



**TOWN OF SWAMPSCOTT
AND
SWAMPSCOTT FIREFIGHTERS
LOCAL #1459, I.A.F.F.**

**COLLECTIVE BARGAINING
AGREEMENT
July 1, 2018- June 30, 2021**

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AGREEMENT
PREAMBLE

THIS AGREEMENT entered into this 1st day of July, 2018, between the Town of Swampscott ("Town"), and Local #1459, International Association of Fire Fighters, AFL-CIO ("Union"), has as its purpose the continuation of harmonious relations, the maintenance of effective lines of communication between the Board of Selectmen of the Town ("Board"), the Town Administrator and the Union, the establishment of an equitable, lawful and peaceful procedure for the resolution of differences, and the identification and codification of wages, hours, working and other conditions of employment for the employees in the bargaining unit defined herein.

THIS AGREEMENT is a complete agreement between the parties. No change, addition or modification of this AGREEMENT shall be binding on either the Town or the Union or the employees covered hereby unless reduced to writing and executed by the duly authorized representatives.

ARTICLE I

Recognition

Section 1:

The Town recognizes the Union as the exclusive collective bargaining representative of the employees of the Fire Department described in Section 2 hereof, pursuant to Chapter 150E of the General Laws and in accordance with and pursuant to the Letter of Recognition dated March 29, 1966, by the Town.

Section 2:

The collective bargaining unit represented by the Union and recognized by the Town is as follows:

All uniformed members of the firefighting force of the Swampscott Fire Department, but excluding the Chief, and all other employees of the Town.

Section 3:

Any replacements for bargaining unit employees shall be covered by this Agreement only during the actual period of their employment by the Town as members of the bargaining unit.

Section 4:

The Chief may assign bargaining unit work outside the bargaining unit in the following instances only:

(1) To replace members of the bargaining unit who shall be absent for longer than fifteen (15) consecutive days due to extended sickness or injury. Except, when said sickness or injury occurs during the summer rotation schedule as defined in Article XVII, Section 1, of this Agreement, this position(s) shall be filled by overtime work performed by bargaining unit employees.

ARTICLE II

No Discrimination

Section 1:

There shall be no discrimination, interference, retaliation, restraint or coercion by the Town, the Board, Union, or their respective agents against any employee(s) because

of his/her membership or non-membership in the Union, activities on behalf of the Union, or because an employee pursued or advanced rights and privileges contained in this Agreement, all as prescribed by applicable Federal or State law.

Section 2:

(1) Employees are free to become or refrain from becoming members of the Union subject to the provisions of Article III hereof.

(b) In accordance with the provisions of Chapter 463 Acts of 1970, each permanent member of the bargaining member who 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.

ARTICLE III

Check-Off

The Board agrees that from and after receipt of written authorization substantially in the form set forth herein and prior to proper revocation thereof, it will deduct weekly from the salary of an employee executing said authorization the amount designated therein as Union dues and initiation fees and assessments.

It is the express intent of the parties that the provisions of this Article be and are subject to the following conditions:

- (A) The sum of which represents such weekly Union dues, initiation fees and assessments shall be certified to the Chief as constituting such by the President of the Union. If the sum once certified is changed, the amount deducted from the earnings of an employee who has authorized such deductions shall not be increased or decreased until thirty (30) days written notice of such change has been received by the Chief from the President of the Union.
- (B) Deductions provided for above shall be remitted to the authorized financial officer of the Union not later than ten (10) days following the deduction. The Town shall simultaneously furnish the financial officer of the Union a record of the employees from whose earnings deductions have been made and the amount of the deductions.
- (C) Provided, however, that the Town shall be under no obligation to make any such deductions as aforesaid, upon proper revocation of said authorization by the employee delivered in writing to the Chief and the Union during a fifteen (15) day period annually, prior to the anniversary date of this Agreement or the execution of the authorization whichever is earlier, or upon transfer of an employee out of the bargaining unit defined in Article 1 of this Agreement (except that such deductions shall be resumed if an employee is returned to a position included in the bargaining unit).
- (D) The Union agrees that it will indemnify and save the Town harmless from any and all liability, claim, responsibility, damage or suit which may arise out of any action taken by the Town in accordance with the terms of this Article or in reliance upon

the authorization described herein, in an amount not to exceed the sum received by the Union on account of the deductions made from the earnings of an employee subsequent to such employee's claim.

PAYROLL DUES DEDUCTION AUTHORIZATION FORM

TO: SWAMPSCOTT BOARD OF SELECTMEN
SWAMPSCOTT, MASSACHUSETTS
LOCAL 1459, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,
AFL-CIO

I hereby authorize and direct the Town Treasurer to deduct from my salary weekly, beginning with the pay period of _____ which represents my dues, initiation fees and assessments as established by Local 1459, International Association of Fire Fighters, AFL-CIO, (herein called the Union) as certified to the Chief by the Local President of the Union. The said amounts shall be deducted pursuant to this authorization and also pursuant to Article III of an Agreement between the Board of Selectmen and the Union, which is incorporated herein by reference.

This authorization shall remain in effect, except upon proper revocation of said authorization by the employee delivered in writing to the Chief and the Union during a fifteen (15) day period annually, prior to the anniversary date of this Agreement or the execution of the authorization, whichever is earlier; my transfer out of the bargaining unit; except, however, that the Town is hereby authorized to resume my deductions in the event of my transfer back into the bargaining unit.

Name _____ Signature _____

Witnessed _____ Signature _____

Date: _____

This authorization shall be executed in duplicate with one (1) copy for the Board and one (1) copy for the Union.

ARTICLE IV

Joint Review Committee

The parties of this Agreement hereby establish the Joint Review Committee ("Committee") which shall consist of four (4) members as follows:

- (1) The President of the Union;
- (2) A member of the Union;
- (3) The Chief of the Department; and
- (4) The Town Administrator or the Town Administrator's designee.

