

Collective Bargaining Agreement

Between

The City of Gloucester

And

Gloucester Firefighters

Local 762, I.A.F.F.

July 1, 2013 – June 30, 2016

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1. Recognition

The City of Gloucester recognizes Local 762 as the sole and exclusive bargaining agent for all uniformed employees of the Gloucester Fire Department, except the Chief and Assistant Chief of the Department, for the purpose of collective bargaining relative to wages, hours and other conditions of employment as certified by the Massachusetts Labor Relations Commission.

2. Non-Discrimination

The City shall not discriminate against any employee on the basis of race, creed, color, national origin, sex, age or activities in the Union. The Union agrees to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, age and to represent equally employees without regard to membership or participation in said Union.

3. Union Security

Section a. Check-Off The City of Gloucester agrees to instruct the City Treasurer to deduct monthly, as permitted by the General Laws of Massachusetts, from the salary of each employee, dues of said Union, as said employees individually and voluntarily authorize the City to deduct, and to transmit the monies to the Union.

Section b. Agency Fee Employees are free to become or refrain from becoming members of the Union subject to the provisions of Article 2 hereof. In accordance with the provisions of Chapter 463 Acts of 1970 each member of the bargaining unit, as defined in Article 1 shall be required to pay on or after the thirtieth (30th) day of employment in the bargaining unit regardless of whether said bargaining unit member chooses to become a member of the Union or not, a weekly agency service fee, equal to the amount set from time to time by the Union as its weekly dues payment for all its members and further, that said agency service fee shall be a condition of employment.

4. Wages

Section a. Pay Scales Employees in the bargaining unit shall be paid in accordance with the wage schedules. These wages will be paid retroactively to all employees who were on the payroll after the effective date, regardless of whether they have terminated employment thereafter. The breakdown of the annual salary is set forth in Appendix A at the end of this contract.

Employees shall enter a pay classification at the Step with the lowest wage rate at the time of the employee's entering that classification and shall progress from step to step until reaching the highest wage rate. The interval from the entry salary to the next higher wage rate shall be one year on the anniversary date. The interval for subsequent steps shall be 6 months on the

anniversary date for employees hired prior to and including January 1, 1995 and one year on the anniversary date for employees hired after January 1, 1995. The step raise shall be paid for the full week in which the anniversary date occurs. The starting date shall be the 1st day worked including unbroken periods of service in provisional or temporary appointments/promotions leading to permanent appointments. Personnel on long term provisional or temporary promotions, not reasonably expected to lead to a permanent appointment, shall be paid at the next step of the rank to which promoted. Should this promotion become permanent after the anniversary date(s), the member shall be retrospectively paid the step increase(s).

There will be the following general wage increase applied to each wage grade:

July 1, 2013	2.0%
July 1, 2014	2.0%
July 1, 2015	2.0%

1% Nasal Narcan Premium (stipend) to begin July 1, 2013, to be paid on the first pay period in January 2014 and on the first pay period in July in the second and third years of the Agreement.

Section b. Longevity

Effective 7/1/2013

<u>Length of Service</u>	<u>Annual Payment</u>
5 Years	\$ 500
10 Years	\$1,000
15 Years	\$1,500
20 Years	\$1,750
25 Years	\$2,000
30 Years	\$2,250

There will be a December 1st eligibility date for longevity. Longevity will be paid in the last payroll period of November of each year. An employee who has attained the required length of service by December 1 will be paid the full annual longevity payment. An employee who retires or dies will receive a pro-rate share of the longevity payment he would have received on the next longevity payroll. The pro-rata share of the longevity payment shall be calculated by dividing the amount due on the payroll by 365 days and this daily rate shall be multiplied by the number of days from the prior payroll date to the date of retirement.

Employees who receive longevity in 1982 shall receive credit for length of service as calculated at that time and shown on the annual longevity payment lists and as augmented for

each year of service thereafter. This calculation of service credit applies only to longevity benefits.

Section c. Bi-weekly Pay The payment of wages will be on a bi-weekly (every two weeks) basis. The Union agrees to Direct Deposit of their wages to a designated bank account of their choosing.

Section d. Professional Development

Effective 7/1/2013 the following merit increases will be added to each rank after demonstration of competence or proof of certification and paid on the first pay period in January annually -- beginning in the first pay period of January 2014.

Deputy Chief	Fire Officer III ICS 400	\$1,500
Captain	Fire Officer II ICS 300	\$1,250
Lieutenant	Fire Officer I ICS 300	\$1,000
Firefighter	I & II ICS 200	\$750
Firefighter	CDL	\$500

5. Emergency Medical Technicians

Section a. Employees hired after 7/1/2013 at all levels of EMS licensing are required as a condition of continued employment to maintain their current licensing and EMS certifications as required by the department, medical control and the Commonwealth of Massachusetts. A firefighter failing to gain EMT in 18-24 months will be terminated for failure to complete required training.

The opportunity to become an EMT will be available to all members of the Fire Department. Those Firefighters approved to pursue EMT training shall be granted time off if scheduled to work.

1. Effective 10/7/2009, the annual stipend of \$1,900 was eliminated and rolled into base pay. This amount will increase to \$2,000, effective 7/1/2013, to \$2,250 beginning 7/1/2014, and to \$2,500 beginning 7/1/2015.

[Employees hired or rehired between 7/1/2001 and 6/30/2013 are not subject to the requirement to become EMT's.]

Section b. An annual stipend for EFR, EMT Basic and Paramedic training and continuing education shall be paid each year to qualifying employees. The stipend shall be commensurate with the hourly rate of pay for each rank and level of licensure as listed in the stipend scale based on the following formula:

EFR = 8 x hourly rate x 1.5 + 1% (paramedic assistant stipend) plus annual recertification cost

EMT = 32 x hourly rate x 1.5 + 1% (paramedic assistant stipend) plus annual recertification cost

Paramedic = 52 x hourly rate x 1.5 + 1% (paramedic assistant stipend) plus annual recertification cost

Section c. Each employee is required to provide to the department a valid and legible copy of all certificates, licensing and training requirements cited by the CBA, local/regional medical control and the State licensing authority (OEMS) no later than the second Monday in May. The stipend shall be paid to qualifying employees the second payroll in June.

Notification of a change in status to EMT or Paramedic or a change in an employee's educational level must be submitted to the Chief by January 1 to be implemented the following July. Each January the department shall inquire of employees' intent to request paramedic training.

Section d. The City shall pay the course fee, the examination fee, and the cost of textbooks for the initial EMT certification.

1. To the extent necessary to maintain the contractual complement, the City agrees to hire off duty personnel at the rate of time and one-half to cover those employees who are on duty and attending the EMT course for certification.

Section e. The City agrees to pay EMT's a minimum of two hours at a time and one-half rate for the purpose of attending the monthly morbidity conference while off duty. Submission for payment by the employee shall begin with the EMS Coordinator for verification and the EMS Coordinator's submission to FD Administration for payment.

Section f. All members are required as a condition of employment to perform all EMS duties assigned. Officers shall not be required to work on the rescue squad, but may do so by agreement when no Firefighter/Paramedics are available to maintain a unit's ALS status before hiring back of Paramedic licensed employees.

Section g. Operations

1. The Rescue Squad will be the primary ambulance. [Remove effective 7/1/2014]
2. Rescue II will be unmanned in Headquarters.[Remove effective 7/1/2014]

3. When necessary the Chief Officer in charge shall have the authority to special call two Firefighter/EMT's or Officer/EMT's to duty during major fire incidents.
4. The Rescue Squad and Rescue II crews may be rotated within the group on January 1st of each year. Requests to remain on the Rescue Squad beyond one year shall be honored where possible.[Remove effective 7/1/2014]
5. The provisions of paragraph g of this article with respect to the assignments of employees may be reopened for negotiations at any time during the term of this agreement upon written request of either party.

Section h. Field Training Officer (FTO) The FTO shall be paid an annual premium of Fifteen Hundred Dollars (\$1,500). The premium will be paid in December each year and will be considered part of annual salary for pension purposes. The FTO will be paid overtime for Defibrillator training that is done outside his regular work hours. He will not be paid overtime for EMT training done outside his regular work hours. The EMS Coordinator will revise the FTO job description and the Union will have opportunity to review. The revised job description for the FTO is included as Appendix F.

Section i. Advanced Life Support

1. EMS Coordinator There will be a position in the department entitled "EMS Coordinator". The person assigned to that position shall be compensated on the pay scale set forth for that position in Appendix A and will work a schedule of four 10 hour days, Tuesday through Friday of each week, beginning at 7:00AM and ending at 5:00PM. This schedule may be adjusted by request of the EMS Coordinator to the Chief of the Department in writing (to include email correspondence) and shall provide the specific dates of the change. The job description for the EMS Coordinator is included as Appendix E.

When the position of EMS Coordinator becomes vacant, the Chief shall post the position. The selection process for appointment of a permanent EMS Coordinator requires all interested candidates to file resumes and statements of their knowledge, skills and abilities to fulfill the role, as defined in the EMS Coordinator Job Description. A committee, consisting of the Fire Chief, the CAO and the Personnel Director, and one representative of the Fire Fighters union will select the permanent Coordinator. The Committee will establish selection criteria. Seniority will be recognized as one factor but will not be the determining factor for the selection process.

2. Selection of Fire Fighters For Paramedic Training The following procedure shall be utilized for the selection of the in-house firefighters who will

participate in paramedic training. This process may be utilized whenever necessary to select and train additional firefighters.

Posting - An announcement of the opportunity to participate in the paramedic training program will be posted in the Fire Department for a reasonable time agreed by the parties. The announcement will include a copy of the outline of the training program.

Bidding - All members of the firefighter bargaining unit will be eligible to bid for participation in the program. Bidding consists of submission to the Fire Chief, with a copy to the Union, of a written statement of desire to participate in the program accompanied by a resume and any other material supporting the member's candidacy.

Selection - The firefighters who will participate in the program will be selected by the Chief, EMS Coordinator and two (2) Union representatives who are paramedics. While seniority is recognized as a factor, it is not the determining factor for the selection process.

3. Training of Paramedics The paramedic training will commence with the next class available after it is determined that a firefighter is eligible for training under this paragraph and funding has been provided in the Fire Department budget to cover all expenses stipulated herein. The city shall pay for all costs associated with the initial paramedic training and the annual recertification including, but not limited to, registration fee, tuition, insurance, books, and test fees. When initial training sessions are scheduled during a firefighter's regular duty hours, the fire fighter shall be permitted to attend the training while on the clock but excused from regular duty. No overtime will be paid if training hours exceed the regular shift schedule.

