective material and shall be in lime yellow for firefighters and red/orange or red/orange with silver reflective stripe for Lieutenants and Captains. Pockets and other options shall be at the firefighter's discretion. All firefighters appointed after 7/1/1993, shall wear bunker pants on a 24 hour a day basis and shall not wear three quarter length boots for firefighting purposes. Three quarter length boots may be maintained for non-firefighting situations such as flooding type water problems. |
| GLOVES | All gloves worn by firefighters for structural firefighting shall comply with the most recent revision of the NFPA pamphlet for structural firefighting gloves, at their time of purchase. Gloves not NFPA compliant shall not be brought on the fire ground. The ONLY exception to this shall be to allow double wool type mittens for exterior cold weather operations. |
| HELMETS | Firefighting helmets may be of the leather type or leather style or other approved type and style. Firefighters, Lieutenants and Captains helmets shall be black with appropriate front piece. Helmets shall incorporate in impact cap, either constructed within the helmet or as an independent piece, but in no case shall a helmet not have an impact cap. Eye protection shall be provided by either wrap around shield or "Bourke" flip down eye shields. All helmets regardless of style shall have a leather front affixed indicating the rank and piece of apparatus assigned. On leather helmets, the traditional 6" style front shall be affixed; other helmets shall have the appropriate size front for that particular style affixed. Helmet fronts - see APPENDIX A pages 4 through 7. Personalization of the helmets is allowable, but shall be kept to a minimum and in no case shall anything which may jeopardize the safety of the firefighter be allowed. It shall be the final decision of the shift deputy as to what is not allowed on the firefighter's helmet. Additional lighting or door wedges shall be carried on the helmet at the option of the firefighter. |
| HOODS | All firefighters shall have, as part of their structural firefighting clothing, an NFPA compliant protective hood. At its time of purchase, it shall comply with the most recent revision of the NFPA pamphlet for hoods for structural firefighting. |
| TURN OUT COAT | All new protective turnout coats purchases shall be compliant with the most recent revision of the NFPA pamphlet for structural firefighting clothing. The outer shell material may be Nomex, PBI, Kevlar, Kevlar/Nomex, top coated Nomex or any other compliant shell when used with proper vapor and thermal barriers. The color of the outer shell shall be BLACK for Fire Fighters, Lieutenants, and Captains. The reflective trim for the turnout coat shall be in lime yellow for firefighters and red/orange or red/orange with silver reflective stripe for Lieutenants and Captains. All coats shall have 3" lettering "F.F.D." on the back with the option of having 3" lettering of their last name or initials. All turnout coats shall have a radio pocket mounted on the chest area of the coat. Additional pockets and other options shall be at the firefighter's option. Thermal and vapor barriers for the turnout coats shall be compatible for the outer shell to maintain NFPA compliance. Length of the coat shall meet the requirement of the type of lower torso protection being worn so as to provide the recommended minimum overlap of 8". Short style coats shall be worn only with matching style bunker pants. Three quarter length boots shall be worn only with a minimum 40' length coat, with exception of provisions for shorter firefighters. |

APPENDIX C
CITY OF FITCHBURG AND IAFF/LOCAL 3128
Ambulance Agreement

This document serves as an Agreement between the City of Fitchburg and the Fitchburg Permanent Firefighters Association IAFF 3128. This agreement replaces all past negotiated agreements, regarding the ambulance service between the City of Fitchburg and Local 3128.

Local 3128 agrees to operate a Basic Life Support (BLS) ambulance out of Central Station using members of Local 3128 to staff it, also under the terms of the agreement Local 3128 agrees to allow MedStar Ambulance to house and run two (2) Advanced Life Support (ALS) ambulances staffed by MedStar personnel, one at Central Station and one at the Oak Hill Station.

During this agreement MedStar personnel housed in Fitchburg Fire Department stations will be under the supervision of Fitchburg Fire Department officers for the purpose of decorum and housekeeping duties.

Staffing of the BLS ambulance will be staffed according to departmental seniority. This includes all officers and privates not performing their "BID" job. This will also include any member hired on overtime (Privates and Officers not working in an Officer's position.) The ambulance shall be filled on a shift by shift basis. Local 3128 members may bid any open job on the ambulance. This process will follow Article 18 of the contract between the City of Fitchburg and Local 3128.

Local 3128 will maintain an Ambulance Committee comprised of Local 3128 members. This committee's duties will include but are not limited to:

- Ongoing issues and concerns raised by Local 3128 members;
- Discussions as to the direction and future of Local 3128 running and maintaining a Fire Department run ambulance service;
- Discussion and implementation of more adequate training for Local 3128 members;
- Discussion and implementation of a QA/QI (quality assurance) program performed by qualified personnel.

All discussions and/or negotiations between the City of Fitchburg and Local 3128 that affect or regard the ambulance service shall include the ambulance committee or EMS Coordinator, as well as Local 3128 elected officials.

