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CITY OF AMESBURY
IN THE YEAR TWO THOUSAND TWENTY-THREE

SPONSORED BY: *Kassandra Gove* **BILL No. 2023- 032**
Kassandra Gove, Mayor

An Order to fund the employment agreement between the City of Amesbury and the International Association of Firefighters Local 1783, I.A.F.F., dated July 1, 2022 to June 30, 2025.

Summary: This appropriation will transfer \$284,532.76 from Free Cash to the Fire Department Personal Services to adjust the approved FY23 Budget in order to reflect salary adjustments and the cost of the FY 2023 portion of the 3-year labor contract between the City of Amesbury and the International Association of Firefighters Local 1783, I.A.F.F.

Pursuant to Chapter 95, Section 95-2 of the City Ordinances, the initial request for appropriations for funding of a labor contract agreement must be submitted by the Mayor as a unique measure separately from the annual operating budget and be accompanied by a copy of the contract for which funding is requested.

Be it Ordered by the City Council of the City of Amesbury assembled, and by the authority of the same as follows:

Authorize the transfer of \$284,532.76 from Free Cash to the Fire Department Personal Services to fund the FY 2023 portion of the 3-year labor contract between the City of Amesbury and the International Association of Firefighters Local 1783, I.A.F.F., dated July 1, 2022 to June 30, 2025.

**MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF AMESBURY
AND
LOCAL 1783 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
FEBRUARY 8, 2023**

WHEREAS the City of Amesbury (the "City") and the International Association of Firefighters Local 1783 ("I.A.F.F" or the "Union") are parties to a collective bargaining agreement (the "CBA");

WHEREAS, the parties' current CBA has an expiration date of June 30, 2022;

WHEREAS, the parties have engaged in good faith negotiations and have reached a successor agreement, subject to ratification and appropriation of funds.

NOW, THEREFORE, the parties agree as follows:

1. The parties agree to a three-year agreement, for the period of July 1, 2022 through June 30, 2025.
2. All terms of this Agreement and of the preceding Memorandum of Agreement governing the period of July 1, 2019, through June 30, 2022, shall be integrated into one complete CBA.
3. The parties agree to the following wage increases:

Adopt wage matrix attached.

Effective July 1, 2022: 3% increase.

Effective July 1, 2023: 3% increase.

Effective July 1, 2024: 2% increase, wage consolidation
4. The parties agree to add language in Article 11 Section 6: Special Paid Detail, effective upon ratification and funding.

SECTION 6: Special Paid Detail

All employees covered by this Agreement who are requested to report for a private detail, shall be paid at least a minimum of four (4) hours at the hourly rate of \$70.00 paid by the vendor. Employees shall be paid an eight (8) hour rate if the detail goes over the four (4) hour minimum and is less than eight (8) hours. Employees shall be paid at one (1) hour intervals after eight (8) hours. Any legal holiday or weekend (6:00pm Friday to 8:00am

Monday) shall receive an additional \$5.00 per hour. A minimum of two (2) hours shall be required to cancel a detail. Whenever an event or private detail is serving or allows alcoholic beverages an additional \$10.00 per hour will be added to the hourly rate.

Special details shall be deemed to include all duties or assignments outside of the regularly scheduled detail of the daily routine, and shall expressly include without limitation, all burning details, standby detail, private party details. Whenever a detail is to be paid for by the Employer, the Fire Chief shall determine whether or not said detail is a special within the meaning of this section. For all details, a minimum of 2 qualified members (specific to the requirements of the detail) shall be required. For any detail where 3 or more members are required, at least 1 shall be an officer.

5. The parties agree to amend Article 6 to add Juneteenth as a paid holiday.

6. The parties agree to amend Article 3 “Duties” to add the following section:

Article 3 Duties

K. All members of the unit shall undergo a yearly physical certifying by their primary care physician that they are capable of performing the essential duties of the position as set out in Section 1 of the article, the City being responsible for the associated costs.

8. The parties agree that a new article be added to the agreement providing for drug and alcohol testing in cases of reasonable suspicion or after an accident-causing personal injury or property damage. The parties agree to create a mutually agreed upon policy.

9. The parties agree to adopt a mutually agreed upon social media policy.

10. The parties agree that pronouns throughout the contract be brought up to date and that Article 16 be retitled: “Staffing”.

11. The parties agree to amend Article 9 Sick Leave Section 9 to the following language.

~~Each employee covered by the bargaining Agreement shall be granted twenty four (24) hours personal leave per year with no restrictions.~~

Personal time will be granted as follows.

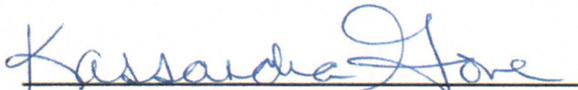
Upon hire through 10 years of service: 24 hours per year

10 years of service through 19 years of service: 48 hours per year

20 years of service: 72 hours per year

When the shifts are reduced to six (6) Firefighters on duty, in accordance with Article 15 sec 1-b, no personal hours shall be granted during Thanksgiving from 0800 hours to 1800 hours, on Christmas Day from 12/24 1800 hours to 1800 hours on 12/25, New Years from 12/31 1800 hours to 1800 hours on 1/1.

For the City of Amesbury:


Kassandra Gove, Mayor

For I.A.F.F, LOCAL 1783


Michael Sweeney


Carl Rizzo


Robert Serino

Dated: 3/1/23

Dated: 02/27/23

AGREEMENT

by

The CITY of AMESBURY

and

INTERNATIONAL ASSOCIATION of
FIREFIGHTERS LOCAL 1783, I.A.F.F.

JULY 1, 2019 to JUNE 30, 2022

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This agreement is made and entered into by and between the City of Amesbury and Local 1783, I.A.F.F., AFL-CIO, this _____ day of _____ April, 2020 _____.

PREAMBLE

This Agreement entered into by the City of Amesbury, hereinafter referred to as the Employer, and Local 1783, International Association of Firefighters, AFL-CIO, hereinafter 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, hours of work, and standards of productivity and performance.

ARTICLE 1
Recognition

The Employer recognizes Local 1783, I.A.F.F., AFL-CIO, as the sole bargaining agent for all permanent full-time Civil Service employees of the Fire Department, exclusive of the Fire Chief, Deputy Fire Chief, and Clerk/Dispatchers.

The rights of the Employer and Employees of the Fire Department shall be respected and provisions of this Agreement shall be observed for the orderly settlement of all questions.