4. Compensation Upon certification as a paramedic, each firefighter who is trained prior to June 30, 2001 shall be placed on the Firefighter/Paramedic pay scale at the current step and shall receive a lump sum payment of Forty Five Hundred Dollars (\$4,500) paid in three equal annual installments beginning with the date of certification. Paramedics will also receive the EMT premium set forth in Article 5(a)(1).

5. ALS calls to Rockport There will be a premium of Fifty Dollars (\$50) paid to each employee assigned to a rescue squad each time the employee is sent to Rockport for an ALS call. A Gloucester firefighter paramedic in Rockport will determine what entity will transport the patient consistent with proper patient care. A back-up paramedic on scene will be in charge only of his or her particular patient.

6. Hiring To ensure adequate staffing complement of paramedics, effective October 19, 2009, all new hires will be required to be certified EMT-Paramedics to the extent allowed by Civil Service law and the rulings of the Human Resources Division.

7. CPR/AED. All employees are required as a condition of employment to maintain current training in CPR/AED for professional rescuers by a nationally recognized organization or agency as part of continued employment. Any employee that allows this training to lapse may be disciplined or discharged. Annual proof of certification is required to be provided by the department. This training will be provided by the department, however overtime may not be required to be paid to an employee attending recertification training.

6. Overtime

Section a. Employees who are required to be on duty beyond their regular tour of duty shall be paid for such time as follows:

1. One to fifteen (15) minutes without pay.
2. After fifteen (15) minutes, at the overtime rate for one (1) hour. Employees required to be on duty in excess of one (1) hour beyond their regular tour of duty shall be compensated to the next full hour at the overtime rate.

Section b. Employees called back to work before the next scheduled tour of duty shall be paid at the overtime rate for all hours worked with a guarantee of three hours pay tabulated to the next half hour.

Section c. All overtime work shall be allotted from a departmental list maintained by the Chief, or the Chief's designee, and be rotated on an equitable basis. An accurate up-to-date list of all overtime hours worked or refused by the Department members during each fiscal year shall be maintained by the Chief and shall be available for inspection by Department members in the Deputy Chief's office at reasonable hours with permission of an officer.

A committee made of three (3) members of the Union shall meet with the Chief or the Chief's designee as needed to oversee and insure a fair and equitable distribution of overtime hours to all Department members. For the purpose of this Article, overtime hours refused shall count as overtime hours worked. Whenever possible, overtime opportunities shall be offered to that qualified employee with the lowest total number of overtime hours to his credit.

Section d. Overtime pay shall be one and one-half times the basic hourly rate of an employee's regular compensation for his average weekly hours of regular duty.

7. Working Out of Grade

Section a. When circumstances make it necessary for a man to work a full tour of duty usually delegated to an officer of higher rank than his own, he shall be compensated by additional payment to him of an amount equal to the minimum pay of that higher rank. Such extra compensation shall apply only to those specific tours of duty.

Section b. Firefighters assigned to Fire Prevention shall receive the pay rate of the Fire Inspector in Appendix A. The work schedule for a firefighter assigned to Fire Prevention shall be on a four (4) day, ten (10) hour day basis, beginning at 7:00 am and ending at 5:00 pm. The schedule may be adjusted by request of the Fire Prevention Inspector (FPI) to the Chief in writing (including email correspondence) which contains the specific dates of the change. The department shall maintain a job description and list of qualifications for Fire Prevention Inspector. When the position of FPI becomes vacant, the Chief shall post the position. The selection process for appointment of a permanent Fire Prevention Inspector requires all interested candidates to file resumes and statements of their knowledge, skills and abilities to fulfill the role as defined in the job description. A committee consisting of the Fire Chief, Assistant Chief and Deputy Chief of Fire Prevention will establish selection criteria. Seniority will be recognized as one factor but will not be the determining factor for the selection process in appointing the candidate.

Section c. Each shift shall have at least one Deputy Chief (or Acting Deputy Chief) and two Captains (or Acting Captains) and three Lieutenants or Acting Lieutenants present for duty. If a Captain must work out of grade for a Deputy Chief, the senior officer, who has signed the availability list, shall assume the higher duties and this same process shall be followed with Lieutenants who must work out of grade. When two Deputy Chiefs must work the same shift, the Deputy Chief normally assigned to the shift shall assume charge of the shift. The remaining officers on duty shall remain in their respective stations. If a Private is needed to work out of grade on any shift as a Lieutenant, then that duty shall be performed by a Private normally assigned to that shift who is on an eligibility list and has signed the availability list. The remaining men on the availability list shall be moved up in grade according to seniority. The Private on duty shall be moved to the station where the Lieutenant he is replacing is assigned and if a Private is required to be hired to maintain staff then he/she, shall be put in said Private's place.

Section d. Any employee working out of grade shall be paid for, assume, and perform the duties of the higher grade if so assigned by the Chief or his designee.

Section e. When any vacancy (as determined by the City) exists, or is expected to exist, in any rank for a period of thirty (30) days or more, and there is no eligibility list established for this rank, this vacancy shall be filled by the senior man in the department in the next lowest rank, if he so desires.

Section f. In order to ensure an employee has training commensurate with their assigned duties, e.g. drivers, pump operator, EVT, company officer or chief officer, the Department's Training Officer shall establish a chart outlining the minimum training requirements for each position/rank within the Department. The Union shall have the right to review this chart and recommend revisions. If a dispute arises regarding the minimum training cited in the chart, the

Union may appeal this to the Chief. They may appeal the Chief's decision to the Personnel Director for a final determination.

Accurate records for all employees will be maintained by the Training Officer. All training and education documentation, credentials, licensing, certificates, descriptions of achievement etc. shall be submitted by the employee to the Training Officer immediately upon completion of that training. Any identified training, KSA, etc. not previously documented can be added to the employee's record by the Training Officer who will evaluate based on the NFPA or other nationally accepted standards. Officers shall ensure they and their personnel have met the minimum training requirements before an employee is assigned to any upgraded position.

8. Hours of Work

Section a.

1. Employees shall be assigned regular tours of duty consisting of an average of 42 hours per week on a 24-hour shift work schedule of ten (10) hour day shifts and fourteen (14) hour night shifts. Said day shift being 7:00 a.m. to 5:00 p.m. and said night shift being 5:00 p.m. to 7:00 a.m.

2. Beginning 7/1/2014, the hours of work will be changed from an average of forty-two (42) hours of work to fifty-six (56) hours and a consolidation from four (4) groups to three (3) groups. The Union and the Fire Chief will work to implement the scheduling changes necessary during Year 1 of this Agreement. Each affected member of the bargaining unit shall receive a one-time shift adjustment payment of \$500 upon implementation of a new schedule during the first pay period in July 2014. The Mayor will submit a Fire Department budget annually to the Gloucester City Council that reflects a minimum of 72 Firefighters assigned to the fifty-six (56) hour work schedule.

3. All leave times will need to be converted to hours both for accrual and use purposes. The city proposes as part of changing all leave benefits from work shifts, shifts or days to hours, the city will use a factor of 14 hours per work shift, shift or day and to correct all references for consistency. Effective 7/1/2014 all leave accrual will increase proportionally with any increase in hours worked or as otherwise agreed to.

Section b. Each employee shall be assigned to work as a member of a permanent group and no change of an employee's work schedule shall be made except upon 7 days notice. In the event a transfer takes place, the employee(s) being transferred shall be paid overtime compensation for all hours worked in excess of those originally scheduled to be worked during that week (7:00 a.m. Sunday – 7:00 a.m. Sunday).

Section c. Upon checking with the officer in charge of the employee's shift, early relief at the change of shifts shall be permitted up to fifteen (15) minutes prior to 7:00 a.m. and 5:00 p.m.

Section d. The following provisions will apply to firefighters assigned to the Fire Academy for recruit training. They will work a day schedule that corresponds to the hours of operation

of the Academy; they will not be paid overtime for hours outside the normal fire fighter work schedule. Any member who fails the Academy after the Academy's usual program of assistance and outreach to correct problems contributing to the failure shall be terminated from employment.

9. Vacations

Vacations shall be selected by the use of departmental seniority exercised within the group, as follows:

Section a. Vacation time in the department shall be divided into two parts, one from May 1 to November 30 (Summer vacation) and one from January 1 to April 30 and December 1 to December 31 (Winter vacation). Summer vacation lists shall be posted by April 1 and Winter vacation lists shall be posted by December 1 of each year.

Section b. For 30 weeks of service and up to five (5) years service, 140 hours shall be the vacation leave. Effective 7/1/2014, employees working the 56 hour work week shall receive 186 hours as vacation leave.

Section c. Commencing with the sixth year and ending with the tenth year of service, 210 hours shall be the vacation leave. Effective 7/1/2014, employees working the 56 hour work week shall receive 280 hours as vacation leave.

Section d. Commencing with the eleventh year of service, 280 hours shall be the vacation leave. Effective 7/1/2014, employees working the 56 hour work week shall receive 372 hours as vacation leave. In no event shall he/she be entitled to more than 372 hours of vacation in any one year, except when he/she may have accumulated time from previous year as provided in Section e.

Section e. Up to 140 hours of vacation time may be carried forward from one year to the following year. However, no more than 140 hours may be accumulated or carried forth from previous years. Not more than three (3) employees in the same group may take banked time (saved vacation, personal leave) during the same shift. If there is one or less employee on scheduled vacation leave, then four (4) employees shall be allowed banked time. These employees on banked time shall be in addition to people on scheduled vacation per shift. These available banked time slots shall be available on a first come first serve basis and officers and firefighters shall be counted together. Banked time may not be selected more than 3 weeks prior to the commencement of the proposed leave.

The number of employees permitted to take scheduled vacation at any one time shall be limited to two (2) per group. The Chief of the Department has the authority to authorize one additional employee on vacation leave at his discretion. Preference for vacation shall be determined in accordance with past practice.

Section f. Vacation time will be charged only against working days and nights.

Section g. Service in the Armed Forces shall not be considered an interruption of work for the purpose of computing total service credits for vacation purposes.

Section h. Except in the case of a declared emergency, it shall be permissible for up to three Lieutenants, two Captains and one Deputy to have vacation leave at the same time if so requested by them. A declared emergency shall be any situation in the City of Gloucester which in the opinion of the Mayor poses a threat to health, safety and welfare of its citizens including any state of emergency declared by the Governor of Massachusetts or the President of the United States that impacts or is presumed to impact the City of Gloucester.

Section i. On termination of employment, other than by discharge for cause, the employee shall receive payment equal to the proportional amount of vacation he would have received at that time had the termination not occurred.

The payment, if the termination is caused by death, shall be made payable to the employee's beneficiary as designated on the employee's City Group Life Insurance or to the person who would have been entitled to benefits under the Massachusetts Contributory Retirement Act if the employee had been entitled to such benefits.