Section 1:

The Committee shall meet at a mutually convenient time to consult as provided herein to discuss matters of safety and to improve the conditions under which the fire fighters perform their duties.

Section 2:

The parties agree that at least one (1) week prior to the date scheduled for the regular meeting of the Committee described above, the Union and the Board will exchange a written agenda of subjects about which they desire to consult. The consultations, as nearly as possible, will be confined to subjects on the agenda.

Section 3:

The parties agree that the provisions of this Article will in no way be construed as broadening the scope or application of this Agreement unless and until a safety code or other instrument which may result from the consultation shall be reduced to writing, signed by the members of the Committee, and made effective subject to existing law; except, however,

that nothing in the Article shall make any matter a grievance which would not be a grievance in the absence of these provisions.

Section 4:

The parties of this Agreement may, from time to time, jointly expand, narrow, alter or otherwise modify the procedures and jurisdiction of the Committee. Such action shall be accomplished only through negotiations and written Agreement between the parties to this Agreement.

ARTICLE V

Grievance Procedure

Section 1:

For purposes of this Agreement, a grievance shall be defined as a complaint, dispute or controversy, between the Town and the Union, and/or the Town and a member or members of the bargaining unit.

Section 2:

It is understood and agreed that no grievance arising out of acts which occurred and terminated prior to the execution of this Agreement shall be submitted to the Town Administrator or the Town Administrator's designee under the provisions of this Article.

Section 3:

It is agreed that any individual employee or group of employees shall have the right at any time to present grievances to a Supervisor or the Chief; provided, however, that any adjustment of a grievance so presented shall not be inconsistent with the terms and conditions of this Agreement; and provided further, that a representative of the Union is to

be given an opportunity to be present at such discussions and adjustment, to be informed of the facts pertinent thereto and to present the position of the Union.

Section 4:

A grievance must be presented within fourteen (14) business days after (a) knowledge by the employee(s) involved of the facts giving rise to the grievance, or (b) when the employee(s) should reasonably have been possessed of such knowledge as set forth below; any reference to days under this Article V shall mean business days which excludes weekends and holidays.

Step 1

The employee and/or the Union shall present the grievance in writing to the Chief of the Department, or the Chief's designee, who shall meet with the employee and a representative of the Union to discuss and attempt to settle the grievance, and in any event, shall give the Union and the employee-grievant an answer, in writing, to the grievance within five (5) business days. The parties shall arrange to meet within five (5) business days of the filing of a grievance at their mutual convenience.

Step 2

If the grievance is not satisfactorily settled, it may be appealed to the Town Administrator or to the Town Administrator's designee within five (5) business days after receipt of the written answer under Step 1.

The notice of Appeal shall be directed to the Town Administrator or the Town Administrator's designee with a copy to the Chief, and it shall briefly describe the basis of the appeal and the disposition under the previous step of this Grievance Procedure.

The Town Administrator or the Town Administrator's designee shall meet to hear the Appeal on the grievance to discuss and attempt to adjust the grievance as promptly as possible, normally within fourteen business (14) days, and at a time and place designated by the Town Administrator or the Town Administrator's designee.

Absent judgment, the Town Administrator or the Town Administrator's designee shall render a written Decision on the Appeal within twenty-one (21) business days following the close of the hearing.

Step 3

If no satisfactory settlement of the grievance is made, it may be appealed to arbitration by written notice of such Intent to Arbitrate served upon the Town Administrator or the Town Administrator's designee within sixty (60) business days after the Decision under Step 2. Any appeal to arbitration shall be made only in accordance with Article VII of this Agreement.

Section 5:

If the Town has a grievance, it shall initiate the grievance through the Chief of the Department by submitting the grievance, in writing, to the President of the Union. The Chief and the President of the Union shall meet to discuss and attempt to adjust the grievance. These two parties shall meet within five (5) business days of the filing of a grievance at their mutual convenience.

The Union shall give its written answer to the grievance within ten (10) business days following the conclusion of the meeting. If no satisfactory settlement of the grievance is

reached, the Town may appeal the grievance to arbitration in accordance with the procedures described in Article VII.

Section 6:

A grievance not initiated within the time specified shall be deemed waived. Failure of the Town or the Union and/or grievant, or any of its representatives at any level of this Grievance Procedure, to answer or appeal within the time limit specified shall mean that an appeal may be taken by either party to the next step as though a negative answer had been received.

The above limitations may be waived by mutual written agreement of the parties.

Section 7:

No reprisals of any kind will be taken by the Town, the Chief or any Town Official against any party in interest, any Union representative, any member of the Grievance Committee, any participant in the Grievance Procedure, or any person giving testimony thereunder, by reason of such participation in the Procedure.

ARTICLE VI

Furnishing of Information

Section 1:

The Town, upon request, will provide the Union with such relevant material as is reasonably necessary to enable the Union to fully protect the rights of its members, to interpret, perform its functions under this Agreement, and police this Agreement. The request of the Union shall specify the material, information, documents or evidence required,

the form in which it is requested, and the reason for the request. The Town reserves the right to discuss the expense and form of copying the requested material. The Town also reserves its right to request that a signed release of information form be obtained from affected employee(s) before furnishing the Union with certain information.

ARTICLE VII

Arbitration

The Union hereby agrees that no grievance, which is the subject of Civil Service or Retirement Board Laws of the Commonwealth of Massachusetts, may be submitted as a grievance to arbitration under the provisions of this Article.

Any other grievance which involves or pertains to the interpretation and application, claim of breach or violation of this Agreement and which remains unsettled after the procedures outlined in Article V hereof have been exhausted, shall be submitted to arbitration upon the written request of the Union and/or the Town subject to the terms and conditions defined below.

Section 1:

The party initiating a grievance shall, if arbitrated, have the obligation of going forward with its case before the other party shall be required to present its case or adduce any testimony or introduce any evidence.