SECTION 1: Management Rights

Except as otherwise expressly provided by the terms of this Agreement, the determination of policy and the operations of the Fire Department are vested solely in the Fire Chief. Provided further, that only as otherwise expressly provided by the terms of this Agreement, nothing shall be construed to in any way alter, modify, change, or limit the authority of the Fire Chief, as provided by law or the Charter of the City of Amesbury.

In making rules and regulations and in the determination of policy and operations of the Fire Department relating to personnel policy procedures and working conditions, the Employer shall give due regard and consideration to the obligations imposed by this Agreement.

SECTION 2: Union Security

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

SECTION 3: Payroll Deductions of Union Dues

Subject to the provisions of General Laws, Chapter 180, Section 17A, the Employer shall deduct from the salary of any employee such amounts as the employee may specify in writing to the City Treasurer for the payment of Association dues. The Employer will remit such amounts to the Treasurer of the Association. Any authorization may be withdrawn by an Employee giving sixty (60) days notice in writing to the City Treasurer and filing a copy with the Treasurer of the Association.

The Association shall indemnify and save the Employer harmless against any claim, demand, suit, or other form of liability that may arise out of or by reason of action taken by the Employee for the purpose of complying with this section.

SECTION 4: Time Off for Union Negotiations and Conventions

The officers of the Union and such employees not to exceed three (3), as may be designated from time to time by the Union as members of the collective bargaining unit, negotiating team, members of the Grievance Committee, and members of Special Committees, shall be allowed reasonable time off for Official Union business, negotiations, and conferences with the Mayor, Fire Chief, or their respective duly designated representatives as provided for in the Grievance procedure, without loss of pay, benefits, seniority, and without being made to make up said loss of time. In conducting any of the foregoing business, no employee shall be allowed to leave the premises of the Fire Station without the approval of the Fire Chief or Officer in Charge.

In the event that a grievance meeting concerning the terms of this Agreement is held outside the greater Amesbury area, the Employer agrees that one member may represent the Union without loss of pay, benefits, or seniority and without the requirement to make up said loss of time.

SECTION 5: Conventions

Delegates to be allowed time off without loss of pay to attend Massachusetts State Labor Council, AFL-CIO, and Association of Firefighters of Massachusetts AFL-CIO Convention, and IAFF AFL-CIO Conventions; however, the term, allowed time off without loss of pay, shall not exceed one (1) man, four (4) days in total for each Convention.

SECTION 6: Service Fees

Service fees as provided in Section 12 and 17G, Chapter 1078 of Acts of 1973.

SECTION 7: Strikes

Pursuant to Massachusetts General Laws, Chapter 150E, Section 1, Section 2, and Section 9A, no public employee shall induce, encourage, or condone any strike, slowdown, or withholding of services by such public employees. If as a result of Legislative attempts to reduce the Binding Arbitration provisions of said Chapter 150E, then it is agreed that the provisions provided by the legislature shall govern this section which are subject to Judicial determination.

ARTICLE 2
Retention of Civil Service Rights

SECTION 1: Civil Service

The members covered by this Agreement shall retain their Civil Service rights now in effect and regulated by Chapter 31 of the General Laws of Massachusetts, or as may come into effect by subsequent amendment of said Chapter 31.

Where an employee or the Association elects to use the binding arbitration procedure contained in Article 17 of this Agreement, that procedure shall be exclusive and the employee or the Association shall not thereafter have recourse to any rights under Chapter 31. It is further agreed that the Union will have the right to process a grievance as outlined in Article 17 and will not have to choose between arbitration or civil service until after the Mayor has heard the grievance.

SECTION 2: Vacancies

All promotions within the Department to the ranks of Lieutenant and Captain shall be made as a result of competitive examination given and granted by the Division of Civil Service, notice of which examination shall be given, if possible, six (6) months in advance of the exam. The authorities shall make promotions as soon as practicable after a vacancy occurs.

The employer shall anticipate and plan for the filling of vacancies in officer ranks and shall make all reasonable effort to have a promotional list available to fill such vacancies. In a case where a Civil Service list is in force for the following of provisional, acting, and temporary positions, such appointment shall be made from said list.

SECTION 3: Protection

In the event that the Employer or its employees are withdrawn from coverage under Massachusetts General Law, Chapter 31, the Employer and the Union shall enter into immediate negotiations in order to ensure that the Employees covered by this Agreement will be provided with rights, privileges, and benefits equal to or greater than those enjoyed by employees under said Chapter 31.

SECTION 4: Waiver Clause

The failure, refusal or neglect of either party hereto to insist upon compliance with all of the terms of this Agreement on any occasion shall not be construed to be a waiver by that party of its right to insist upon compliance in the future with such terms and conditions.

SECTION 5: Conflicts with Agreement

It is the intention of this Agreement to govern matters of wages, hours, and working conditions as specifically provided. In the event of any conflicts between any provision of this Agreement and any municipal by-law or rules, or any order or rule of the Chief adopted subsequent to the inception date of the contract, the contract shall prevail.

SECTION 6: Retention of Benefits, etc.

All Benefits, rights, privileges, and seniority presently enjoyed by the employees, except as modified herein, shall be retained and protected by this Agreement, including without limitation, all Civil Service rights.

SECTION 7: Residency Requirements

Notwithstanding the provisions of G.L. Chapter 31, Section 58, and pursuant to G.L. Chapter 150E, all permanent firefighters hired by or transferred to the City of Amesbury after November 1, 2016 shall maintain residency anywhere within fifteen (15) miles of the City's borders and may live either in the Commonwealth of Massachusetts or in the State of New Hampshire, so long as their residence is within fifteen (15) miles of the nearest border of the City. All permanent firefighters hired by or transferred to the City of Amesbury prior to November 1, 2016 shall be allowed to maintain residency without restrictions in the Commonwealth of Massachusetts or in the State of New Hampshire.

ARTICLE 3
Duties

The duties of the members of the Fire Department shall consist of:

- A. Saving of lives and protection of property at fires and in other disasters or accidents to which the Fire Department may be summoned.
- B. Combating, extinguishing fires as a member of a Firefighter force or team.
- C. Operation and care of equipment and apparatus assigned for the use of the Firefighting Company or Team.
- D. Fire prevention work, including assigned Public Relations work, and the inspection of structures to eliminate fire hazards.
- E. Participation in drills and training programs designed to improve operations of the Department and to improve the effectiveness of Firefighting, Fire prevention work, and Life saving.
- F. Keeping the quarters of the Department of the Firefighters at the Fire Station and grounds neat and clean, and doing emergency maintenance, as necessary.
- G. To follow the rules and regulations of the Fire Department and perform relative work, as required.
- H. Inventory and administer a street identification and building number program for the town (i.e. make certain that all streets are properly identified and homes and other buildings properly numbered).
- I. Maintain grounds at Fire Station up to East wall of Police Department, except that employees will not be required to cut grass or remove plowable snow.
- J. Test fire hydrants and oversee that marking of hydrants conforms to NFPA standards.