Section j. Vacation leave shall cease accruing for employees on occupational injury leave when the employee is out on such leave for thirteen (13) shifts during a calendar year. There will be no fractional loss of shifts. Thirteen shifts of injury leave shall correspond to one shift of vacation for purposes of this section. The thirteen (13) shift grace period shall be restarted each calendar year.

10. Substitution

Any employee shall be given leave of duty without loss of pay for any tour of duty on which he is able to secure another qualified employee to work in his place. He shall have the right to secure such substitute employee PROVIDED:

1. He makes proper arrangements so that no position is left unfilled as a result of such substitution.
2. He first secures the approval of a Deputy Fire Chief, which approval shall not be unreasonably withheld.

11. Funeral Leave

Section a. Funeral Leave shall be granted for those employees who attend funeral services for their mother, father, mother-in-law, father-in-law, grandparents, sisters, brothers, spouse, child, brother-in-law, sister-in-law, or for a relative permanently residing within employee's household. For a spouse, child, parent or sibling, employees shall receive three (3) 24-hour periods. For a parent of a spouse, grandparent of either the employee or his/her spouse, employees shall receive two (2) 24-hour periods. For aunts, uncles, nieces or nephews and all other relatives, employees shall receive one (1) 24-hour period.

Section b. Requests for additional time off to observe the employee's usual religious customs or special circumstances which may extend beyond the foregoing period shall be granted whenever possible without interfering with the operation of the Department, but such additional time shall be taken without pay.

12. Holidays

The City recognizes the following to be paid holidays: New Year's Day, Presidents Day, Martin Luther King's Birthday, Patriot's Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas. Legal holidays declared by the Commonwealth of MA and the Gloucester City Council shall be included in the above list.

Holiday pay shall be based on one-fourth (1/4) the weekly salary of each employee in the bargaining unit. New Year's Day, Fourth of July, Labor Day, Thanksgiving, and Christmas will be paid at 1 ½ times the regular Holiday pay rate.

Any member who is working 40 hour schedule and is off duty due to the observance of a holiday shall not be eligible for regular overtime shifts during the time they are normally scheduled to work. This is waived in the event of an emergency call-back including coverage assignments.

13. Sick and Personal Leave

Section a. Accrual During the first year of employment, sick leave shall be accrued at the rate of seventy (70) hours per year. In the second year, sick leave shall accrue at the rate of one hundred forty (140) hours per year. In the third and following years, each employee shall accrue sick leave at the rate of 210 hours per year and shall be permitted a total accumulation of 3,500 hours of sick leave. An employee who calls in sick must do so at least one hour prior to the start of his regular shift when physically able and shall remain on sick leave for the 10 hour or 14 hour shift he/she has called in reporting sick. The City reserves the right to investigate sick leave calls for the purpose of verification per the City of Gloucester Sick Leave Policy. Sick leave shall be charged only against working days or nights (including Sundays and Holidays). Employees out on sick [leave] shall be ineligible to work overtime until they have worked one of their normally scheduled work days.

Sick leave shall cease accruing for employees on occupational injury leave when the employee is out on such leave for (140 hours) or more during a calendar year. There shall be no fractional loss of shifts. Ten shifts of injury leave shall correspond to one shift of sick leave for the purposes of this section. The 140 hour grace period shall be restarted each fiscal year.

Section b. Buyback at Retirement Each employee, upon retirement from Municipal Service under the provisions of the Contributory Retirement System for Public Employees shall be compensated for any unused sick time up to 980 hours at a quarter week's pay per 14 hour period.

Section c. Buyback Annually Sick leave accrual will be capped at 180 days (2520 hours). In year one of the Agreement, employees having more than 180 sick days (2520 hours) will be compensated at \$65 per day (14 hours) for each day to bring their total accrual to 180 days (2520) hours. Payment will be on the first pay period in January 2014. Thereafter, the annual sick time buyback (will increase) from \$65 per day/14 hours to \$75 per day (14 hours). On July 1st of each fiscal year, the fifteen (15) days (210 hours) of annual sick leave will be added to establish the accumulated sick time.

Section d. Personal Leave On July 1st of each fiscal year, employees shall be provided five (5) personal leave days (70 hours) to be used per year. Personal leave use follows the same stipulations and restrictions as banked leave. [No personal leave will be provided during the first two years of employment.]

Section e. Medical Appointments Employees shall be required to make every attempt to schedule all medical appointments (to include dental, physical therapy, etc.) in the period of the employees' five (5) days off. If this cannot be accomplished, the employee will notify the department with two (2) days notice for release from duty. If a replacement employee must be hired on overtime, the assignment shall be for at least the contractual minimum. Effective July 1, 2014, employees shall be required to make every attempt to schedule all medical appointments (to include dental, physical therapy, etc.) in the period of the employees' days off.

Section f. FMLA The City Family and Medical Leave policy (attached as Appendix D) shall be adopted for all absences which exceed 5 calendar days.

Section g. Sick Leave Abuse The parties affirm that the City may investigate the suspected abuse of sick leave for just cause and take appropriate action in accordance with the Massachusetts General Laws.

Section h. Sick Leave Incentive Beginning with the 2012 calendar year, employees who use sick days as follows in a calendar year will receive the following stipend, payable in the 2nd payroll of January.

0 hours - \$1,000
10 – 28 hours - \$500
29 – 42 hours - \$250

Section i. Sick Leave Bank A voluntary sick bank will be implemented. Through a special confidential account operated and maintained by the City's Personnel Department, employees may elect to make an anonymous and voluntary donation of 14 to 70 hours (in increments of 14 hours) of accrued sick leave at current dollar value to assist any employees suffering from catastrophic illness.

Section j. Injured on Duty presumption. In recognition of the exposure of the members of the bargaining unit to smoke, chemicals, toxins and other substances of unknown effect and to members of the public with unknown medical conditions, there shall be a

presumption that an member of the bargaining unit who is or becomes ill with any condition of impairment of health caused by the following:

- (i) Hypertension or heart disease that is covered by M.G.L. c. 32, §94 shall, if he successfully passed a physical examination on entry into such service or subsequent to such entry, which examination failed to reveal any evidence of such condition, be presumed to have been suffered in the line of duty, unless it is shown by a preponderance of the evidence that non-service connected risk factors or non-service connected accidents or hazards undergone, or any combination thereof, caused such incapacity.
- (ii) Any disease of the lungs or respiratory tract that is covered by M.G.L. c. 32, §94A shall, if he or she has successfully passed a physical examination on entry into such service or subsequent to such entry, which examination failed to reveal any evidence of such condition, be presumed to have been suffered in the line of duty, as a result of the inhalation of noxious fumes or poisonous gases, unless it is shown by competent evidence that non-service connected risk factors or non-service connected accidents or hazards undergone, or any combination thereof caused such incapacity.
- (iii) Any condition of cancer that is covered by M.G.L. c. 32, §94B shall, if he successfully passed a physical examination on entry into such service or subsequent to such entry, which examination failed to reveal any evidence of such condition, be presumed to have been suffered in the line of duty, unless it is shown by a preponderance of the evidence that non-service connected risk factors or non-service connected accidents or hazards undergone, or any combination thereof, caused such incapacity. The provisions of this section shall only apply if the disabling or fatal condition is a type of cancer which may, in general, result from exposure to heat, radiation, or a known or suspected carcinogen as determined by the International Agency for Research on Cancer, so called.
The presumption shall not apply to any person serving in such positions for fewer than five years at the time that such condition is first discovered, or should have been discovered. The provisions of this section shall not apply to any person serving in such position unless such person shall first establish that he has regularly responded to calls of fire or their investigation at the scene during some portion of the period of his service in such position.

14. Light Duty

Section a. Purpose of Light Duty

Light duty is intended to allow the Chief to assign partially incapacitated fire fighters, who are capable of contributing to the work of the department, to perform certain regular duties of fire fighters, within their physical capacities. Light duty assignments apply only where it is expected that the fire fighter will return to full duty.

A light duty assignment may be made by the Chief only in cases where when the incapacity is

due either to an off-duty illness or injury or to an illness or injury sustained in the performance of duty as defined in General Laws Chapter 41, Section 111f. An employee's return to light duty under this Agreement shall not impair any right to injured leave status if from time to time his physical incapacity prevents the performance of light duty. Similarly, any employee who sustains a physical injury or re-aggravation of his prior injury while performing light duty shall be eligible for injured leave. For the purposes of the Article an employee's return to unrestricted work of less than Six (6) regularly scheduled shifts shall not constitute a break in IOD status.

Section b. Scope of duties

The Chief shall assign an employee on light duty only to such tasks which the relevant physician approves as being medically appropriate for the employee's injury and conditions. The Chief shall assign only such light duties as are usually performed by bargaining unit employees in the watch room, including the processing of blasting permits, burning permits, real-estate transfers, oil burner permits, and construction permits.

Section c. Performing light duty assignment

If there is more than one fire fighter in a group capable of light duty, then the following conditions shall apply:

1. The more senior light duty fire fighter shall be transferred, if he wishes; if not, the least senior light duty fire fighter shall be transferred.
2. In order to balance the groups in such a situation an able-bodied fire fighter from the second group shall be transferred, first from volunteers (by seniority), then by inverse seniority.
3. Transfers under this provision are temporary, i.e. shall last only as long as there are multiple light duty fire fighters permanently assigned to the same group.

Section d. Hours of work

Fire fighters assigned to desk duty shall work the normal rotation of days and nights.

Section e. Shift Complements

The use of light duty fire fighters is not intended and will not be used to deplete shift complements. For example, where a light duty fire fighter is assigned to desk duty (in lieu of a fully capable fire fighter) the number of full duty fire fighters responding to fires shall remain unchanged, but the light duty fire fighter shall count toward any applicable shift manning minimum. A light duty fire fighter performing desk duty shall not be dispatched to respond to a fire.

Section f. Eligibility for overtime.

An employee on light duty shall not be eligible for overtime.

Section g. Determining eligibility for light duty.

1. Based on supporting medical documentation, either the officer or the Chief may request a limited duty assignment. The chief may designate a physician to determine whether an employee is fit to return to limited duty. To facilitate such determination, the firefighter shall release to said physician any and all relevant medical records and reports. The City physician shall take into account such documentation.
2. The Chief or his designee may assign an employee to a limited duty assignment on the next scheduled work shift after the receipt of notice from either the City physician or the employee's physician that the employee is eligible for restricted duty. The employee shall report for duty as assigned. If an employee believes he or she is not fit for a limited duty assignment, he or she may notify the Chief of this belief and schedule an appointment to be evaluated by his own physician for a second opinion regarding his fitness for return to light duty. Such notice must be provided prior to the scheduled return to duty date and the second opinion medical report must be provided to the Chief within one week of the scheduled return to duty date. Upon request, the employee's physician shall be entitled to receive any medical records or reports from the City physician. If the report of the employee's physician supports the assignment for light duty, the employee shall provide such report to the Chief immediately upon its receipt and report to duty as assigned.
3. In the event there are two conflicting medical opinions concerning the employee's fitness to perform limited duty, the following procedure shall apply:
 - a. The two physicians shall select a third physician who specializes in the area of the incapacity.
 - b. Failing such agreement within ten (10) days, the third physician shall be selected from a panel of physicians agreed upon by the parties as experts within the medical specialty involved.
 - c. The third physician shall conduct an examination of the employee at a time and place he determines, usually within two (2) weeks of his selection. Within three (3) days of completing the examination, this physician shall issue a written report setting forth his conclusion as to the employee's fitness for light duty. Said report shall be binding on the City, the employee, and the Union without recourse.
 - d. The parties and the employees shall cooperate in expediting all

determinations of fitness under this policy.