Section 2:

In the event that a matter is appropriately appealed to arbitration, or as the parties otherwise agree to submit a grievance to arbitration, the arbitrator shall be selected according to, and shall be governed by, the following procedure:

Selection of a single arbitrator shall be made in accordance with the applicable rules of the American Arbitration Association. Expenses for the arbitrator's services shall be shared equally by the parties. The arbitrator shall be without power to alter, add to or detract from the language of this Agreement. The Arbitrator shall submit in writing such Arbitrator's findings of fact and award within thirty (30) days after the conclusion of testimony and argument, or as soon as practicable thereafter. The decision of the arbitrator shall be final and binding on both parties.

Section 3:

A stenographic record of the Hearing shall be made if desired by either party or by a request of the Arbitrator. The cost of the stenographic record shall be borne by the party making the request. In the event that the Arbitrator desires such a record, the cost of said record shall be shared equally by the parties, and thereafter the record shall become a public record available for use by the parties. After said Hearing, either party may, in the sole discretion of the Arbitrator, be permitted to file a brief and/or present oral argument.

Section 4:

Except as set forth above, each party shall bear the expenses of its representatives, participants, witnesses and for the preparation and presentation of its own case. The total and combined fees and expenses, if any, of the Arbitrator shall be shared equally by the parties.

Section 5:

The decision of the Arbitrator shall be final and binding upon both parties and upon any such employee affected thereby, provided that such decision shall be restricted to an interpretation or application of the terms of this Agreement and shall in no way alter or expand the provisions of this Agreement or contain any recommendation thereto; and provided further, said decision is based upon the facts and arguments either presented by the parties, or on which an opportunity to comment has been furnished the parties by the Arbitrator. The Arbitrator in rendering a written Decision shall clearly state the Findings of Fact and Conclusion upon which such Arbitrator's Decision is founded.

ARTICLE VIII

Right of the Town

Section 1:

The parties agree that except as modified, amended or abridged by this Agreement, the Town retains all rights, powers, and prerogatives that it has or may hereafter be granted and may lawfully exercise the same at its discretion. These rights, powers and prerogatives retained and reserved to the Town except as modified, amended or abridged by this Agreement include: the right to manage the Town's fire fighting operations, to direct and control those operations, to make and carry out and execute all plans and decisions deemed necessary by the Town in its judgment, to the welfare, advancement and best interest of the Fire Department; the right, power and prerogative to: hire, fire, suspend or in any other manner discipline; promote, demote; lay-off or otherwise reduce the work force, transfer permanently or temporarily, evaluate the performance of prescribe hours for and working

conditions of: assign any added, lessened or different duties, work and responsibility to; set standards and requirements applicable to and make determinations of eligibility for any in-step wage increases for; promulgate rules and regulations concerning the working conditions and safety of; regulate use of Town property, both real and personal; make any deductions because of the unauthorized absence of or failure to perform work by; and prescribe any safety and training program or policies for employees of the Fire Department

ARTICLE IX

No-Strike Clause and Continuity of Employment

Section 1:

In recognition of its obligations under the provisions of Chapter 150E of the General Laws, the Union hereby agrees and affirms that during the term of this Agreement, or any renewal or extension thereof, it will not engage in, induce, or encourage any strike, slow down, work stoppage or withholding of services.

ARTICLE X

Union Activity and Employee Participation

Section 1:

In order to facilitate the conduct of negotiations with the least possible expense to the Town, the parties agree to normally conduct negotiations at reasonable times at the Central Fire Station. If negotiations are held at a place other than the Central Fire Station or grievance and/or arbitration hearings under this Agreement occur during normal working hours, the representatives of the Union who are actually conducting the negotiations or the

grievant and essential witnesses, shall attend such negotiating sessions and/or hearing without loss of pay or benefits in order to permit their participation in such functions.

Section 2:

The steward filing specific grievance, Union officer or members of the Grievance Committee shall be granted time off with no loss of pay or benefits for the time reasonably required for participation in the grievance steps under this contract, when such activity takes place at a time during which such employees are scheduled to be on duty. The Union agrees that to the extent reasonably possible, the initial receipt and preliminary investigation of grievances will be conducted so as not to interfere with the duties of employees.

Section 3:

Commencing 7/1/03 through 6/30/05 and continuing thereafter in two year increments, such officers and members of the Union as may be designated by the Union shall be granted leave from duty with no loss of pay or benefits to attend labor conventions, education conferences, meetings or funerals provided that the total leave set forth in this section shall not exceed a total of fourteen (14) working shifts, which may be a combination of either ten (10) hour days, or fourteen (14) hour nights. A Tour is defined as twenty-four (24) hours, consisting of a ten (10) hour day shift, and a fourteen (14) hour night shift for all officers or bargaining unit members.

Unused leave days under this section shall not be cumulative from year to year. When leave is required for purposes set forth in this section, the Union or the designee who is to actually use the leave shall notify the Chief or Deputy Chief in writing of such employee's

intention to take such leave and the purpose of at least seven (7) days, when reasonably possible, prior to the date the leave is scheduled to begin.

Section 4:

On or before October 31st of each year, the Union will notify the Chief, in writing, of the names and addresses of the officers and such members of the Union that are authorized agents. The Union further agrees to promptly notify the Chief of any changes in the identity of said officers and authorized agents, which may occur during the ensuing year.

Section 5:

The Town agrees to supply one (1) bulletin board area in a central location at each Fire Station for the use of the Union.

Section 6:

Copies of this Agreement will be printed as needed at Union expense and shall represent and include all Agreements made between the Town and Union and shall be an accurate account of all rights, duties and privileges to be enjoyed by all parties. Copies shall be distributed annually to each Fire Department bargaining unit member, and additional copies shall be maintained in the Chief's office and Union Office and will be given to each newly hired bargaining unit employee.