ARTICLE 4
Hours and Overtime

SECTION 1: Hours

The average work week of employees of the Employer covered by this Agreement shall be 42.0 hours. The normal tour of duty for employees shall be twenty-four (24) hours to be divided into a day shift of ten (10) hours and a night shift of fourteen (14) hours. The eight-day cycle plan will be used, consisting of one (1) twenty-four (24) hour tour on, one (1) twenty-four (24) hour tour off, one (1) twenty-four hour tour on and the balance of the time off. For the purpose of sick leave, personal leave, vacation, holidays, and swaps, each twenty-four (24) hour tour shall be divided into a day shift and a night shift with no reduction in the present benefit computations unless otherwise modified by this Agreement.

SECTION 2: Overtime

All hours worked in excess of the average 42-hour work week shall be compensated for at the overtime rate of pay set forth in Article 4, Section 4.

SECTION 3: Call Back

When a member comes in for a callback, they will be compensated for a minimum of two (2) hours. The Lieutenant/OIC shall use these members to the best advantage of the department. This includes responding to emergency calls, or other normal tasks that need to be performed. If the member is kept past the two (2) hour time, that member will be compensated in one (1) hour intervals thereafter. The time calculation shall begin from the time that the call is toned out to members by dispatch. Members who are covering on call back, for all calls, are considered relieved from call back coverage duty when all apparatus and personnel on regular duty are back in the station and in service, or as otherwise directed by the officer in charge. A Member who is relieved from call back coverage duty prior to the expiration of the minimum two (2) hour period may be called back during that same two (2) hour period and compensated for another minimum of two (2) hours only at the discretion of the Chief/Lieutenant/OIC. Notwithstanding any other provisions of the collective bargaining agreement to the contrary, at no time shall any member be paid more than time and a half for any time worked under this Call Back Policy.

SECTION 4: Overtime Rate of Pay

The hourly rate of overtime shall be equal to one and one-half (1 ½) the hourly rate of the employee.

SECTION 5: Extra Work

There shall be no discrimination within the Department regarding extra work details or overtime work; each man should be given an equal opportunity to perform these extra details. Permanent full-time Civil Service employees of the Fire Department shall, if practicable, be contacted and given first refusal on an equal opportunity basis on any matter pertaining to normal Fire Department routine and paid detail.

SECTION 6: Overtime Assignments

All overtime assignments shall first be offered to permanent, full-time Civil Service members of the Fire Department.

ARTICLE 5
Vacations

SECTION 1:

All employees covered by this Agreement shall be entitled to the following vacation schedule without loss of pay:

At the completion of one (1) year, ninety-six (96) hours;

At the completion of five (5) years, one hundred and forty-four (144) hours;

At the completion of twelve (12) years, one hundred and ninety-two (192) hours; At the completion of twenty (20) years, two hundred and forty (240) hours.

SECTION 2:

In order to provide an adequate firefighting force for protection of life and property under normal conditions, the total number of personnel on vacation, at one time, shall not exceed as follows:

When staffed at 6: 1 member may be on vacation.

When staffed at 7 or more: 1 private AND 1 officer may be on vacation. If an officer so chooses to not use his/her vacation, 2 members regardless of rank may be on vacation.

SECTION 3:

The City reserves the right, through the Chief, to reduce the number of men on vacation at any time in order to maintain an adequate firefighting force for the protection of life and property during unusual emergencies. An example of such emergency would be numerous or prolonged absences due to sick leave(s) or disability leave(s).

Vacations will be chosen by rank and seniority-in-rank on a shift level. Identical seniority dates will be decided by Civil Service mark.

SECTION 4:

All employees shall be given the opportunity to take at least two (2) weeks of their respective vacations between June 1st to September 15th. Vacations may, with the consent of the Fire Chief, which consent will not be unreasonably withheld, be taken at any time during the calendar year. An employee shall be deemed eligible for and entitled to vacation as of the first day of each calendar year or at the completion of employee's anniversary date. All vacation requests shall be made in triplicate. The third copy shall be returned to the employee within three (3) working days of the request.

SECTION 5:

Vacation fill-ins shall be implemented according to a continuously updated seniority list kept by the Fire Chief, a current copy of which shall be posted in each firehouse and sub station.

SECTION 6:

If an employee, because of illness or accident, is unable to begin his vacation as scheduled, the employee may so notify the Fire Chief and his status shall be changed from absent on vacation to absent on sick or injury leave.

SECTION 7:

Any employee may be able to take his vacation in two (2) hour increments or groups of hours, upon appropriate notice on the appropriate form submitted to the shift commander and approved by the Chief at least seventy-two (72) hours before said vacation day or night.

SECTION 8:

Any employee, who is retiring pursuant to the provisions of Chapter 32, may elect to receive any accumulated vacation time as a lump sum payment in his last regular paycheck. It is understood that said vacation payment will not be calculated as regular compensation for purposes of retirement.

ARTICLE 6

Holidays

The following holidays shall be paid holidays for all permanent full-time Civil Service members of the Fire Department:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

SECTION 1: Holiday Pay

Holiday pay shall be one-fourth (1/4) of the employee's weekly salary, not including overtime, and shall be paid to each employee over and above his weekly salary, whether he works the holiday, is on vacation, injury leave, or extended sick leave.

SECTION 2: Holiday Overtime

Effective November 1, 2016, all hours actually worked Midnight to Midnight on Christmas Day, Thanksgiving Day, Independence Day, and New Year's Eve 1800 hours to New Year's Day 1800 hours shall be compensated at the overtime rate of pay set forth in Article 4, Section 4.

ARTICLE 7
Court Time

SECTION 1: Court Appearances

Any employee who, in any capacity, is required to make any court appearance on behalf of the Amesbury Fire Department at the request of the Employer or any officer or agency thereof, or the Commonwealth of Massachusetts, during his off-duty hours shall be paid at the employee's applicable overtime rate, with a guaranteed minimum of four (4) hours. This shall not include the Fire Chief or Fire Prevention Officer.

SECTION 2: Jury Duty

Employees required to serve on jury duty shall receive their regular weekly salary for the duration of such jury duty.