- e. Where an employee reports for light duty, but such duty calls into question his or her fitness for duty, the employee shall be referred for medical evaluation under the policy set forth above.

Section h.

The light duty policy shall be applied in a nondiscriminatory fashion.

Section i.

Except for medical fitness questions arising under Section g, all other disputes involving the interpretation, application or alleged violation of the terms of this Memorandum of Agreement shall be processed under the grievance-arbitration provisions of the parties' collective bargaining agreement. The filing of a grievance not involving a medical fitness question shall not stay a light duty assignment.

15. Insurance

Section a. As provided under the provisions of Mass General Laws, Chapter 32B, the City shall provide and pay the premiums for (as hereinafter set forth) insurance on each employee as follows:

- 1. \$5,000 Death Benefit
\$5,000 Accidental Death Benefit [*changed to 5K in 2001-2003 MOA*]
\$2,000 Death Benefit during retirement.*

The City agrees to pay 75% of the premiums for these items.

- 2. **Group Health Insurance** The City and the employee shall pay the percentages negotiated by the Public Employee's Committee for selected coverage, except for Workers Compensation. Employees have the option to continue to participate in the City's Health Insurance program until an employee becomes eligible for Medicare coverage at retirement.

The Union acknowledges that it is represented on the Employees' Committee, established under the provisions of MGL Chapter 32B Section 19, which Committee is responsible for negotiation Health Insurance with the City.

Employee contribution to insurance coverage shall be deducted from each employee's check, bi-weekly.

16. Safety and Health Committee

Section a. A Safety Committee composed of two (2) representatives of the union, the Chief of the Department and two (2) persons designated by the Mayor shall be appointed as a Safety

Committee, said Committee shall appoint its own Chairman and meet twice a year to consider and recommend safety equipment to be acquired, replaced or discarded and to consider suggestions of the employees as the Department. The meetings shall be held during regular working hours and no extra pay shall be given for attending the committee meetings. Within ten (10) days after such meeting the Chairman shall give a written report thereof to the Mayor and Union Representative.

Section b. At the discretion of, and upon oral or written orders from an officer, any piece of firefighting, safety or lifesaving equipment department owned which is readily available and workable may be put to use by members of the Department.

17. Clothing Allowance

Parties agree that in Year One of the 2013-2016 Agreement, the Chief, a Union representative and the clothing and uniform officer will meet to implement changes in the entire section which will reflect the current standards. Such changes will be in place upon approval of both parties.

Section a. Employees, except officers – the City shall issue to each new employee one (1) round hat, one (1) dress blouse and one pair of matching pants, two (2) dress shirts. Work uniform consisting of two (2) FR navy blue shirts, two (2) pair of matching FR pants, and one uniform work jacket (3in1 type). Protective gear to include firefighting gloves, winter caps, one (1) pair of three quarter long boots with metal inserts, one (1) protective coat (NFPA approved), one (1) pair of bunker pants with liners (NFPA approved), and a protective helmet (approved by OSHA and NFPA). Annual replacements of the work uniform as described above shall be made not later than November 15 of each year. Annual replacements of work uniforms shall be two (2) FR navy blue shirts and two (2) pair of matching FR pants or substitute items equal to regular work uniform issue, i.e. work boots, work shoes, uniform work jacket 3in1 type. The dungaree work jacket is an allowed additional uniform item and shall have all patches, Maltese embroidery and rank insignia as appropriate. Protective clothing or gear shall be replaced as needed.

Section b: Officers – There shall be issued to each new officer one (1) officer's dress uniform consisting of one (1) blue round hat for Lieutenant's, one (1) white round hat for Captain's & Deputies, one (1) dress blouse, one (1) pair of matching dress pants, and three (3) dress uniform shirts.

Thereafter there shall be issued to each officer not later than November 15 of each year, five (5) uniform shirts – white for Deputies, white or light blue for Captains, light blue for Lieutenants and three (3) pair of FR pants. All necessary gloves, boots (with metal inserts), protective coats (NFPA approved) with liners, bunker pants with liner (NFPA approved), a protective helmet (approved by OSHA and NFPA), winter caps and working jackets shall be replaced as needed.

Initial issue of the above described new work uniforms to officers shall be in accordance with Section a. Replacement for both the work uniform and protective clothing and/or gear shall also be in accordance with Section a.

Section c: Clothing damaged in the performance of duties and not suitable for use shall be requisitioned not later than ten (10) days from the date of damage and sooner if possible without regard to the above scheduled clothing allowance.

Section d: The Purchasing Department with two (2) representatives from the Union, the Chief of the Department and the Mayor shall ensure that bids are submitted sufficiently in advance to insure delivery of the annual clothing allowance replacement by November 15 of each year. The City shall also insure that protective clothing and gear is available for replacement from suppliers as needed.

Section e: Except for the initial annual issue of clothing, the City shall authorize the employees to purchase their own clothing and protective clothing at the City's expense through a designated dealer by voucher with the approval of the Chief.

Section f: Cleaning Allowance: There shall be an annual cleaning allowance of \$425.00 paid to employees on the first payroll in August.

18. Working Conditions

Section a. Personal Time Except during times of fires or emergencies, the hours from 11:30 a.m. to 1:00 p.m. shall be for meals or other personal use with the exception of one man on watch. Watches shall begin at 6:00 a.m. and continue until 10:30 p.m. daily.

Section b. Station Upkeep Cleaning and washing incidental to normal upkeep of the premises and fire equipment shall be under the control of the Fire Chief or his designated representative. Other maintenance work on any building or premises under the control of the Department shall be performed only on written request by the Mayor, which request shall not be unreasonably made. If in the opinion of the employees, the request is unreasonable, they shall have the opportunity to discuss said request with the Mayor and the Chief.

Section c. Drills Other than emergencies, no drills, or extra work details other than normal maintenance and "housework" shall be required on Sundays, Holiday, or Night shifts.

The word "drills" shall not include training conducted by a specialist that applies to a group (as opposed to individual training) and held not more than once a month with a time limit of 10:30 p.m. on week nights only.

Section d. Reserves and Provisionals

1) Article 18, Section D, of the current Collective Bargaining Agreement shall be amended to allow for the creation of a Permanent Reserve Firefighter List on the following basis:

- a) The City shall be entitled to establish a Permanent Reserve Firefighter List for the purpose of hiring Permanent Reserve Firefighters.
 - b) The establishment of a Permanent Reserve Firefighter List and the hiring of Permanent Reserve Firefighters shall be pursuant to all requirements of Civil Service Law and the Human Resources Division.
 - c) The number of individuals maintained as Permanent Reserve Firefighters in a given year shall be limited to the number of readily predictable job openings during that year.
 - d) Once hired, Permanent Reserve Firefighters will be eligible for appointment as Permanent Firefighters in accordance with Civil Service Law and the rules and regulations of the Human Resources Division. Permanent Reserve Firefighters shall not otherwise perform duties for the City of Gloucester.
 - e) Permanent Reserve Firefighters shall not perform any of the duties of a Firefighter, and shall not be used to fill shifts.
 - f) This agreement is not intended to impact or impair in any manner the City's ability to hire or ability to determine when and if it hires any individual from the Permanent Reserve Firefighter list.
- 2) The City may make any conditional offers of employment, consistent with paragraph 1(c) above, at any time without the need to bargain over the decision.
 - 3) This agreement shall have no effect and shall not create a precedent as to whether and when the City chooses to create a permanent reserve firefighter list and when and whether it chooses to hire therefrom.

Section e. Work Outside Fire Department No employee of the Department shall have a detail to work for or under the direction of any other department while on duty as a firefighter except in the case of a declared emergency of public safety or health condition, and then only for the duration thereof.

Section f. Public Safety Assignments The rate for all public safety assignments will be \$45.00 per hour. Firefighters will be permitted to perform public safety assignments in other communities that request them provided that all Gloucester public safety assignments are filled. All EMS, Fire and other related public safety assignment within the City shall be performed exclusively by Gloucester Firefighter.

When 527 CMR requires the use of blasting mats, a pre blast survey to be conducted, or when requested by a blaster conducting blasting operations in the City of Gloucester, blasting public safety assignments shall be required at the site beginning when the explosives are to be delivered and continuing until such explosives are removed from the site and properly secured for transportation.

There shall be a four (4) hour minimum for all public safety assignments.

Section g. Uniforms Dress uniforms shall not be required to be worn going to or coming from work.

Section h. Involuntary Transfers Involuntary transfers of employees to the Fire Prevention bureau shall not be made arbitrarily and capriciously nor shall such transfer be made for the purpose of imposing discipline.

Section i. Vacancy

1. The department shall continue to anticipate and plan for the filling of any vacancy in the officer ranks and shall make a promotional list available as soon as possible. The City shall make promotions as soon as legally possible after such a vacancy occurs.
2. The department shall have no obligation to fill vacancies in the rank of firefighter private except to the extent that there are firefighters on layoff; the department shall recall the laid off firefighter to fill vacancies as soon as legally possible after such vacancies occur.
3. Beginning 7/1/2013, for those employees who take a civil service promotional exam, the City will reimburse the exam fee upon proof of a passing score.

Section j. Old Hose No officer of the Fire Department or any other authorized personnel shall cause to have old hose tested at any pressures not in accordance with NFPA hose testing standards.

Section k. Staffing

1. Subject to funding, there shall be not less than fourteen (14) employees on duty at the start of each shift to and including 12:00 noon for the day shift and 12:00 midnight for the night shift. Effective 7/1/14 there shall not be less than sixteen (16) employees on duty at the start of each shift, including 12:00 noon for the day shift and 12:00 midnight for the night shift.
2. There will be per-piece/task force staffing in response to an alarm as follows: This staffing will be for the complete shift and not include personnel who leave town on department business.

The Headquarters Engine will be staffed with four (4) privates and one (1) captain or acting captain except that if there are 14, 16, or 18 employees on duty, one private may be reassigned from Headquarters Engine to open a sub-station.