ARTICLE X

Discharge, Suspension, Reprimand or Other Discipline

Section 1:

The parties of this Agreement have heretofore expressed their joint intent in Article VII to specifically remove and exempt any matters from the arbitration provisions of Article VII of this Agreement, which are subject to the provisions of M.G.L. Chapters 31 and 32.

Section 2:

Employees who have been formally criticized, reprimanded, censured or warned by a superior officer shall be notified of the action and prior to the effective date thereof shall have the right to meet with the superior officer and/or the Chief who shall review and explain the action to the employee. The reviewing superior officer shall, in addition, define and outline to the employee areas and methods to remedy and improvement of performance. The employee may be represented by an officer or authorized agent of the Union.

Section 3:

No employee will be disciplined or reprimanded without just cause. The issue of just cause for discipline/discharge action may be specifically appealed to Arbitration pursuant to Article VII, provided however, the employee must elect to either appeal Civil Service or utilize Grievance Arbitration as the method of review, and shall not proceed for a determination in both forums.

ARTICLE XII

Seniority and Promotions

Section 1A:

Seniority shall be computed in accordance with Chapter 31 of the Massachusetts General Laws, as amended. Seniority for the purposes of layoff and/or recall shall be computed in accordance with Massachusetts General Laws Chapter 31, as amended,

provided, however, that except as otherwise specified under said statute or elsewhere in this Agreement, seniority for contractual purposes, i.e., working out of grade, provisional promotions, etc., shall be calculated solely upon length of continuous full-time employment in the Swampscott Fire Department

Section 1B:

“Seniority, for the purposes of working Out Of Grade, filling provisional, temporary, acting, or any other short or long term appointment or promotion to the next highest grade, excluding day to day Out Of Grade as otherwise defined in Article XXXV hereof, shall be time in length of service of the lower grade, provided, however, with respect to Superior Officer Positions, i.e., Captain or Lieutenant, the Superior Officer, to be next in line for the Out Of Grade higher grade appointment, must have served in such Officer’s then current grade for at least one (1) calendar year.

Section 1C:

Promotions to "Acting Lieutenant" or "Acting Captain" may be made by the Chief to fill vacancies of 30 days or less without appropriate requisitions from HRD (Civil Service) at the Chief's discretion based on the nature of the vacancy.

The parties agree that all promotional vacancies which exceed 30 days will be filled by either a "Temporary" or Provisional" requisition from HRD (Civil Service) in accordance with the appropriate procedures.

In accordance with Civil Service rules, and Swampscott Fire Department's Home Rule Petition of 1998, all time served by a member in a "Provisional" or "Temporary" promotional appointment, as defined by Civil Service shall have such time counted to their promotional seniority, provided there is no break in service between said "Temporary" or "Provisional" appointment to the rank.

Section 2:

Employees shall lose their contractual seniority for the following reasons:

- (2) Resignation or other voluntary termination;
- (3) Discharge for cause;
- (4) Retirement; or
- (5) Sustained absence from normal duties for a period of ninety (90) days without filing application for a leave of absence, sick leave, or other request for authorization of absence with the Chief; or, if granted a leave of absence, the employee accepts employment elsewhere other than for the Town of Swampscott without prior approval; all subject to the further provisions of Chapter 31 of the General Laws, as amended.

Section 3:

If there have been two (2) separate and broken periods of employment with the Swampscott Fire Department for any of the reasons listed above in Section 2, of this Article, then only the latest continuous period of employment will be considered in determining contractual seniority.

ARTICLE XIII

Manning Equipment

Section 1:

The Union agrees and acknowledges that the number and type of fire companies to be manned and where they are stationed remains within, and is the sole purview and authority of, the Chief of the Fire Department.

Section 2:

The Town agrees that for the three (3) month period from 0800 hours December 15th through 0800 hours March 16th, that there shall be available for emergency response at least one (1) engine having a minimum manning of one (1) officer or acting officer and three (3) firefighters and at least one (1) ladder truck having a minimum manning of one (1) officer or acting officer and three (3) firefighters. The total complement shall be at least eight (8) personnel.

Section 3:

The Town further agrees that for the nine (9) month period from 0800 hours March 16 through 0800 hours December 15, that there shall be available for emergency response one (1) engine with a minimum of one (1) officer or acting officer and three (3) firefighters and one (1) ladder with one (1) officer or acting officer and two (2) firefighters. The total complement shall be a minimum of seven (7) personnel.

Section 4:

In the event that the manning of equipment shall, for any reason, fall below the current minimum manpower or manning of the department defined above in Section 2 and 3, such shortage shall be filled by overtime work performed by other bargaining unit employees, subject, however, to the provisions set forth above in Article 1, Section 4, of this Agreement. The Chief shall have and retain the right to alter or modify the manning of equipment consistent with the requirements of Section 1 above, except that there shall, under no circumstances, be any company manned with less than three (3) personnel.

Section 5:

The provisions of Sections 2 and 3, above of this Article, however, are subject to the availability of sufficient funds provided by Town Meeting for implementation. To ensure the above, however, the Town will seek funding at each annual Town Meeting in a separate budget line item specifically identified and dedicated to funding the manning provisions. In the event of insufficient funding, the Chief shall have the right to determine manning and/or staffing reductions which in the Chief's sole judgment best and most reasonably provide the fire protection and manning coverage possible within the existing constraints, and the Union agrees that it will not grieve the funding shortfall or the Chief's decisions on manning or operations after whatever funding which has been appropriated is exhausted.

ARTICLE XIV

Holidays, Compensatory Days Off and Holiday Pay

Section 1:

Each employee who is assigned to bargaining unit work on a legal holiday listed below in Section 4 or whose normal day off falls on a legal holiday, or who is on vacation, special leave, which shall include leave to attend Union functions, swap provisions in this contract, special duty assignments, sick leave or injury leave when a holiday occurs, shall receive, at such employee's option, a compensatory tour of duty or holiday pay for each such legal holiday. The maximum number of compensatory tours allowed shall be four (4) per contract (fiscal) year.