APPENDIX D
CITY OF FITCHBURG AND IAFF/LOCAL 3128
HAZMAT AGREEMENT
FY20 – FY22

1. Hazardous Materials Technician training, in compliance with the state regulations and guidelines, as provided by the Massachusetts Fire Academy, shall be made available to each member of Local 3128, on a seniority basis and offered to a minimum of four (4) members per year, until all interested members are trained.
2. Training shall commence with the first available Massachusetts Fire Academy Hazardous Materials Technician class after January 1, 1997. The course shall provide training to the level of certification, by the Massachusetts Fire Training Council, to be able to operate on a Massachusetts State Regional HAZ-MAT team.
3. Candidates shall be selected in order of departmental seniority, regardless of rank. Members attending this training will be taken off their regular shift and assigned to a HAZ-MAT Tech class.
4. Unless fewer than four (4) member's names are submitted to the Chief of the department for HAZ-MAT Tech training class, at least four (4) candidates shall be submitted for consideration to the HAZ-MAT Tech training class per year.
5. Candidates shall comply with all state rules, regulations, and guidelines and criteria for and during the selection and training process.
6. Notice will be posted by the Training Division as soon as practicable for any upcoming HAZ-MAT Technician training classes at the Massachusetts Fire Academy. It will be posted at all stations, fire alarm and fire prevention.
7. Selected candidates will be "signed off" by the City and the President of Local 3128 for admission to the HAZ-MAT Technician training class and the regional Hazardous Materials team, if qualified.
8. Continuing education, training, and re-certification for HAZ-MAT Techs who have not been placed on the State team, shall be allowed to attend the one (1) week thirty six (36) hour recertification class, taken off their shift and assigned to class.
9. Candidates who do not successfully complete the HAZ-MAT training shall not be accepted a second time until each member has had at least one (1) opportunity to attend such training. This shall not apply to any member removed from a training class beyond their control, i.e. illness, injury, personal emergency or other circumstances beyond the individual's control. Such determination shall be made by conference of the chief, two (2) of his/her representatives and the three (3) selected union officers, President, Vice President, and Secretary-treasurer.
10. Candidates experiencing such circumstances beyond their control shall be allotted a space in the next available training class.
11. Local 3128 and its members understand attendance and completion of any Hazardous Materials Technician course does not mean guaranteed placement on a HAZ-MAT team. Furthermore, all HAZ-MAT Technician candidates must comply with state rules and regulations for admittance to any team.

APPENDIX E

SAFE Program Guidelines FY20 – FY22

Guideline #1: Instructors:

Members of local 3128 shall be selected and trained as **SAFE** instructors, per state requirements and guidelines. The number of instructors shall be determined each year by the Chief and the Union.

Selection of instructors shall be by department seniority, from candidates who submitted their names in writing to the Chief of the Department.

The **SAFE** instructors shall work with the Chief of the Department, Fire Prevention, Director of Public Health and the School Department to create a comprehensive, interesting, educational program for children. The goal is to establish a solid foundation on which to build a continuing educational program with available funding. Any member chosen as an instructor shall not be required to give up their job bid. Instructors shall represent the Fitchburg Fire Department in the daily work uniform.

Guideline #1a: Instructor Training:

Upon receipt of a **SAFE** program grant, selected members shall be re-assigned, when and as required, from their regular duties, to attend the period of initial or subsequent instruction as a **SAFE** instructor. During this training, attendees shall not be required to perform their regular shift duties. No regular overtime funds shall be required to be spent, except at the direction of the Chief, or when manning drops below the safe minimum as prescribed by the collective bargaining agreement, for the specific purpose of training **SAFE** instructors.

SAFE instructors shall be re-bid every year. Selection of instructors shall be by departmental seniority, from candidates who have submitted their names in writing to the Chief of the Department, for successive year programs.

Guideline #2: Compensation:

Instructors shall be paid at their ranks' prevailing rate of overtime, for time worked on the **SAFE** program beyond their regular workweek. All instructors overtime accrued shall be paid from **SAFE** grant funds. Instructors shall submit a weekly time slip to the Chief for approval, indicating all time worked. This time slip shall indicate all regular and additional hours worked. For the **SAFE** Program, **NO** compensatory time of any kind shall be accrued or allowed in lieu of regular or overtime pay.

Guideline #3: Hours of Duty:

When assigned to work a regularly scheduled shift, **SAFE** instructors shall be given time off from their regular duties to participate in **SAFE** program activities. Instructors shall return to regular duty after completion of such activities. On a scheduled day off, instructors shall report to work, as the program requires. Instructors shall report to the duty Deputy Chief that they are "ON DUTY" working on the **SAFE** program. Instructors shall be in the daily uniform.

Guideline #4: Replacement, On Duty:

SAFE funds shall be used as prescribed by state guidelines, and shall be used to replace the **SAFE** instructor with a line Fire Fighter as prescribed by the collective bargaining agreement.

All overtime created by the **SAFE** program shall be recorded as Fire Watch Duty.

SAFE instructor overtime shall be recorded in the "Fire Watch Duty" log. Instructors shall be replaced hour for hour, when required by the collective bargaining agreement. Four (4) hours pay at the replacement fire fighters ranks prevailing rate, shall be the minimum.