The Ladder Truck at Headquarters will have five (6) employees, two (2) of which will staff Rescue Squad #1 for EMS and fire calls. Two (2) of the remaining four (4) will staff Rescue #2 on an as needed available basis for back-up EMS calls.

A Deputy Fire Chief or Acting Deputy Fire Chief will be assigned to Headquarters for Car #2.

A Mechanic/Houseman will be assigned to Headquarters.

Fire equipment in out-stations will be staffed with a minimum of two unit employees. When out-station equipment is taken out of operation, any employee who is not otherwise assigned to satisfy the staffing requirement or another piece of out-station equipment will be assigned to Headquarters to maintain a response consistent with an effective fire/rescue force.

In the event any provisions of this article are violated or become unenforceable, the Task Force at Headquarters including Engine #1, Ladder #1, Car #2, and the Mechanic/Houseman will not be taken out of operation unless all other equipment is taken out of operation.

Section l. Clean-Up Period Whenever possible the City shall allow for a personal clean-up period of fifteen (15) minutes before the end of each shift.

Section m. New Positions The City agrees that if any new positions are to be created in the Fire Department, that prior to a request for an examination, the Union shall be notified of the job description and salary. The Union shall have seven (7) days to make its recommendations to the Mayor.

Section n. Past Practice All job benefits, privileges or working conditions existing prior to this Agreement and not specifically covered hereby shall remain in full force and effect under the conditions upon which they have previously been granted.

Section o. Bargaining Unit Work Fire Department work shall not be assigned to or performed by persons not members of the Gloucester Fire Department bargaining unit, except for existing mutual aid arrangements. The term “employees” as used herein and hereafter refers to each person in the bargaining unit.

Section p. Required Vaccinations The City shall provide inoculation for those employees who desire such inoculation as required for health care providers by the Center for Disease Control (CDC).

Section q. Hydrant Program Firefighters on duty will perform the following tasks with respect to fire hydrants: 1. apply proper hydrant markers to hydrants in respective response areas; 2. map hydrants in street books or using other technology and systems; 3. participate in an “Adopt-a-Hydrant” program; 4. at the discretion of the chief or deputy chief, shovel hydrants during daylight hours as needed; 5. maintain hydrant database.

Section r. In Service Inspections At the request of the Fire Inspector or officers, on-duty personnel shall inspect smoke detectors and oil burners in their respective response areas so long as they have been properly trained and the documentation of said training is in their training records. Company level inspections consistent with departmental policies and SOGs may also be required to maintain employee knowledge, department/city data bases, etc.

Section s. Payment of Benefits For the purpose of paying employees for accrued benefits upon termination of employment, employees shall receive a pro rata share of the benefit they would receive had they worked the full benefit year. This principle applies to longevity, EMS Education Stipend, Professional Development Stipend, vacation and sick leave. The pro rata share shall be calculated by dividing by 365, the amount that would have been owed to the employee if he had completed the benefit year, and then multiplying that amount by the number of days that the employee actually was on the payroll during his final benefit year.

Section t. Watch Schedule/Dispatch From the hours of 10:30 p.m. to 6:00 a.m. a firefighter shall be required to man the dispatch office only while an active response is in progress. One firefighter per shift, scheduled on a rotating basis, shall be assigned to answer telephone calls, dispatch units, and man the dispatch office for the duration of the response. Officers may monitor incoming calls for compliance with department policies.

The Union does not oppose the concept of regionalized/consolidated dispatch. Inasmuch as the City enters into an agreement to implement a regionalized/consolidated dispatch, the parties agree that any impacts of said implementation will be subject to bargaining.

19. Savings Clause

This Agreement has not been designed to violate any Federal, State, or Municipal law and if violations occur, all other provisions of this Agreement shall remain in full force and effect. Both parties shall immediately meet to negotiate the change required to meet the requirements of said violation.

20. Seniority

The customarily accepted principles of seniority preferences shall be observed whenever possible and so long as there is no interference with the best operational interests of the City. Seniority shall be considered as the length of an employee's continuous service in the Fire Department. Continuous service means the most recent period of unbroken service with no breaks in service, as more fully provided and defined under Civil Service Regulations.

Section a. In the event that two or more employees are hired on the same date, their seniority shall be determined on the basis of the order in which their names appear on the eligibility list from which their appointments are made with the employee standing the higher on such eligibility list having the higher seniority over the other.

Section b. The City agrees to furnish the Union an up-to-date Seniority List by January first of each year for the benefit of all employees and all future seniority standings shall be resolved in accordance therewith.

Section c. Transfers of employees because of extenuating circumstances may be granted by the Chief upon request of the Union.

Section d. Open berths in the Department caused by retirement, promotion, resignation, termination, death or by creation of a new position in the bargaining unit shall be filled by seniority upon bid of interested, qualified employees. The berth shall be awarded to the senior qualified employee bidding for the same except as otherwise defined in this agreement. Openings occurring in the Department subject to bid shall be posted in each station by the Chief and shall remain posted for at least fourteen (14) days. It is understood that bidding shall be for primary vacancies only and there shall be no pyramiding of vacancies allowed. Positions awarded subject to bid shall be for a minimum period of 12 months; an employee who has been awarded his bid shall be ineligible to bid on another position for twelve (12) months.

Refusal of the Chief to award the open berth to the senior employee because of a question of qualification shall be subject to grievance arbitration as provided in Article 22.

Section e. At his own discretion, any employee may refuse to bid for a position or a benefit without the need of giving any explanation therefore. Further, such refusal shall not prevent the employee from bidding for subsequent vacancies which may occur in the Department.

21. Grievance Procedure

A grievance shall be defined as an employee's expressed feeling of dissatisfaction, presented in writing, concerning aspects of his employment or working conditions arising out of the terms and conditions of this agreement which have not been resolved to the employee's satisfaction through informal discussion by the aggrieved employee(s) with the member or party causing the grievance to be filed. Any informal resolution of a grievance shall be approved by the Fire Chief. Such grievances may relate to the interpretations, or applications, or compliance with

any of the provisions of this agreement. A grievance that remains unresolved through informal discussions shall be advanced to the employer, in writing, by the union representative and shall be settled in the following manner:

Section a. A grievance must be submitted by the employee to their immediate supervising officer or the Deputy Chief, within fourteen (14) calendar days of the date of occurrence, except in cases of disability due to sickness, accident or vacation. A copy shall be forwarded to the Chief by the officer receiving the grievance with the officer's disposition.

Section b. Should the grievance remain unsettled, it shall be presented to the Chief of the department within fourteen (14) calendar days after the decision of the member or party causing the grievance and within fourteen (14) calendar days after such submission the Chief shall make his decision, in writing, unless mutually agreed upon by the participants that additional time is needed.

Section c. Should the employee be dissatisfied with the decision of the Chief of the Department, within seven (7) days after receipt of such decision, the employee shall so inform the Union representative who in turn, in writing, shall notify the Mayor or his/her designee. The Chief shall be notified of any appeal to the Mayor or his/her designee. Within ten (10) days thereafter the Mayor or his/her designee shall give his decision, in writing, to the Union representative and to the Chief of the Department.

Section d. If the decision is unsatisfactory to either party, or if no decision is made by the Mayor within the ten (10) day period as above prescribed, then either party, after giving written notice to the other within fifteen (15) working days thereafter, may request that the issues be submitted for arbitration. The arbitration will be conducted in accordance with the general rules of the American Arbitration Association. The parties shall equally share in the cost of the grievance procedure. The decision of an arbitrator shall be final and binding on the parties.

Section e. Any time limit for notices and appeals established by this Article may be extended by mutual consent of the parties given in writing.

Section f. It shall be the responsibility of an employee not to present or discuss a grievance with the City until the Union has been notified and provided an opportunity to be present.

22. Union Business

Section a. The members of the Union Negotiating Committee, not more than five (5), shall be granted leave from duty with no loss of pay or benefits for all meetings between the City and Union held for the purpose of negotiating the terms of this contract or amendments to be made thereto providing such meetings are held at a time during which committee members are schedule to be on duty.

Section b. Such officers are members of the Union as may be designated by the Union shall be granted leave from duty with no loss of pay or benefits limited to three (3) days each for two men to attend State labor meetings and conventions. Time in excess of these three days for the two men (total of six days) shall be granted by the Chief providing that the Union pays for a substitute to take such officers' and members' place.

Section c. The City shall permit the use by the Union of a bulletin board to be located in each of the respective fire houses for the posting of notices concerning Union business and activities, and the use of the assembly hall at Central Fire Station for regular Union monthly meetings. Approval of the Chief shall be required for additional use, which approval shall not be unreasonably withheld.

Section d. To insure better operational functions of the Agreement, the employer will recognize the union appointment of such shop stewards as may be necessary to enforce the provisions hereof. A Union representative shall be allowed to participate in the investigation and processing of grievances in full pay status.

23. Military Leave

Employees who are members of the military service shall be paid during the usual prescribed period of service to meet summer training obligations except that pay shall not be given for more than sixteen (16) days of any calendar year.

24. Training

The members of the Fire Department both individually and collectively agree to participate in such training programs sponsored by or arranged by the City which will increase their skills and proficiency in the performance of their assigned duties.

The City shall put every newly hired employee through a firefighter training program of four (4) weeks of day shift duty unless a different program is required by law. The employee will not satisfy the manpower requirement of the contract during the training program.

Effective July 1, 2001, the City will establish an annual pool of \$33,000 to ensure the training goals of the Department are met in accordance with the following priorities:

1. Paramedic training
2. Department training
3. Fire Prevention
4. Specialty training attended by individual firefighters

Fire Inspection personnel shall be allowed to attend monthly fire prevention meetings.

25. Motor Mechanics

There will be ten (10) shifts per year of paid leave available to the motor mechanics in the aggregate to attend mechanics meetings. These shifts shall be available to use in the event a mechanic is working a regular tour of duty on the day a mechanics' meeting is scheduled. Each mechanic will receive \$10.00 per shift for expenses while on such leave. Each mechanic will receive \$500.00 per year reimbursements for training, certification, and dues. The City will pay the annual dues for each mechanic to belong to the Mechanic's Association.

26. Education Incentive

There shall be an educational incentive plan for those employees who earn certified educational credits, maintaining a passing grade in each course taken, while enrolled in an accredited program leading to an Associate's Degree in Fire Science. Such employee shall be paid an annual educational incentive award, which shall be considered part of salary for pension purposes as follows:

30 credits - 5% of individual employee's salary

60 credits - 10% of individual employee's salary

For the purposes of this article, the employee's salary to which the percent is applied shall be the individual employee's base wage as set forth in Article 4 a. Salary shall include compensation for regular hours of work and for paid leave like sick leave, occupational injury leave, vacation leave, funeral leave, personal leave and union leave. Salary shall not include overtime, longevity, clothing allowance, holiday pay, fire prevention premium, fitness incentive or Narcan stipend.