The remaining eight (8) holidays due each employee, each holiday being listed in Section 4 below of this Article, may be swapped between bargaining unit members with the member working the swap receiving the holiday pay of the member for whom such member is working. A member working a holiday swap for a member receiving either a Clerk or Mechanic stipend, shall receive that additional stipend compensation as calculated weekly and factored into the Clerk's or Mechanic's pay. There shall be no limit to the number of holiday swaps that a member may work, and in no event shall other compensation be exchanged between bargaining unit members. The Chief or the Chief's authorized Officer/designee shall prohibit any swap which may cause the Town to incur liability under, or violate the Federal Fair Labor Standards Act ("FLSA") or other federal or state statute or regulation applicable to overtime work and pay.

Section 2:

The granting of compensatory tours off shall be administered by authorized officers of the Department designated by the Chief in such a manner so that each employee shall have, as nearly as possible, an equal opportunity to receive the compensatory tours off or such employee's choice, subject to the manpower limitations defined herein in Article 1, Section 4, and Article XIII, Section 2 and 3

Section 3:

Each employee who has accumulated unused holiday compensatory tours off, split tours of ten (10) hour days or fourteen (14) hour nights, as defined in Section 1 above of this Article, as of June 1 of each year, regardless of when such days were accumulated, shall be paid, therefore, at a rate of one-fourth ($\frac{1}{4}$) of such employee's weekly rate for each such compensatory tour.

Section 4:

For purposes of this Article, the following days shall be considered legal holidays on the date specified or on the day designated for celebration by the Commonwealth of Massachusetts as appropriate:

January 1
M.L. King's Birthday
Washington's Birthday
Patriot's Day
Memorial Day
July 4th

Labor Day
Columbus Day
November 11th
Thanksgiving Day
December 25th
Fire Fighters' Memorial Sunday

Section 5:

Holiday pay and any accrued holiday swap pay shall be paid on the first pay period in December for the five (5) holidays falling between July 1 and December 1. The Christmas holiday and Christmas holiday swap pay shall be paid in the first pay period after Christmas, and the remaining six (6) holidays and any accrued holiday swap pay shall be paid the first pay period in June. Effective July 1, 2006, the rate of compensation for each unused holiday compensatory tour shall be one-fourth ($\frac{1}{4}$) of a week's salary.

ARTICLE XV

Work Week

Section 1:

The regular workweek for bargaining unit employees shall not exceed forty-two (42) hours averaged over an eight (8) week cycle.

Section 2:

Effective July 1, 1994, there shall be two (2) tours of duty, each consisting of twenty-four (24) hours. The tours shall commence at 8:00 a.m. and end the following 8:00 a.m. The work schedule shall consist of four (4) separate work groups, who shall be on duty for twenty-four (24) hours, off duty for twenty-four (24) hours, on duty twenty-four (24) hours, followed by one hundred twenty (120) hours off duty.

Section 3:

Overtime or fill-in tours, swaps, compensatory time, holiday time, etc., shall consist of ten (10) hours from 8:00 a.m. to 6:00 p.m., and fourteen (14) hours from 6:00 p.m. to 8:00 a.m.

Each employee shall be assigned a regular work schedule as a member of a group providing however, that an assignment to a regular work schedule as a member of a group shall not be applicable to an employee assigned to night duty status. No change of an employee's regular work schedule shall be made unless one (1) week's notice is given of the new regular work schedule.

ARTICLE XVI

Overtime

Section 1:

- (a) Whenever an employee works in excess of such employee's regular forty-two (42) hour workweek, in addition to any other benefits to which such employee may be entitled, such employee shall be paid for such overtime at the hourly rate of time and one-half that which such employee receives for such employee's regularly assigned duty. Except that any bargaining unit employee who works outside of such employee's regular work schedule as provided for in Article XV and is subsequently injured in the line of duty, and is thereby absent from work due to such injury, shall still be paid at the rate of time and one-half for such employee's work performed outside such employee's regular work schedule during that week. A bargaining unit employee who is injured in the line of duty during the course of

an overtime shift and is subsequently relieved of duty day or night shall still receive overtime pay for the remainder of the shift.

(b) If a bargaining unit employee is required to return to work on a suppression shift which occurs in the Town of Swampscott, then in such event, such employee shall receive a minimum of four (4) hours pay at such employee's time and one-half (1½) rate. If any member accepts a callback and it is less than one (1) hour then the member will be paid for two (2) hours, anything over one (1) hour will be paid the four (4) hours.

(c) Overtime worked by a bargaining unit employee who is held over at the change of shifts shall be paid at the time and one-half (1 ½) rate, provided however, that a one (1) hour grace period shall be in effect, so that in the event of a fire at or about the changing of shifts, overtime will not be paid to hold over employees for that one (1) hour.

(D) Time on the Books

A bargaining unit member, in lieu of payment, may carry as time on the books, earned overtime hours up to a maximum of forty-eight (48) hours at any time, so long as the unit member notifies the Clerk of the Department in writing that the hours are to be carried on the books. All such overtime hours shall be converted back to straight time prior to being carried on the books. Time on the books may be used by the member for time off in either ten (10) hour or fourteen (14) hour blocks. Notwithstanding that the time may be used only in either ten (10) or fourteen (14) hour blocks, no accrued time on the books shall be

expunged or lost. All accrued time on the books not used by the member shall be paid out at straight time prior to any scheduled change in the member's pay rate or at the end of the fiscal year in which the hours were accrued, whichever first occurs.

Section 2:

Overtime in any engine house shall be worked rank for rank vacancy involved, i.e., officer or firefighters, except that it is agreed that employees may work out of grade at a higher rank as provided in this Agreement.