ARTICLE 8
Clothing

SECTION 1: Uniforms

The clothing allowance of all uniformed, permanent full-time Civil Service members of the Fire Department shall be:

Probationary Firefighter	\$ 500
Firefighter	\$ 1,500.00
Officer	\$ 1,525.00

All payments will be made in a lump sum the first pay period of July.

During the first year of employment, a new employee shall be supplied two (2) complete uniform sets. To include one (1) pair foot wear, two (2) pants, one (1) belt, two (2) short sleeve uniform shirts, two (2) long sleeve uniform shirts, and first issue badge.

At the completion of their probationary period, new members will be provided with a class A dress uniform as part of their initial clothing issue. Class A dress uniform includes: One (1) bell cap and hat badge, One (1) Overcoat, One (1) Single breasted class A suit jacket, One (1) pair of matching dress pants, One (1) light blue long sleeve shirt, One (1) black tie, One (1) set white gloves, One (1) set each of collar brass [jacket and shirt], One (1) black badge band, and all associated patchwork.

In the event that any employee covered by this section terminates employment with the Employer, he shall only be entitled to the amount of clothing allowance for the period of the contract year actually worked.

The clothing allowance is intended as the Employer's total annual contribution towards the employee's purchase of necessary clothing required in connection with performance of any and all of his duties as a Firefighter for the Employer, with the exception of protective clothing, which is outlined in Section 2 of Article 8.

The City agrees to replace non-issued personal items damaged or destroyed in the line of duty. Damage must have resulted from an actual incident and does not relate to normal wear and tear, and items must be approved by the Fire Chief prior to replacement.

The Employer will be responsible for all required uniform patches which remain the property of the Employer and will be returned when they become unserviceable or upon termination.

SECTION 2: Protective Clothing

All protective clothing and equipment, now or hereinafter required by State or Federal Law or regulation, including, without limitation, helmets, hood, flashlight, turnout coats, bunker pants, boots, a maximum of two (2) pair of firefighting gloves, winter mittens, eye protection EXCEPT prescription lenses or shields, SCBA face piece, EMS ANSI III approved Jacket, and portable radio shall be furnished to each employee and maintained, repaired, or replaced by the Employer solely at the Employer's expense. However, no clothing or equipment shall be issued to any employee except upon return of the same clothing or equipment previously issued or showing why such return is impossible. All requests are to be made in triplicate.

Future proposed purchases of protective clothing will be sent to the Safety Committee for its suggestions and input; they in turn will send these suggestions in writing to the Fire Chief within fifteen (15) days; and finally, the Fire Chief will send his decision on what he will purchase to the Safety Committee. Requests for clothing will be acted upon in thirty (30) days.

SECTION 3:

The Employer will provide and clean linen, to include sheets, pillow cases, blankets, and towels.

ARTICLE 9
Sick Leave

SECTION 1:

An employee is entitled to sixteen (16) hours per month non-occupational sick leave. Unused sick leave may accumulate to a maximum of one thousand six hundred and eighty (1,680) hours.

SECTION 2:

Injury, illness, or disability self-imposed or resulting from excessive use of alcohol or drugs shall not be considered a proper claim for sick leave under this Section.

SECTION 3:

Nothing in this Section shall be construed to conflict with Section 100, Chapter 41 of the Massachusetts General Law.

SECTION 4:

Twenty-four (24) hours sick leave in each contract year, from each member shall be placed in a general pool, except that only twelve (12) hours in each contract year from each member shall be deducted in the event that the General Pool is at the maximum noted below. This pool is to be used for the express purposes of any full-time, permanent, Civil Service Firefighter whose sick leave benefits run out due to an extended illness which uses up all of his accumulated sick leave. The maximum number of accumulated sick hours in the general pool shall not exceed one thousand six hundred and eighty (1,680) hours. A member may add additional hours to pool upon approval by the Union and the Fire Chief.

SECTION 5:

Verification of sickness by physician may be required for cases of excessive use. Cost of any such exam to be paid by the Employer.

SECTION 6:

Hours of sick leave not used by an employee in any given year may be accumulated by him to a maximum of one thousand six hundred eighty (1,680) hours. If said employee is retired at any time within the purview of Chapter 32 of the General Laws of Massachusetts, or resigns from employment after twenty (20) years of Credible service, or he dies during his employment, he or his beneficiary shall be paid a lump sum payment of $(40\%) \times (\text{accumulated sick hours}) \times$ (the employee's hourly wage in affect on the date of his death, retirement, or resignation, as the case may be). Notwithstanding the above accumulation, no Employee shall be paid a lump sum in excess of \$20,000.00.

If an employee has exhausted his/her accrued sick leave and wants to access the general pool under Section 4 s/he must first exhaust any accrued vacation time.

SECTION 7:

Whenever a member is incapacitated for duty because of an injury or illness sustained in the performance of duty, without fault of their own, the member shall be granted leave without loss of pay, or benefits for the period of such incapacity in accordance with the provisions of Massachusetts General Laws Chapter 41, Section 111F. Any member incapacitated for duty because of cancer, a cardiac-related medical event, or a respiratory-related medical event shall be presumed to have been incapacitated in the performance of duty and listed by the City as incapacitated for duty in accordance with the provisions of Massachusetts General Laws Chapter 41, Sections 100 and 111F unless the contrary be shown by competent evidence.

Light duty is intended to allow the member to request or the Fire Chief to assign an incapacitated member who is on leave pursuant to Massachusetts General Law, Chapter 41, Section 111F. The Fire Chief may not order a member who is on leave pursuant to Massachusetts General Law, Chapter 41, Section 111F to light duty until after forty-five (45) days on extended leave not including hospital admission time. An incapacitated member who is on leave due to a non-work related illness, injury, or pregnancy and who is capable of contributing to the work of the department, to perform duties and responsibilities of their position consistent with the limitations of their injury and/or illness may voluntarily request a light duty assignment.

In determining whether a member is medically fit to perform light duty and the related hours and times thereto, the Chief will consider the recommendation of the member's personal physician. The Chief may also require the member to submit to a medical examination and will also consider the resulting recommendation. Physicians utilized by the City shall have an expertise, experience, and/or practice in the medical area diagnosed and/or the recommended treatment. If the Chief determines that a medical examination by a City designated physician is required, the City shall bear the cost associated with the examination. The City's designated physician shall consult with the member's physician to see if they can agree on the member's capacity for light duty, and the incapacitated member shall, when necessary for the member's and city's physician to reach a determination on light duty, cooperate with this process, said cooperation up to and including executing a release of relevant medical information as deemed necessary for either physician to complete such determination. If the member's physician and the City's physician disagree a third physician agreeable to both shall examine the member, at the City's expense, and submit a written determination.