The educational incentive, along with the Emergency Medical Technician and Defibrillator Certification stipends, are part of eligible firefighters' base pay and will be incorporated into the overtime and holiday pay rates accordingly. Notification of a change in an employee's educational level must be submitted to the Chief by January 1 to be implemented the following July.

27. Personal Property

Subject to the approval of the Chief, the City will reimburse employees for personal property (necessary to the job) damaged during the performance of duties.

28. Employee Privacy

Employees shall enjoy the right of dignity and personal privacy in their employment. It is the policy of the City and the Union that their primary goal with respect to employees with substance abuse problems shall be rehabilitation rather than punishment.

29. Employee Files

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

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

Section b. The employee shall have the right to answer any material filed and his answer shall be attached to the file copy.

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

Section d. An employee may have information removed from his/her file by use of the grievance procedure, provided the grievance is filed within ten (10) days of the introduction of material pursuant to clause (a) on the ground that information in his/her file is improper, incorrect or irrelevant to the employment relationship.

Section e. No information will be released to anyone outside of civil service and management of the City without the employee's consent.

30. Discipline and Discharge

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

31. No Layoffs

There will be a no layoff of firefighters for the duration of this contract, to the extent permitted by law.

32. New Hires

Employees hired after the date of the execution of this agreement shall be entitled to the following benefits under the conditions stated.

Sick Leave: During the first year of employment, seventy (70) hours per year. In the second year, sick leave shall accrue at the rate of one hundred forty (140) hours per year. In the third year sick leave will be in accordance with contract Article 13a.

Personal Leave: No personal leave for the first two years of employment.

The provisions of this section shall not be effective unless the City Council funds the staffing provisions of this agreement.

33. Quality Program

The parties will cooperate in the implementation of a Total Quality Program. The program will be designed to explore methods for the improvement of the quality of the services delivered by the Fire Department. The program shall not be considered a waiver of any rights the parties have pursuant to the collective bargaining agreement or pursuant to the law. Specifically, and without limitation, communications in the program will not be considered notice to the Union.

A Joint Labor Management Committee will be established to negotiate a policy for future merit standards.

A Joint Labor Management Committee will be established to negotiate Health and Fitness standards.

A Joint Labor Management Committee shall meet routinely throughout the term of this agreement for the purpose of developing recommendations for the improvement of department operations.

34. Duration

This contract is effective as of July 1, 2013 and shall be in effect through June 30, 2016 or until a new contract is signed. The Union agrees to notify the Mayor, in writing, by mailing notice of its intention to begin such negotiations at least thirty (30) days prior to actual negotiations.

35. Approval

This agreement is subject to funding by City Council and ratification by the Gloucester Firefighters, Local 762, I.A.F.F.

36. Management Rights

Nothing in this Agreement shall be interpreted as diminishing the right of the employer to determine and prescribe methods and means by which its operation of the Department involved shall be conducted except as may otherwise be specifically spelled out in this Agreement.

37. Health & Safety

The Department shall comply with current Massachusetts guidelines provided by the Human Resources Division for Medical and Physical Abilities testing for individuals hired after November 1, 1996. The Deputy in charge of Personnel shall serve as the Department liaison coordinating the testing process.

38. Fitness Incentive

Prior to the expiration of this agreement, if the Union and the Fire Chief can agree on terms of a voluntary fitness incentive, each member who participates and passes the program will be paid a \$500 annual incentive.

Signed this 16 day of July, ~~2013~~ 2014

For the City of Gloucester

Chris J. Fink Mayor

For the Union

Stephen M. Gull President
Shirley L. Gull Vice President

APPENDIX A WAGE SCHEDULE

FISCAL FY201		EFFECTIVE 7/1/13											
Personnel that are promoted or assigned to a different position and pay grade shall start at step 1 except when doing so would result in a decrease.													
In those instances except for demotions or other disciplinary matters the employee shall start at a pay grade that provides an increase above their previous pay grade.													
<u>FIREFIGHTER</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>						
BASE	\$	19.17	\$ 20.29	\$ 21.55	\$ 22.74	\$ 23.19	\$ 23.41						
<u>PARAMEDIC</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>					
BASE	\$	23.19	\$ 24.13	\$ 24.78	\$ 25.42	\$ 25.93	\$ 26.43	\$ 26.70					
<u>MECHANICS</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>							
BASE	\$	24.16	\$ 24.81	\$ 25.45	\$ 25.96	\$ 26.22							
<u>CAPTAIN</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>							
BASE	\$	26.76	\$ 27.47	\$ 28.18	\$ 28.74	\$ 29.02							
<u>DEPUTY</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>								
BASE	\$	31.12	\$ 31.97	\$ 32.60	\$ 32.93								
80 HOURS CALCULATION													
<u>EMS COORDINATOR</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>								
BASE	\$	32.67	\$ 33.56	\$ 34.23	\$ 34.57								
80 HOURS CALCULATION													
<u>FIRE INSPECTOR</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>							
BASE	\$	25.37	\$ 26.04	\$ 26.74	\$ 27.26	\$ 27.52							

FISCAL FY2015		EFFECTIVE 7/1/14					
Personnel that are promoted or assigned to a different position and pay grade shall start at step 1 except when doing so would result in a decrease.							
In those instances except for demotions or other disciplinary matters the employee shall start at a pay grade that provides an increase above their previous pay grade.							
FIREFIGHTER		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
BASE	\$	19.47	\$ 20.61	\$ 21.89	\$ 23.11	\$ 23.57	\$ 23.79
PARAMEDIC		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
BASE	\$	23.57	\$ 24.53	\$ 25.19	\$ 25.84	\$ 26.36	\$ 26.87
							\$ 27.15
MECHANICS		Step 1	Step 2	Step 3	Step 4	Step 5	
BASE	\$	24.55	\$ 25.21	\$ 25.86	\$ 26.38	\$ 26.65	
OFFICER/PARAMEDIC STIPEND		\$2,500					
LIEUTENANT		Step 1	Step 2	Step 3			
BASE	\$	26.87	\$ 27.15	\$ 27.19			
CAPTAIN		Step 1	Step 2	Step 3	Step 4		
BASE	\$	27.91	\$ 28.64	\$ 29.21	\$ 29.49		
DEPUTY		Step 1	Step 2	Step 3	Step 4		
BASE	\$	31.62	\$ 32.49	\$ 33.13	\$ 33.47		
80 HOURS CALCULATION							
EMS COORDINATOR		Step 1	Step 2	Step 3	Step 4		
BASE	\$	33.31	\$ 34.22	\$ 34.91	\$ 35.25		
80 HOURS CALCULATION							
FIRE INSPECTOR		Step 1	Step 2	Step 3			
BASE	\$	27.27	\$ 27.80	\$ 28.06			
ASSISTANT CHIEF		Step 1	Step 2	Step 3			
	\$	60.98	\$ 61.90	\$ 62.83			
M11 S10	\$	111,410.46	\$ 113,091.30	\$ 114,790.41			

FISCAL FY2016		EFFECTIVE 7/1/15											
Personnel that are promoted or assigned to a different position and pay grade shall start at step 1 except when doing so would result in a decrease.													
In those instances except for demotions or other disciplinary matters the employee shall start at a pay grade that provides an increase above their previous pay grade.													
FIREFIGHTER	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>							
BASE	\$ 19.85	\$ 21.02	\$ 22.32	\$ 23.57	\$ 24.04	\$ 24.26							
PARAMEDIC	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>						
BASE	\$ 24.04	\$ 25.02	\$ 25.69	\$ 26.35	\$ 26.88	\$ 27.40	\$ 27.69						
MECHANICS	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>								
BASE	\$ 25.04	\$ 25.71	\$ 26.37	\$ 26.90	\$ 27.18								
OFFICER/PARAMEDIC STIPEND	\$2,500												
LIEUTENANT	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>										
BASE	\$ 27.40	\$ 27.69	\$ 27.73										
CAPTAIN	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>									
BASE	\$ 28.46	\$ 29.21	\$ 29.79	\$ 30.07									
DEPUTY	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>									
BASE	\$ 32.25	\$ 33.13	\$ 33.79	\$ 34.13									
80 HOURS CALCULATION													
EMS COORDINATOR	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>									
BASE	\$ 33.97	\$ 34.90	\$ 35.60	\$ 35.95									
80 HOURS CALCULATION													
FIRE INSPECTOR	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>										
BASE	\$ 27.81	\$ 28.35	\$ 28.61										
ASSISTANT CHIEF	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>										
BASE	\$ 62.21	\$ 63.14	\$ 64.09										

APPENDIX B

WORK SCHEDULE

56 Hour Work Week, 21 Day Cycle, 3 Groups

Weeks	SUN	MON	TUES	WED	THURS	FRI	SAT
1	A	B	C	A	C	B	A
2	B	C	A	B	A	C	B
3	C	A	B	C	B	A	C

APPENDIX C

SICK LEAVE VERIFICATION POLICY

The City shall require presentation of a doctor's certificate documenting an injury or illness that prevents an employee from performing his duties and a prognosis of recovery and estimated leave after an absence of three (3) consecutive working days. The City may request an employee to be examined by a doctor appointed by the City.

The City shall require a doctor's certificate from an employee who takes a sick leave day after having already taken seven (7) medically documented sick leave days during that calendar year.

The cost of obtaining a doctor's certificate shall be borne by the employee; the cost of an examination by a doctor appointed by the City shall be borne by the City.

The Deputy Chiefs shall be responsible for enforcing this provision. The Deputy Chiefs may deny sick leave or take other disciplinary action when an employee fails to produce a medical certificate within one (1) week of the start of the leave or fails to provide a complete report. A firefighter will not be disciplined due to a physician's failure to produce requested documentation, provided the Deputy Chief verifies said attempt by contacting the employee's physician by phone.

At the discretion of the Chief, medical documentation of a firefighter's fitness for duty may be requested after a serious sickness or injury.

APPENDIX D
CITY OF GLOUCESTER
PERSONNEL DEPARTMENT
FAMILY AND MEDICAL LEAVE ACT POLICY

POLICY: As a workplace, the City of Gloucester is committed to public policies responsive to family needs. It is the City's policy to comply with the Family and Medical Leave Act of 1993, which become effective on August 5, 1993 for employees not covered by a collective bargaining agreement. The Act becomes effective for employees subject to a collective bargaining agreement at the expiration of the applicable collective bargaining agreement or February 5, 1994, whichever arrives sooner.

SCOPE: This policy shall apply to all permanent employees in all City Departments governed by the City of Gloucester's Personnel Policy and Procedure, subject to approval through any collective bargaining process.