(a) As nearly as reasonably possible, overtime shall be equally and impartially distributed. Further, as nearly as reasonably possible, all extra labor details shall be offered to regular bargaining unit members before being offered to temporary, provisional or intermittent employees

(c) The Chief, or any bargaining unit employee who may be designated by the Union shall maintain an accurate daily running account of all overtime hours worked by Fire Department employees. The overtime record shall be maintained at the Central Fire Station and shall be marked with overtime hours worked for day tours, night tours, four (4) hour callbacks, and exact hours of overtime refused. All refusals shall be kept on the record and shall count the same as hours actually worked. Any failure to work when offered shall be counted as a refusal except as noted in the current overtime policy as agreed upon by the Chief of Department and the Union. Overtime, whenever reasonably possible, shall be offered to the employee with the lowest total number of hours credited by overtime category, currently designated as day, night, callback and detail.

Section 3:

Recall to duty for a fire or other emergency outside the Town of Swampscott shall be for a guaranteed minimum of four (4) hours pay at the overtime rate. If an employee is called back for less than four (4) hours duty, such employee shall be released and still receive the minimum four (4) hours overtime pay when the fire or emergency is over and the Swampscott apparatus is back in service. The Chief or officer-in-charge shall have the sole discretion to determine when the individual Swampscott apparatus is returned to the status of in-service.

Section 4:

An employee required to return to duty in a non-fire suppression capacity shall be paid such employee's overtime rate of pay for one (1) hour minimum, and at one-quarter ($\frac{1}{4}$) hour increments thereafter.

Section 5:

New hires, who immediately upon appointment to the department are assigned to attend the Massachusetts State Fire Academy, upon graduation of same, shall be eligible for overtime after thirty (30) calendar days, or working eight (8) tours of duty. A new hire, who is assigned to shift work prior to fire academy placement shall be eligible for overtime after ninety (90) calendar days.

Section 6:

The Town agrees that one (1) officer or firefighter who has successfully met the Department requirements for Accountability Officer and/or Safety Officer shall be recalled to duty, or in the alternative the Town shall utilize the Deputy Chief if the Deputy Chief is

available during the Deputy Chief's day schedule for all working fires or greater alarms in the Town of Swampscott, or as requested by the Incident Commander("IC") for the purpose of serving as Accountability Officer and /or Safety Officer at such an incident.

ARTICLE XVII

Vacations

Section 1:

Vacation leave, if requested by the employee, and approved by the Chief, will be granted during the summer rotation system, which, under normal circumstances and subject to the provisions of this Agreement, shall commence on the third (3rd) Monday in June and continue through the third (3rd) Sunday in September until each member of the bargaining unit shall be eligible to receive a minimum of four (4) tours of vacation during said summer rotation period; except, that within said summer rotation system the Chief shall have discretion in approving vacation requests so as to maintain and retain on duty a reasonably balanced work force during the period.

Section 1a: Members shall request, and vacation leave shall be granted, only if vacation leave requests are submitted in the following manner:

(a) If a member requests a ten (10) hour vacation tour, leave must be requested no later than 4pm the day before said leave is to occur.

(b) If a member requests a fourteen (14) hour night vacation tour, leave must be requested no later than 10am on the day that said leave is to occur.

Section 2:

Upon termination of employment, the terminating employee shall receive payment equal to the amount of vacation leave the employee has accrued up to the date of such termination at the employee's then current rate of pay. If termination is a result of the employee's death, such payment will be made to the estate of the employee. The vacation leave entitlement shall be determined by the employee's service as of June 30 in the contract year of such employee's termination. Vacation leave, for all purposes, shall be utilized in the contract/fiscal year following the year in which it is earned. Therefore, any terminating employee shall receive payment for all vacation leave earned for working the prior contract year, but not yet utilized as of the date of termination, in addition to the pro rata share of vacation leave such employee would have earned based on the number of months of employment during the year of termination.

Section 3:

Employees shall be granted vacation leave without loss of pay or benefits. Vacation leave shall be computed in the following manner based upon the employee's service on June 30 of the current vacation contract/fiscal year:

New Hires:

An employee of the fire department who is hired between July 1 and December 31st, upon completion of three (3) months service, a vacation of four (4) tours shall be granted to the employee. An employee of the fire department who is hired between January 1st and June 30th, upon completion of three (3) months service a vacation of two (2) tours shall be granted to the employee. Regardless when an

employee was hired during his/her first year, the employee shall be eligible for vacation for the next vacation period of July to June.

(a) One year of service but less than five years of service a vacation of four (4) tours.

(b) Five years for service but less than ten years of service a vacation of six (6) tours.

(c) Ten years of service but less than fifteen years of service, a vacation of eight (8) tours.

(d) Fifteen years of service but less than twenty years, a vacation of ten (10) tours

In order to eliminate section e, town agrees to a the following one-time signing bonus to be paid with the first payroll period in July 2018 based on length of service:

0-9 years as of 6/30/2019	\$750.00 dollars;
10-20 years as of 6/30/2019	\$2500 dollars;
20+ years as of 6/30/2019	\$4000 dollars.

3A.

Employees hired after July 1, 2018 shall accumulate vacation time in accordance with this section and Section 3 above shall not apply to such employees, but all other provisions of this Article not inconsistent with this section shall continue in force.

Employees shall be granted vacation leave without loss of pay or benefits. Vacation leave shall be computed in the following manner:

Upon completion of three months' service, employees shall accrue vacation time as follows:

- a. Three month's service through the end of the employees first fiscal year, employees shall accrue eight (8.0) hours vacation time for each additional month of completed service in the employee's first fiscal year, which is the equivalent of a maximum of three (3) tours of duty in the first fiscal year;
- b. From July 1st of the fiscal year following the members' hire date, and up to five years of service, employees shall accrue eight (8.0) hours vacation time for each month of completed service, which equals four (4) tours of duty;
- c. Five years of service but less than ten years of service, employees shall accrue twelve (12.0) hours of vacation time for each month of completed service, which equals six (6) tours of duty;
- d. Ten years of service but less than fifteen years of service, employees shall accrue sixteen (16) hours of vacation time for each month of completed service, which equals eight (8.0) tours of duty;
- e. Fifteen or more years of service, employees shall accrue twenty (20.0) hours vacation time for each month of completed service, which equals ten (10.0) tours of duty;

Except as provided in this policy, vacation leave for eligible employees will accrue monthly, beginning with the first day of the Town's fiscal year.