Light duty assigned hours shall be agreed upon by the member, the Union, and the Fire Chief but shall normally be four (4) ten (10) hour day shifts or other schedule as agreed upon by all parties listed above. Members shall not be assigned more than 40 hours per week during light duty assignment. If the member accepts a request, during light duty assignment, to work more than forty (40) hours per week, then any and all hours in addition to forty (40) per week shall be compensated at the member's overtime rate of pay. A member who is assigned light duty schedule shall be allowed all required time off to attend all medical appointments, physical therapy, and any other event as requested by the Physician to complete the healing process, without loss of time and /or benefits of the member.

Light duty members shall not count towards shift, station, or crew-size manning agreements.

Light duty members may voluntarily return to work at anytime provided such return is accompanied by a physician's certification that the member is fit to perform the normal duties and responsibilities of their position.

SECTION 8:

Occupational injury leave shall not be deducted from or charged against non-occupational sick leave.

SECTION 9:

Each employee covered by the bargaining Agreement shall be granted twenty-four (24) hours personal leave per year with no restrictions. When the shifts are reduced to six (6) Firefighters on duty, in accordance with Article 15 sec 1-b, no personal hours shall be granted during Thanksgiving from 0800 hours to 1800 hours, on Christmas Day from 12/24 1800 hours to 1800 hours on 12/25, New Years from 12/31 1800 hours to 1800 hours on 1/1.

SECTION 10: Wellness Incentive

If perfect attendance for the first half (June 1st to December 1st) members will receive \$500; If perfect attendance in second half (December 1st to May 31st) members will receive \$500. All payments for this wellness incentive shall be paid in the first pay period of December.

ARTICLE 10
Bereavement

An employee may be granted a leave of absence with pay in case of a death in the immediate family provided that the employee notifies the Employer prior to the date of the funeral. The maximum duration of such leave shall be two (2) consecutive shifts. The maximum duration of such leave shall be forty-eight (48) hours unless the funeral occurs on employee's next scheduled shift, in which case an additional twenty-four (24) hours shall be granted. Immediate family shall include spouse, mother, father, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, child, grandparent, and grandchild. One (1) 24-hour shift leave with pay shall be granted to any employee to attend the funeral or other memorial service of his/her, or their spouse's aunt, uncle, niece, nephew, or cousin.

ARTICLE 11
Compensation Schedule

SECTION 1:

The uniformed, permanent full-time Civil Service employee of the Fire Department covered by this Agreement shall be compensated according to the following schedule:

PRIVATE

7/1/2019	Rate 1	Rate 2	Rate 3	Rate 4	Rate 5
Private/EMT	860.96	918.94	989.17	1038.57	1090.52
Private/Paramedic	970.61	1028.58	1098.83	1148.23	1200.16

7/1/2019	Rate 6	Rate 7	Rate 8	Rate 9	Rate 10
Private/EMT	1123.22	1155.95	1188.67	1221.40	1254.10
Private/Paramedic	1236.17	1261.88	1308.19	1344.20	1380.18

7/1/2020	Rate 1	Rate 2	Rate 3	Rate 4	Rate 5
Private/EMT	878.18	937.32	1008.95	1059.35	1112.33
Private/Paramedic	990.02	1049.15	1120.80	1171.20	1224.17

7/1/2020	Rate 6	Rate 7	Rate 8	Rate 9	Rate 10
Private/EMT	1145.69	1179.06	1212.44	1245.83	1279.18
Private/Paramedic	1260.89	1287.12	1334.35	1371.08	1407.79

7/1/2021	Rate 1	Rate 2	Rate 3	Rate 4	Rate 5
Private/EMT	895.74	956.06	1029.13	1080.53	1134.58
Private/Paramedic	1009.82	1070.13	1143.22	1194.62	1248.65

7/1/2021	Rate 6	Rate 7	Rate 8	Rate 9	Rate 10
Private/EMT	1168.60	1202.65	1236.69	1270.74	1304.77
Private/Paramedic	1286.11	1312.86	1361.04	1398.50	1435.94

Rate 1 shall be in effect for the first six (6) months of employment.
 Upon completion of Rate 1, the salary of Rate 2 shall be in effect for twelve (12) months.
 Upon completion of Rate 2, the salary of Rate 3 shall be in effect for twelve (12) months.
 Upon completion of Rate 3, the salary of Rate 4 shall be in effect for twelve (12) months.
 Upon completion of Rate 4, the salary of Rate 5 shall be in effect.

Rate 6 shall be in effect upon completion of seven (7) years of service.
 Rate 7 shall be in effect upon completion of fourteen (14) years of service.
 Rate 8 shall be in effect upon completion of twenty (20) years of service.
 Rate 9 shall be in effect upon completion of twenty-four (24) years of service.
 Rate 10 shall be in effect upon completion of twenty-seven (27) years of service.

LIEUTENANT

7/1/2019	Rate 1	Rate 2	Rate 3	Rate 4	Rate 5	Rate 6
Lieutenant/EMT	1286.81	1325.41	1364.02	1402.62	1441.21	1479.82
Lieutenant/Paramedic	1416.21	1458.70	1501.17	1543.64	1586.15	1628.63

7/1/2020	Rate 1	Rate 2	Rate 3	Rate 4	Rate 5	Rate 6
Lieutenant/EMT	1312.55	1351.92	1391.30	1430.67	1470.03	1509.41
Lieutenant/Paramedic	1444.53	1487.88	1531.20	1574.51	1617.87	1661.21

7/1/2021	Rate 1	Rate 2	Rate 3	Rate 4	Rate 5	Rate 6
Lieutenant/EMT	1338.80	1378.95	1419.12	1459.29	1499.43	1539.60
Lieutenant/Paramedic	1473.42	1517.63	1561.82	1606.00	1650.23	1694.43

Rate 1 shall be in effect up to seven (7) years of service.

Rate 2 shall be in effect upon completion of seven (7) years of service.

Rate 3 shall be in effect upon completion of fourteen (14) years of service.

Rate 4 shall be in effect upon completion of twenty (20) years of service.

Rate 5 shall be in effect upon completion of twenty-four (24) years of service.

Rate 6 shall be in effect upon completion of twenty-seven (27) years.

The differential pay between a top step lieutenant and a captain shall be 9%.

SECTION 2:

All full-time Firefighters who have qualified for or received rate increments prior to the execution of the Agreement, shall receive or continue to receive such payments based on the unbroken service time used for calculation of said rate payments prior to the execution of this Agreement.

Service time will include unbroken service of full-time Firefighters, and one (1) year credit for four (4) years of call Firefighter service or other part-time employee of the City.