PROCEDURE:

A. ELIGIBILITY

An individual employed by the City of Gloucester for at least twelve (12) months, who has worked at least 1,250 hours during the twelve (12) month period immediately preceding a leave under this section, may take up to twelve (12) workweeks of unpaid leave per twelve (12) month period measured backward from the date an employee uses any leave for any one or more of the following reasons:

1. The birth of the employee's child, and in order to care for the newborn child (see Maternity Leave Policy);
2. The placement of a child with the employee for adoption or foster care;
3. The need to care for the employee's spouse, child or parent who has a serious health condition;
4. The employee's own serious health condition that renders the employee unable to perform the functions of his or her own job.

B. CERTIFICATION

An employee shall provide certification from a health care provider to substantiate any leave due to the serious health condition of the employee or the employee's immediate family member. Failure to provide such certification will result in a denial of the leave request until the employee provides the requested certification. Certification forms are available in the Personnel Department. See attachment - FORM WH-380.

C. NOTICE

- 1) In order to plan for the provision of quality uninterrupted service to the public, the employee seeking leave must notify the Department Head at least thirty (30) days prior to any anticipated leave. If the need for leave is not foreseeable, the employee must give the Department Head notice as soon as practicable. Failure to provide such advance notice will result in a denial of the leave until 30 days after the notice is provided.
- 2) The Department Head shall first consult the City Personnel Director regarding the leave request and then process the appropriate Personnel Action Form and medical certification for placement in the employee's personnel file.

D. DISTRIBUTION OF POLICY

This policy shall be placed in the City of Gloucester's Personnel Policy and Procedures Manual on file in every City Department. In addition, a copy of this policy shall be distributed to the employee by the Department Head at the time a request for Family and Medical Leave is made.

GUIDELINES:

A. GROUP HEALTH AND LIFE INSURANCE PLAN COVERAGE

- 1) The City of Gloucester will continue its contribution to the group health and life insurance plans for an employee who is out on an approved family or medical leave. The employee must continue to pay his or her share of such premium during any unpaid leave period.
- 2) To continue insurance during any unpaid leave, the employee must make arrangements for the payment of premiums with the Workers Compensation/Benefits Agent in the City's Personnel Office.

If an employee's premium payment is more than 30 days late, the City of Gloucester's obligation to maintain health insurance will cease. The City reserves the right to recover the employee's share of any premium payments missed by the employee during the leave period. If the employee fails to return to work after taking the leave, the City reserves the right to recover the employer's contribution for health insurance premiums paid during the employee's leave.

B. BENEFITS AND ACCRUAL

- 1) An employee on family or medical leave must use any accrued vacation and personal time while on such leave prior to becoming eligible for unpaid leave. An employee who is on medical leave for the reasons stated in Procedure A.4 must use any accrued sick time while on such leave.
- 2) Vacations, Holidays, and Sick Leave accrue only during the paid portion of the Family or Medical Leave. Unpaid leave shall not be included in the computation of such benefits. Longevity or other accrued benefits shall be prorated by the length of any unpaid leave of absence.
- 3) Approved family or medical leave shall not affect an employee's right to any benefits and seniority to which he or she was entitled at the start of the leave. An employee's anniversary date for step movement on the salary scale or benefit accrual shall be adjusted by the length of any unpaid leave, as determined by the City's Personnel Director.

C. JOB RESTORATION

At the end of a family or medical leave, an employee shall be restored to his or her former position, if available, or to a similar position, with the same pay, benefits and working conditions as of the date of the employee's leave, as economic conditions warrant. The employee's right to be restored is limited to what the employee's job would have been if he or she had not taken leave. Prior to restoration, an employee who takes a medical leave for the reasons set forth in Procedure A.4 must obtain and present certification from a health care provider that the employee is able to resume work. Failure to provide such certification will result in a denial of restoration until the employee provides the requested certification.

APPENDIX E
CITY OF GLOUCESTER
Assignment Description

TITLE: EMS Coordinator

REPORTS TO: Fire Chief

SCHEDULE: Tuesday – Friday, 7 a.m. – 5:00 p.m.

SALARY SCALE: Grade IV

SUPERVISION EXERCISED: Supervises Field Training Officers and coordinates paramedic operations.

RESPONSIBILITIES:

Under the direction of the commanding officers, the EMS Coordinator shall assume responsibility for the operations of the ambulance service, including the implementation and operation of advanced Life Support services.

- A. Administers ALS licensure annually and BLS licensure every two years
- B. Assumes responsibility for ALS response modeling
- C. Coordinates ALS staffing configuration scheduling, record/payroll accounting, especially for overtime during training.
- D. Coordinates all ALS credentialing.
- E. Provides quality assurance of service and personnel.
- F. Administers medical control agreements and operations.
- G. Serves as liaison to northeast EMS for paramedic training and ALS operations.
- H. Coordinates EMS equipment quality control, inventories and ordering.
- I. Develops, maintains and presents EMS budget.
- J. Responsible for ambulance billing and problem resolution.
- K. Coordinates interagency agreements for back-up services and problem resolution.

L. Ensures defibrillator and MAST trouser protocol/agreement compliance.

M. Ensures DPH controlled substance licensure inventory control and security.

N. Serves as department representative for all EMS meetings and issues.

QUALIFICATIONS

Demonstrated administrative experience or education; strong organizational, interpersonal and communication skills.

Strong computer skills, including spreadsheet formats preferred.

Ability to work independently with self-motivation.

APPENDIX F

CITY OF GLOUCESTER
Assignment Description

TITLE: Field Training Officer (FTO)

REPORTS TO: EMS Coordinator

SCHEDULE: While on duty of assigned group

SALARY SCALE: Fixed Annual Stipend \$1500.00

RESPONSIBILITIES:

- A. Will be primary EMS educator and evaluator of newly certified or newly hired personnel assigned to their group.
- B. Will be present on Rescue Squad when supervised oversight is expected or required. This will include but not be limited to, precepting new personnel in EMS duties, precepting personnel who require EMS remediation, riding with EMS Interns.
- C. Ensures group wide certification and competency on all First Responder and BLS skills including but not limited to CPR/AED, Epi-Pen, BLS Medication Administration (Aspirin, Nitroglycerine), Glucometry, and Nasal Narcan.
- D. Maintain BLS Training equipment such as Resuscitation Mannequins, AED Trainers, etc.
- E. Assist the Personnel Deputy and EMS Coordinator in the maintenance of up to date EMT and CPR certification records.
- F. Assist both ALS and BLS crews in ensuring that their equipment and supplies are stocked, up to date, and ready for service.
- G. Conduct non-certification level, in-service trainings for their group as needed (i.e.: protocol updates, new equipment orientations, etc.).

MINIMUM QUALIFICATIONS

- Certified EMT-Basic with at least five years of experience.
- Certified CPR-AED Instructor within 6 months of assignment.
- Ability to work independently with self-motivation and use organizational skills.

SELECTION CRITERIA

- EMS Education Qualifications
- Time working as Paramedic in Massachusetts
- Aptitude as determined by interview
- Department Seniority will be used to break ties

APPENDIX G

CITY OF GLOUCESTER
Uniform Policy

Class “B” Uniform

Private

FR Navy Blue Pants – with or without approved cargo pockets

FR Navy Blue S/S Shirt – with departmental and silver badge patches

FR Navy Blue L/S Shirt – with departmental and silver badge patches

5.11 Navy Blue Polo shirt – with Maltese cross embroidery. Company affiliation may be embroidered.

5.11 Red Polo shirt – with Maltese cross embroidery. Company affiliation may be embroidered. Authorized only for Fridays and Military holidays.

5.11 Navy Blue Job Shirt (soft collar) - with Maltese cross embroidery and may include company affiliation. Departmental and silver badge patches may be affixed instead of embroidery

Blauer Navy Blue Commando Pullover V-Neck Sweater with departmental and silver badge and patches

T-Shirts – As per the contract, T-Shirts may be worn under the following conditions:

- Only an approved departmental T-Shirt may be worn – No Exceptions
- When the temperature is at 80 degrees Fahrenheit or above
- At night or after 1700hrs
- Any other time a Class “B” shirt is not mandated

Black uniform boots or shoes with black socks

“The Class “B” uniform SHALL be worn during all inspections, on watch or conducting public relations duty.” Public relations duty is superfluous to the day to day operations. Some examples of public relations duty are School Drills, Public teachings or demonstrations, On-Duty Personnel attending public ceremonies, etc.

Fire Inspector and EMS Coordinator are authorized and have the option to wear the Class A shirt with their Class B uniform during normal duty hours and operations.

Lieutenant

FR Navy Blue Pants – without cargo pockets

FR Light Blue S/S Shirt – with departmental and silver badge patches. Single bugle patches shall be affixed to the collars

FR Light Blue L/S Shirt – with departmental and silver badge patches. Single bugle patches shall be affixed to the collars

5.11 Navy Blue Polo shirt – with Maltese cross and rank embroidery. Single bugle patches shall be affixed to the collars

5.11 Red Polo shirt – with Maltese cross and rank embroidery. Single bugle patches shall be affixed to the collars. Authorized only for Fridays and Military holidays.

5.11 Navy Blue Job Shirt (soft collar) - with Maltese cross embroidery and may include company affiliation. Departmental and silver badge patches may be affixed instead of embroidery. Single bugle patches shall be affixed to the collars.

Blauer Navy Blue Commando Pullover V-Neck Sweater with departmental and silver badge and patches

T-Shirts – As per the contract, T-Shirts may be worn under the following conditions:

- Only an approved departmental T-Shirt may be worn – No Exceptions
- When the temperature is at 80 degrees Fahrenheit or above
- At night or after 1700hrs
- Any other time a Class “B” shirt is not mandated

Black uniform boots or shoes with black socks

“The Class “B” uniform SHALL be worn during all inspections, on watch or conducting public relations duty.” Public relations duty is superfluous to the day to day operations. Some examples of public relations duty are School Drills, Public teachings or demonstrations, On-Duty Personnel attending public ceremonies, etc.

Captain

FR Navy Blue Pants – without approved cargo pockets

FR White or Light Blue S/S Shirt – with departmental and silver badge patches. Two (parallel) bugle patches shall be affixed to the collars

FR White or Light Blue L/S Shirt – with departmental and silver badge patches. Two (parallel) bugle patches shall be affixed to the collars

Captain continued

5.11 White or Grey Polo shirt – with Maltese cross and rank embroidery. Two (parallel) bugle patches shall be affixed to the collars

5.11 Red Polo shirt – with Maltese cross and rank embroidery. Two (parallel) bugle patches shall be affixed to the collars. Authorized only for Fridays and Military holidays.

5.11 Navy Blue Job Shirt (soft collar) - with Maltese cross embroidery and may include company affiliation. Departmental and silver badge patches may be affixed instead of embroidery. Two (parallel) bugle patches shall be affixed to the collars.