Employees will be permitted to use vacation leave anticipated to accrue in each fiscal year, but not yet earned for that fiscal year. However, employees who terminate their employment with the Town during that fiscal year will be required to reimburse the town for any vacation days used but unearned as of the date of resignation, retirement or termination and said amount may be deducted or offset from their buyback and/or final paycheck.

All fire department employees shall be granted the next benefit level on their anniversary date.

Section 4:

Subject to the provisions of Section 6 below of this Article, such vacation leave shall be granted only if the employee has been employed for thirty (30) weeks in the aggregate during the twelve (12) months preceding July 1 of such employee's first twelve (12) months of service.

Section 5:

For the purpose of this Article, an employee who transfers from a department of the Town to the Fire Department shall carry with such employee vacation leave accumulated according to such employee's number of years of unbroken service in the employ of the Town, and, as a result of said transfer, such employee shall suffer no break in accumulated Town employment for purposes of vacation leave. The intent of this Section 5 is to allow a Town employee from another department or bargaining unit who transfers into the Fire Department to carry such employee's service time for the purposes of calculating contractual

vacation time. This Section 5 prohibits an employee from carrying such employee's current accrued vacation leave entitlement earned in the other department(s) that was to be used in the current contract/fiscal year.

Section 6:

An employee, who is reinstated or reemployed, shall be credited with previously earned and accumulated vacation leave as a result of employment by the Town of Swampscott when such reinstatement or reemployment occurs within three (3) years of such employee's previous employment by the Town of Swampscott.

Section 7:

An employee may request, and the Chief may grant that holiday leave to which an employee is entitled at the time of such employee's vacation may be applied and used by the employee to extend such employee's vacation. Such leave may be taken as either a day tour, ten (10) hours extension, or night tour, fourteen (14) hours extension, but either shall count as a full holiday.

Section 8:

Vacation leaves may be suspended in case of an emergency arising within the Fire Department. Any vacation time off which is canceled under this section will be granted as soon as practicable thereafter.

Section 9:

Subject to the provisions of this Article, each employee shall be eligible to receive such employee's scheduled vacation annually regardless of group transfer(s),

Section 10:

An employee with more than eight (8) tours of annual vacation leave shall, on July 1st of each year, identify to the Chief for planning purposes only, the anticipated dates of at least eight (8) vacation shifts. A shift is considered either a ten (10) hour day shift or a fourteen (14) hour night shift. Nothing contained herein shall be construed to give the Chief the authority to approve, disapprove or deny the identified vacation shifts, or to prevent an employee from changing the vacation shifts. All such vacation shifts are to be at the discretion of the employee. Fire Department employees shall be eligible to choose ninth (9th) and subsequent vacation tours at any time during the year. Further, Fire Department Officers shall choose ninth (9th) and subsequent vacation tours independently of those chosen by Fire Department Privates.

Section 11: Vacation Buy-Back

An employee who has a fourth (4th) and/or fifth (5th) week of vacation may notify the Town of such employee's intention to receive one (1) week of base salary for each week bought back by the Town in lieu of such employee taking vacation leave. Notification to the Fire Chief of such intention shall be made by May 15 of each year, and payment shall be made in the first pay period in June. Only whole weeks of vacation leave, 48 hours of leave may be redeemed.

Section 12: An employee who has not used all of such employee's vacation leave within any given year, shall be entitled to carryover a maximum of two (2) weeks of unused vacation leave into the following year, provided, however, that the two (2) weeks carried over must be taken by such employee or member on or before December 15th of the following year, provided however, if an employee or member at the end of any given year has remaining less than ten (10) hours of vacation leave, then in such event, such an employee or member shall not be permitted to carry over such hours, but instead such employee or member shall be paid for such hours less than ten (10), at such employee's or member's straight time hourly rate of pay. The vacation leave carried over shall not diminish or in any way affect the calculation of the vacation leave to which the employee or member is entitled for the year in which the carryover vacation leave is exercised.

ARTICLE XVIII

Transfers, Job Posting and Bidding

Section 1:

When a vacancy occurs in a bargaining unit position, the vacancy will be posted on a bulletin board in a conspicuous place, in a notice containing the grade and a brief description of the duties. The notice shall remain posted for a period of five (5) normal working days, not including the day of posting. The Union will be notified of the vacancy, in writing, prior to the aforesaid posting period.

Employees who hold the same classification or rank or who work in the station where the vacancy occurs including the most senior employee may apply for the vacant position

throughout the five (5) day posting period. Applicants for the vacant position will be considered qualified for the vacancy on the basis of seniority, background, training, past record, experience, proven ability, scheduling availability and work force balance. The Chief shall retain the sole discretion to reasonably determine the relative qualification of applicants, and in no event shall the exercise of the Chief's discretion in the selection of an applicant be considered a grievance within the meaning of Article V, Section 1 and 4 of this Agreement.

Section 2:

Within five (5) normal working days after the last day of the posting period, the Chief will award the position to the senior qualified applicant.

Section 3:

Bargaining unit employees of the same classification or rank, and of proven ability to do the work satisfactorily, may request in writing, transfers by mutual agreement stating therein both parties involved and the reasons for the requests. If such request is reasonable and consistent with the scheduling of work and the maintenance of a well-balanced fire fighting force, such request may be granted and transfers allowed.

Section 4:

The Town agrees not to schedule the transfer of any bargaining unit member which would require that bargaining unit member to work forty-eight (48) consecutive hours.