Any employee transferring from one department of the Employer to the Fire Department, without a break in service, shall be considered as eligible time towards years of service.

If part-time work for the Employer is served while employee is also working full-time for the Employer, no additional credit will be allowed.

SECTION 3:

In the event an employee is eligible for increased rate payment from the City as a result of any other job held outside the Fire Department, the employee must elect either the rate provided under this Agreement or the rate provided for the other City position. The employee may not receive both.

SECTION 4: Additional Positions

Mechanic:

Effective July 1, 2016, the Mechanic will receive an additional 25% of the member's weekly compensation. Any additional hours worked while not on duty or while on weekends or holidays will be compensated at a rate of one and one half (1½) times the member's pay. Any calls for emergency response by the mechanic while not on duty will be compensated at a four (4)-hour minimum; the Fire Chief or his designee shall retain discretion about whether the mechanic is to respond to an emergency call. The City will pay the yearly dues for EVT, ASE, New England Fire Maintenance Association and/or any other required certification for the position.

The department Mechanic will be responsible for routine maintenance and light repairs all Fire and Emergency Management apparatus, scheduling of annual testing and services, working within an annual budget set forth by the Fire Chief. Any repairs beyond the scope of practice of the department mechanic due to insufficient certification/training or the City unable to provide proper tools/equipment to complete the job will be sub-contracted to an authorized repair facility capable of repairing apparatus. Light repairs and maintenance may be performed while on duty at the discretion of the Fire Chief or his designee after routine station duties are completed and not to interfere with response to Emergency calls for service. The Department will provide coveralls for the mechanic and assistant mechanic to wear while on duty to maintain a clean uniform. Any uniform damage caused while performing mechanic duties will be repaired or replaced by the Fire Department.

The Fire Chief holds the right to annually review the mechanic and assistant mechanic.

Emergency Medical Service Coordinator:

Member will receive an additional 10% of the member's weekly compensation. Any additional hours worked while not on duty or while on weekends or holidays will be compensated at a rate of one and one half (1½) times the member's pay.

The EMS Coordinator will report directly to the Deputy Fire Chief in charge of EMS. He/she will work from guidelines established by the Chief or Deputy Chief.

The job duties of the EMS Coordinator shall be set forth in SOG 'EMS-30.'

EMS Preceptor: Members when performing duties will receive an additional five percent (5%) of member's weekly compensation.

Clinical preceptors will demonstrate an emphasis on quality patient care and the delivery of said care to the citizens of Amesbury. Clinical preceptors will be the primary clinical evaluator for all Firefighter/Paramedics and will report directly to the EMS Coordinator. EMS Preceptors will follow the written job description and responsibilities noted in the Amesbury Fire Rescue Firefighter/Paramedic Preceptor Program upon review and ratification by the Union. Any future changes or additional duties added to the Preceptor Program shall need additional ratification by the Union.

Positions for EMS Preceptors must be posted for a period of not less than ten (10) business days and be filled within ten (10) business days of the final posting date. All members, who meet the qualification, shall be eligible to apply and interview for said position. The interview panel will be made up of the Deputy Chief of EMS, EMS Coordinator, one (1) Lieutenant, and one (1) member at large. In the event two or more applicants are deemed equally qualified to fill a vacancy, the most senior of the applicants will be awarded the position.

Members needing to be temporarily reassigned to another group to maintain Preceptor coverage as needed, shall receive a minimum of fourteen (14) days written notice and five (5) days off before being transferred.

It is understood that precepting new and remediating Firefighter/Paramedics is a fluid, changing, and demanding event. EMS Preceptors will not be assigned to the ambulance at all times. When not actively training or evaluating, preceptors shall be afforded the same rights as all other members in respect to apparatus position.

The city will maintain four EMS preceptors, 1 per shift.

SCBA Technician: Member will receive \$1,000 per year, payable the first pay period in December. S/he will be appointed and work from guidelines established by the Fire Chief.

Fire Investigator: Member will receive an additional \$1,000 annual compensation paid the first pay period of December. Any additional hours worked while not on duty or while on weekends or holidays will be compensated at a rate of one and one half (1½) time the member's pay. S/he will be appointed and work from guidelines established by the Chief of Department. The Fire Department shall maintain a minimum of three (3) fire investigators to work with the combined fire / police investigation team.

All additional positions, when open, must post within seven (7) days. Positions will be awarded by the Chief or designee after thirty (30) days of posting and not more than forty-five (45) days after posting. All members interested, must apply for the position with a resume and proof of certification or credentialing inside the thirty (30) day posted window.

SECTION 5: Working Out of Grade

Whenever an employee is required to perform the work of an employee of higher rank, for the period of two (2) hours or more, such employee shall be compensated, for so long as he performs such work, to be computed as if such employee regularly receives the rate of compensation applicable to the higher ranked employee. This provision shall apply to all work performed during regular or overtime working hours.

SECTION 6: Special Paid Detail

All employees covered by this Agreement who are requested to report for a private detail, shall be paid at least a minimum of four (4) hours at the hourly rate of \$70.00 paid by the vendor. Employees shall be paid an eight (8) hour rate if the detail goes over the four (4) hour minimum and is less than eight (8) hours. Employees shall be paid at one (1) hour intervals after eight (8) hours. Any legal holiday or weekend (6:00pm Friday to 8:00am Monday) shall receive an additional \$5.00 per hour. A minimum of two (2) hours shall be required to cancel a detail.

Special details shall be deemed to include all duties or assignments outside of the regularly scheduled detail of the daily routine, and shall expressly include without limitation, all burning details, standby detail, private party details. Whenever a detail is to be paid for by the Employer, the Fire Chief shall determine whether or not said detail is a special within the meaning of this section.

ARTICLE 12

Seniority

SECTION 1:

Seniority shall be based upon the length of time a member has held his rank or classification from date of appointment to such rank under Civil Service, as a full-time Civil Service Firefighter. If two or more employees were appointed under Civil Service on the same date, identical seniority dates will be decided by Civil Service Mark.

All overtime and vacation schedules and vacation fill-ins shall list all employees in order of rank and seniority within rank, such seniority to be determined by the employee's length of service within the particular rank.

In the event of a reduction in the number of employees, termination shall be based on last hired, first terminated, i.e., seniority.