Blauer Navy Blue Commando Pullover V-Neck Sweater with departmental and silver badge and patches

T-Shirts – As per the contract, T-Shirts may be worn under the following conditions:

- Only an approved departmental T-Shirt may be worn – No Exceptions
- When the temperature is at 80 degrees Fahrenheit or above
- At night or after 1700hrs
- Any other time a Class “B” shirt is not mandated

Black uniform boots or shoes with black socks

“The Class “B” uniform SHALL be worn during all inspections, on watch or conducting public relations duty.” Public relations duty is superfluous to the day to day operations. Some examples of public relations duty are School Drills, Public teachings or demonstrations, On-Duty Personnel attending public ceremonies, etc.

Deputy Chief

FR Navy Blue Pants – without approved cargo pockets

FR White S/S Shirt – with departmental and gold badge patches. Three (crossed) bugle patches shall be affixed to the collars

FR White L/S Shirt – with departmental and gold badge patches. Three (crossed) bugle patches shall be affixed to the collars

5.11 White Polo shirt – with Maltese cross and rank embroidery. Three (crossed) bugle patches shall be affixed to the collars

5.11 Red Polo shirt – with Maltese cross and rank embroidery. Three (crossed) bugle patches shall be affixed to the collars. Authorized only for Fridays and Military holidays.

Deputy Chief continued

5.11 Navy Blue Job Shirt (soft collar) - with Maltese cross embroidery and may include company affiliation. Departmental and gold badge patches may be affixed instead of embroidery. Three (crossed) bugle patches shall be affixed to the collars.

Blauer Navy Blue Commando Pullover V-Neck Sweater with departmental and gold badge and patches

T-Shirts – As per the contract, T-Shirts may be worn under the following conditions:

- Only an approved departmental T-Shirt may be worn – No Exceptions
- When the temperature is at 80 degrees Fahrenheit or above
- At night or after 1700hrs
- Any other time a Class “B” shirt is not mandated

Black uniform boots or shoes with black socks

“The Class “B” uniform SHALL be worn during all inspections, on watch or conducting public relations duty.” Public relations duty is superfluous to the day to day operations. Some examples of public relations duty are School Drills, Public teachings or demonstrations, On-Duty Personnel attending public ceremonies, etc.

Assistant Chief

FR Navy Blue Pants – without approved cargo pockets

FR White S/S Shirt – with departmental and gold badge patches. Four (crossed) bugle patches shall be affixed to the collars

FR White L/S Shirt – with departmental and gold badge patches. Four (crossed) bugle patches will be affixed to the collars

5.11 White Polo shirt – with Maltese cross and rank embroidery. Four (crossed) bugle patches shall be affixed to the collars

5.11 Red Polo shirt – with Maltese cross and rank embroidery. Four (crossed) bugle patches shall be affixed to the collars. Authorized only for Fridays and Military holidays.

5.11 Navy Blue Job Shirt (soft collar) - with Maltese cross embroidery and may include company affiliation. Departmental and gold badge patches may be affixed instead of embroidery. Four (crossed) bugle patches shall be affixed to the collars.

Blauer Navy Blue Commando Pullover V-Neck Sweater with departmental and gold badge and patches

T-Shirts – As per the contract, T-Shirts may be worn under the following conditions:

Assistant Chief continued

- Only an approved departmental T-Shirt may be worn – No Exceptions
- When the temperature is at 80 degrees Fahrenheit or above
- At night or after 1700hrs
- Any other time a Class “B” shirt is not mandated

Black uniform boots or shoes with black socks

“The Class “B” uniform SHALL be worn during all inspections, on watch or conducting public relations duty.” Public relations duty is superfluous to the day to day operations. Some examples of public relations duty are School Drills, Public teachings or demonstrations, On-Duty Personnel attending public ceremonies, etc.

Class "A" Uniform

Privates

Navy Blue Single Breasted Sack Coat – with Departmental Patch on left shoulder

Navy Blue Matching Dress Pant – Uncuffed

Light Blue S/S Dress Shirt – with Departmental Patch on left shoulder

Light Blue L/S Dress Shirt – with Departmental Patch on left shoulder

Navy Blue Bell Cap – with traditional Cap Badge & Black Band

Black Tie – Traditional or Clip-On

Black Dress Shoes – Members may wear their own dress shoes (No Duty Boots or Sneakers)

Departmental Badge – unnumbered with black mourning band

White Gloves

Collar Insignia for Sack Coat and Dress Shirt is a Silver Round Fire Scramble

Red Hash Marks may be affixed – One Hash Mark for every five years of service

Red Fourragere Lanyard will be affixed to the left arm for those in the Honor Guard

Lieutenants

Navy Blue Double Breasted Sack Coat – with silver buttons and Departmental Patch on left shoulder

Navy Blue Matching Dress Pant – Uncuffed

White S/S Dress Shirt – with Departmental Patch on left shoulder

White L/S Dress Shirt – with Departmental Patch on left shoulder

White Bell Cap – with Hat Badge - One Bugle, Silver Band

Black Tie – Traditional or Clip-On

Black Dress Shoes – Members may wear their own dress shoes (No Duty Boots or Sneakers)

Departmental Badge – unnumbered with black mourning band

White Gloves

Lieutenants continued

Collar Insignia for Sack Coat and Dress Shirt is a Silver Bugle

Sleeve will have one silver circumferential band denoting rank

Silver Hash Marks may be affixed – One Hash Mark for every five years of service

Silver Fourragere Lanyard will be affixed to the left arm for those in the Honor Guard

Captains

Navy Blue Double Breasted Sack Coat – with silver buttons and Departmental Patch on left shoulder

Navy Blue Matching Dress Pant – Uncuffed

White S/S Dress Shirt – with Departmental Patch on left shoulder

White L/S Dress Shirt – with Departmental Patch on left shoulder

White Bell Cap – with Hat Badge - Two Bugles, Silver Band

Black Tie – Traditional or Clip-On

Black Dress Shoes – Members may wear their own dress shoes (No Duty Boots or Sneakers)

Departmental Badge – unnumbered with black mourning band

White Gloves

Collar Insignia for Sack Coat and Dress Shirt is two Silver Bugles or Axes

Sleeve will have two silver circumferential bands denoting rank

Silver Hash Marks may be affixed – One Hash Mark for every five years of service

Silver Fourragere Lanyard will be affixed to the left arm for those in the Honor Guard

Deputy Chief

Navy Blue Double Breasted Sack Coat – with gold buttons and Departmental Patch on left shoulder

Navy Blue Matching Dress Pant – Uncuffed

Deputy Chief continued

White S/S Dress Shirt – with Departmental Patch on left shoulder

White L/S Dress Shirt – with Departmental Patch on left shoulder

White Bell Cap – with Hat Badge - Three Bugles, Gold Band

Black Tie – Traditional or Clip-On

Black Dress Shoes – Members may wear their own dress shoes (No Duty Boots or Sneakers)

Departmental Badge – unnumbered with black mourning band

White Gloves

Collar Insignia for Sack Coat and dress shirt is Three Gold Bugles

Sleeves will have Three Gold circumferential bands denoting rank

Gold Hash Marks may be affixed – One Hash Mark for every five years of service

Gold Fougere Lanyard will be affixed to the left arm for those in the Honor Guard

Assistant Chief

Navy Blue Double Breasted Sack Coat – with gold buttons and Departmental Patch on left shoulder

Navy Blue Matching Dress Pant – Uncuffed

White S/S Dress Shirt – with Departmental Patch on left shoulder

White L/S Dress Shirt – with Departmental Patch on left shoulder

White Bell Cap – with Hat Badge - Four Bugles, Gold Band

Black Tie – Traditional or Clip-On

Black Dress Shoes – Members may wear their own dress shoes (No Duty Boots or Sneakers)

Departmental Badge – unnumbered with black mourning band

White Gloves

Collar Insignia for Sack Coat and dress shirt is Four Gold Bugles

Sleeves will have Four Gold circumferential bands denoting rank

Assistant Chief continued

Gold Hash Marks may be affixed – One Hash Mark for every five years of service

Gold Fourragere Lanyard will be affixed to the left arm for those in the Honor Guard

Commendations Bars



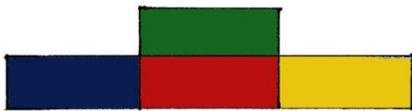
1



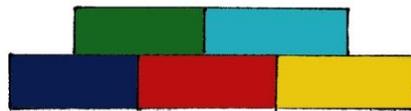
2



3



4



5

Commendation Bars and Awards are **ONLY** to be worn on the Class A uniform and are to be affixed one half inch and centered above the badge. They will be no more than three across and will build from there, as depicted in the graphic above. The order of precedence shall follow military tradition with the highest ranking or important commendations being worn from top to bottom, left to right as viewed by an observer not the wearing member.

Initial Clothing for New Hires

2-FR Navy Blue Pants – with or without approved cargo pockets

1-FR Navy Blue S/S Shirt – with departmental and silver badge patches – Only uniform shirt allowed for the first year of service

1-FR Navy Blue L/S Shirt – with departmental and silver badge patches – Only uniform shirt allowed for the first year of service

1-Crosstech 3in1 Jacket – with departmental and silver badge patches on the outer shell Maltese cross embroidery on inner liner with Department & EMS patches on sleeves optional

1-Pair of Duty Boots – Under \$100. If the cost exceeds \$100 the member may pay the difference

1-Navy Blue Single Breasted Sack Coat – with Departmental Patch on left shoulder

1-Navy Blue Matching Dress Pant – Uncuffed

1-Light Blue S/S Dress Shirt – with Departmental Patch on left shoulder

1-Light Blue L/S Dress Shirt – with Departmental Patch on left shoulder

1-Navy Blue Bell Cap – with traditional Cap Badge, Black Band

1-Black Tie – Traditional or Clip-On

1-Black Dress Shoes – Members may wear their own dress shoes (No Duty Boots or Sneakers)

1-Departmental Badge – unnumbered with black mourning band

1pr-White Gloves

1-Black Belt

1-Winter cap

Collar Insignia for Sack Coat and Dress Shirt is a Silver Round Fire Scramble

Initial PPE for New Hires

1-Pair NFPA approved Turnout Pants with Suspenders and Escape Belt

1-NFPA approved Turnout Coat with DRD

1-Nomex Hood

1-NFPA approved Structural Firefighting Helmet

1-Department Helmet Shield

1-Pair NFPA Structural Firefighting Gloves

1-Pair of NFPA Structural Firefighting Boots

1-Pair of $\frac{3}{4}$ Structural Boots

1-Rechargeable flashlight and charger

1-SCBA Mask

1-Personal Escape Rope and Bag

2-Accountability Tags