SECTION 2:

Prior service time in another municipal fire department shall be added to the Amesbury Fire Department service for purposes of employee entitlement to contract benefits in accordance with the following standards:

- A. The other municipal fire department must have been within the Commonwealth of Massachusetts.
- B. The prior service time must have been as a full-time, paid firefighter (volunteer or call service will not be counted);
- C. The prior time qualifying for addition to the Amesbury Fire Department service time for contract benefit entitlement purposes will not be added to Amesbury Fire Department service time for purposes of seniority in the Amesbury Fire Department as such defined in Section 1 of this Article; and,

In order to qualify for added service time pursuant to this section, an employee must submit a written request to the chief of department no later than one (1) year immediately following commencement of employment with the Amesbury Fire Department.

In the event of a reduction in the number of employees, termination shall follow Civil Service Guidelines for Seniority.

ARTICLE 13

Education

SECTION 1:

Employees who have obtained an Associate's degree shall be paid an educational incentive equal to 10% of base pay; employees who have obtained a Bachelor's degree shall be paid an educational incentive equal to 20% of base pay; and employees who have obtained a Master's degree shall be paid an incentive equal to 25% of base pay. The educational incentives shall be rolled into base pay and paid via payroll.

SECTION 2: Approved Learning

All semester credits and degrees shall be earned in an Educational Institution either approved by the New England Association of Colleges and Secondary Schools, or accredited by the Distance Education Training Council, or the U.S. Dept. of Education.

SECTION 3:

Incentive pay increments as outlined in the preceding two (2) sections shall be effective immediately upon completion of the required number of credits and submission of a certified transcript to the Fire Chief. Any member who has earned credits or credits in process must notify the fire chief no later than February 1st to establish a line item cost for the next fiscal year budget. It is further agreed that incentive pay will also be paid on a separate check weekly, at the request in writing of the Firefighters.

ARTICLE 14

Training

SECTION 1:

In accordance with the mission of the Amesbury Fire Department, members of Local 1783 shall be permitted to further their qualifications through training hours that are pre-approved by the Fire Chief in SOG 'TRA-08.' Training hours shall be set forth as follows:

- Each member will receive 72 hours for training hours bank annually on July 1st. Any course required by the Chief that has any fee associated will be paid by department. The department may cover the fee of any other course at the discretion of the Fire Chief.
- Training Banks will be established upon successful completion of the probationary period. Probationary members, members with less than (1) year on the Amesbury Fire Department, shall be excluded from the above training bank.

SECTION 2:

Firefighters who have completed all course requirements for Firefighter One and/or Firefighter Two through the Massachusetts Firefighting Academy or its equivalent will receive a one-time lump sum payment of \$100.00 for course completion on the first regular paycheck issued in the new fiscal year in July.

ARTICLE 15
Emergency Medical Services

SECTION 1: Emergency Medical Technicians

All members of the Department covered by this Agreement will maintain a valid Emergency Medical Technician Certificate as a condition of employment.

The Employer shall make available to each E.M.T. the materials and course needed for Recertification. The Employer will also pay all required fees, during the life of this Agreement towards State and National Recertification. If an employee misses required courses, leaving him short necessary hours of recertification, it shall be the employee's responsibility to make up necessary courses and not the responsibility of the Employer.

SECTION 2: Emergency Medical Technician Advancement

The parties agree that the intent of this Agreement is to implement a program which would provide current E.M.T.'s the opportunity and training to advance to the Paramedic level. As such, the parties agree to the following:

1. The members of the Union who participate in the Paramedic training program agree to voluntarily attend all required training which is scheduled at a time when not on duty. It is agreed that members who attend while off duty will not be paid for such time.
2. The City of Amesbury agrees to allow each member full participation in all aspects of the required training when the employee is on duty, and will provide replacement personnel to ensure the member's full participation in the training while still providing coverage at normal operating levels, at no cost to the employees. As such, staffing levels will not be reduced because of scheduled training of the Paramedic program.
3. The City of Amesbury agrees that all EMS Training at the level of Paramedic will be on a voluntary basis only. The parties agree that the levels of compensation, with proof of Licensure at the appropriate level, will be as set forth in Article 11, Section 1.
4. Any employee who serves in the Paramedic level for at least one (1) year, and who chooses not to seek recertification, will be automatically returned to the salary level such employee would have attained had they not achieved the Paramedic Certification. No employee shall be penalized or retaliated against in any way for their decision not to seek recertification. Employees who do not complete one year as a Paramedic and leave the program by their own choice shall be required to reimburse the Town for the cost of their training. Notwithstanding, if an employee is unable to complete one year in program for reasons beyond the employee's control or as a result of the employee's inability to complete the training, no reimbursement shall be required.
5. The City reserves the right to determine the number of Paramedics it chooses to have assigned on each group.
6. The City agrees to pay all training costs incurred by the employee for taking EMS advanced Training in the Paramedic Training programs.

SECTION 3: Infectious Disease

Any Firefighter who becomes infected with A.I.D.S., Hepatitis, TB, and/or any other infectious disease shall be presumed to have contracted such disease in the line of duty, unless the contrary be shown by competent evidence. However, it is agreed that any Firefighter hired after the execution date of this Agreement shall only benefit from the above presumption if that Firefighter has first submitted to and passed an initial screening test for contagious diseases upon hiring. All current and subsequently hired Firefighters shall also submit to a screening test on an annual basis at the Employer's expense with the express agreement that the results of the test shall remain confidential between the physician and the Firefighter and that only information regarding the results of the screening that may be released to the Chief, and the Chief only, shall be whether or not the test revealed any medical condition which would render the Firefighter unfit for work. The Employer will make available to each employee all appropriate vaccinations against known infectious diseases. The Employer shall require the appropriate receiving hospital to report to the Fire Department, within one (1) hour after discovery, any time that a patient brought in by Ambulance has an infectious disease.

ARTICLE 16

Manpower

SECTION 1: Minimum Crew Size

The following minimum crew size provisions shall be effective:

A. Vehicle Assignments:

FIRST DUE ENGINE	3/FIREFIGHTERS E.M.T.'s
SECOND DUE ENGINE	2/FIREFIGHTERS E.M.T.'s
LADDER	3/FIREFIGHTER E.M.T.'s
AMBULANCE	2/FIREFIGHTERS E.M.T.'s

B. Shift Coverage: There shall be not less than six (6) Firefighters working on a shift.

It is understood that there will be situations such as multiple calls which occur within the same frame, requiring simultaneous response to different locations. In these cases, the vehicle assignments shall be at the sole discretion of the Fire Chief or his designee.

ARTICLE 17
Insurance and Related Matters

SECTION 1: Group Insurance

The group life and accidental death and dismemberment insurance plan and the group blanket insurance for hospital, surgical, and medical benefits plan initiated and carried by the Employer under Authority of Chapter 32B of the General Laws as adopted by vote of the Employer at the regular Annual Town Meeting in 1962 shall be made a part of this Agreement and shall be maintained at no less than the highest standards in effect at the time of the signing of this Agreement together with any beneficial changes which may be voted by the Employer.

SECTION 2: Health Insurance

The Employer agrees to provide Blue Cross Blue Shield/Network Blue of New England and Blue Cross Blue Shield/Blue Care Elect PPO or other equivalent health plans as provided in response to the 1995 RFP to all eligible Town Employees. The Employer shall contribute to the premium of the health plan seventy-five percent (75%) and the Employee shall pay twenty-five percent (25%).

The Employer shall pay the same dollar amount toward the Blue Care Elect PPO of New England Plan premium that the Employer pays as its contribution toward the HMO premium. The Employer further agrees that both the HMO Blue and the Blue Choice Plan shall be offered with three (3) tier rates – single, one plus one, and family. The Employer shall offer the Plan A Delta Dental Plan or its equivalent dental plan, with the Employer paying fifty percent (50%) of the premium and the Employee paying fifty percent (50%) of the premium.

SECTION 3: Death in the Line of Duty

Effective July 1, 1988, in the event of accidental death sustained in the line of duty, the lawfully designated beneficiary of every employee shall receive \$50,000.00. The Employer shall pay 50% of the premium and the employee shall pay 50%.

All members of the bargaining unit who have the basic life insurance coverage of \$2,000.00 shall upon accidental death, while in the line of duty, be covered for double indemnity of the face amount of the policy payable to his designated beneficiary. The Employer shall pay 65% of the premium and the employee shall pay 35%.

In addition, therein, any deduction paid by the employee towards retirement benefits shall be returned together with accumulated interest, shall be refunded to the lawful designated beneficiary in a lump sum, and the surviving spouse shall receive 72 per cent of the earnings each pay period plus an additional \$312.00 per annum for each lawful dependent.

SECTION 4: Employee Indemnification

The Employer agrees to indemnify the members of the bargaining unit as required in Chapter 512 of the Acts of 1978. The Employer shall also provide the necessary counsel for an employee.

The Employer shall hold harmless and indemnify each and every employee for all expenses and damages incurred by each and every employee as a result of any law suit arising out of or in connection with each employee's work for the Employer. Such indemnification shall include, but not be limited to, expenses and judgments brought or claim made against him for any act, whether by commission or omission, done by him while performing his duties as an employee for the specific details.

The Employer at its expense shall assign Town Counsel or any other Attorney employed for the purpose, to undertake on behalf of the employee the defense or settlement of any such claim or action. The Employer agrees that the amount of coverage afforded under this section shall be \$300,000.00 per employee and \$1,000,000.00 aggregate per incident.

ARTICLE 18
Grievance Procedures

Should any employee, or group of employee's feel aggrieved concerning his or her wages, hours or conditions of employment; which wages, hours and conditions are controlled by this contract, and concerning any matter or condition arising out of employee-employer relationship including any claims of unjust discrimination and any matter or condition effecting his or their health and safety, adjustment shall be sought as follows:

- A. The Union shall submit such grievance in writing to the Fire Chief setting forth the nature of the grievance. Within three (3) days* after the Fire Chief receives such grievance, he shall arrange to and shall meet with representatives of the Union for the purpose of adjusting or resolving such grievance, excluding Saturdays, Sundays, and Holidays.
- B. If such grievance is not resolved to the satisfaction of the Union by the Fire Chief within five (5) days* after such meeting, or if the Fire Chief elects not to have a meeting, the Union shall present such grievance in writing to the Mayor within ten (10) days* after said Mayor receives such grievance, the Mayor shall arrange to and shall meet with the representatives of the Union for the purpose of adjusting or resolving such grievance. The said Mayor shall enter a decision in writing on said grievance within ten (10) days* after the close of said hearing and shall forward a copy of the same to the Local and the individual concerned.
- C. If the Mayor's response does not satisfactorily resolve the issue, the Union alone has the right to have the matter submitted to arbitration via the Labor Relations Connection or the American Arbitration Association, pursuant to Chapter 763, Acts of 1965. The grievance procedure herein set forth shall be a prerequisite prior to submission of the grievance to any of the above tribunals. The Arbitrator shall render an award within 30 days of the close of hearing or receipt of post-hearing briefs, whichever is later. Any award issued pursuant to this agreement shall be final and binding to all parties' subject to the provisions of General Laws, Chapter 150c, provided that the arbitrator shall not alter, amend, add to, or subtract from the provisions of the agreement. The parties agree to split the fees issued by the arbitrator and arbitration tribunal.

*excluding Saturdays, Sundays, and Holidays.

ARTICLE 19
Discipline and Discharge

There shall be no discipline or discharge except for just cause.

ARTICLE 20
Severability

If any provision of this Agreement as it now exists or may hereafter be amended, is held invalid, suspended, found to be or prohibited by law or any tribunal of competent jurisdiction and final appeal, or if compliance with enforcement or any provision of the Agreement is enjoined or restrained by any tribunal or court, all provisions of this Agreement shall remain operative and in full force and effect; and the Union and the Employer shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement provision. In the event that the invalidation, suspension, or injunction or restraint is lifted and no replacement provision has been substituted, the original provision shall be deemed to have been reinstated.

ARTICLE 21
Implementation

Upon ratification of the Agreement by a majority of the employees covered by this Agreement, the Mayor shall submit the contract to City Council for ratification as provided by the Charter.

ARTICLE 22
Duration of Agreement

The duration of the Contract shall be three (3) years effective July 1, 2019 to June 30, 2022, inclusive. Negotiations for the next Contract to begin July 1, 2022 shall commence no later than May 1, 2022. Otherwise, the terms of this Agreement will be renewed for a period of one (1) year.

This Agreement shall remain in full force after the duration date set forth above, if at said time the parties are negotiating or have negotiated any of its terms and conditions and shall remain in full force and effect until a new contract is agreed upon.

This document and all its contents shall be retro-active to July 1st, 2019.

In witness whereof, said Employer has caused this instrument to be executed and its corporate seal to be affixed by its Mayor as of the day and year first above written and said Local 1783, International Association of Firefighters AFL-CIO has caused this instrument to be signed by its President, thereunto duly authorized as of this day and year first above written:

MAYOR

Kassandra Gove

PRESIDENT, LOCAL 1783, I.A.F.F., AFL-CIO

David Carpentier

VICE PRESIDENT

Carl Rizzo

SECRETARY

Robert Serino

TREASURER

Mark Bruno