ARTICLE XIX

House Duties

Section 1:

Employees shall not be required to do plumbing, painting, or electrical work, or perform major carpentry work in connection with the maintenance of the Fire Department building; however, employees shall continue to do outside painting, i.e. fire alarm boxes, hydrant markers, etc., as before. Bargaining unit employees are expected to perform normal house cleaning and grounds keeping duties consistent with the required general maintenance and proper appearances of the Fire Department buildings.

Section 2:

Except in emergency situations, hose maintenance shall not be performed after ten (10:00) p.m.

Section 3:

Duty watches shall be of two (2) hour duration from 6:30 a.m. to 10:00p.m.

Section 4:

The Officer-In-Charge at each firehouse shall apportion all work among subordinates as equitably as practicable consistent with the proper operation of the firehouse.

ARTICLE XX

Clothing, Uniforms and Protective Equipment

Section 1:

The Town agrees to provide efficient and safe equipment and material to protect the health and safety of employees. Employees must keep and maintain clothing and uniforms in reasonable condition of repair, shall not use Town property issued under this Article for their personal use, and shall use said clothing and equipment provided by the Town in a careful manner.

Section 2:

The Town agrees to furnish the following clothing and protective equipment and shall reissue as soon as practicable similar clothing or protective equipment when, upon inspection, such clothing or protective equipment is found to be sufficiently worn (so as to justify replacement) destroyed or mutilated, and upon surrender by the employee of said clothing or equipment:

Firefighters

Boots-one (1) pair short (bunker gear style) and one (1) pair thigh high; NFPA approved leather helmet; helmet front shield; one (1) set NFPA approved bunker gear (one NFPA coat and one NFPA pant); suspenders; Nomex hood; one (1) pair work gloves; one (1) pair mittens; , two (2) summer weight work shirts (short sleeve no pocket polo shirt); two class B winter weight shirts; two (2) pair work pants; one (1) dress uniform cap, one (1) cap badge; one (1) breast badge; one (1) dress uniform blouse; one (1) pair dress uniform pants; one (1) dress uniform overcoat (trench coat style with removable liner); one (1) black tie; dress uniform shirts- two (2) (one long sleeve and one short sleeve) one (1) Eye Shield; shoulder patches, one (1) pair white gloves and one (1) pair uniform shoes.

New recruits shall be issued two (2) additional sets of work clothes (two shirts of the season and two work pants) and one class B shirt of the season prior to the start of attendance at the Massachusetts State Fire Academy.

Officers

Boots-one pair short (bunker gear style); one pair thigh high; NFPA approved leather helmet; helmet front shield designating rank; one set of NFPA approved bunker gear (one NFPA coat and one NFPA pant); suspenders; Nomex hood; one (1) pair work gloves; one (1) pair winter mittens; one (1) white dress uniform cap; one (1) dress uniform blouse; one (1) pair dress uniform pants; dress uniform overcoat (trench coat style with removable liner); one (1) black tie;-one (1) cap badge; one (1) breast badge; lapel pins, two (2) to designate rank; one (1) white long sleeve dress uniform shirt; one (1) white short sleeve dress uniform shirt; two (2) pair of work pants; two (2) summer weight work shirts designating rank; two (2) winter weight work shirts designating rank; one (1) pair white gloves and one (1) Eye Shield; shoulder patches and one (1) pair uniform shoes.

- All required uniforms and/or equipment shall be acquired and issued by the Chief and/or the Chief's designee while the employee is on duty as reasonably as possible.
- All uniforms required of employees in the performance of their duties shall be furnished without cost to the employee by the Town and maintained in a good and safe condition. All uniforms and work clothes furnished by the Town shall be American or Canadian made, and Union made whenever possible.

The winter work uniform period shall be from November 1 through April 30, and the summer work uniform period shall be from May 1 to October 31. Fire Department employees may wear short uniform pants during the summer uniform work period so long as they remain inside the station. A Fire Department employee shall wear long pants if they are on duty and outside the station. An employee desiring to purchase and wear short uniform pants during the summer work period shall utilize the clothing allowance money as set forth in Section 3 of this Article XX for purchasing shorts.

Section 3:

Effective July 1, each employee in the bargaining unit shall receive an annual clothing allowance of Six Hundred Dollars (\$600.00). The Six Hundred Dollar (\$600.00) clothing allowance shall be paid during the first pay period in July of each contract/fiscal year in one lump sum payment ags additional wages, subject to state and federal taxes. An employee shall not be required to submit receipts to support a clothing allowance expenditure. Nothing

herein shall impact an employee's responsibility for keeping such receipts for individual federal and state tax filing purposes.

Effective 7-1-2020 (year three) Six Hundred Dollar (\$600.00) clothing allowance added to base salary tables prior to cola being calculated.

Section 4:

The Union agrees to supply sufficient additional beds, acceptable to the Town, so as to allow the availability of a separate and individual bed for each employee of the bargaining unit. When the Union supplies, delivers, and sets up such number of additional beds as is required, then the Town agrees to supply and maintain for each such additional bedding as follows:

One (1) new pillow; one (1) set of sheets (flat/fitted combo); one (1) pillowcase; and one (1) blanket.

Each article of bedding set forth in this Section 4 shall be reissued as soon as practicable, when, upon inspection, such bedding is found to be sufficiently worn, destroyed or mutilated so as to require replacement and/or upon surrender by the employee of said bedding.

Section 5:

In order that employees are properly insured while driving any vehicle belonging to the Town of Swampscott, each employee while driving a Town vehicle shall be covered by a motor vehicle personal liability policy paid for by the Town. See attached "Declarations-Massachusetts Business Auto Coverage Form."

Section 6:

A temporary employee of the Fire Department shall be required to pass a general physical examination prior to assuming any job duties. The physical examination shall be at the expense of the Town.

ARTICLE XXI

Swapping of Duty and Early Relief

Section 1:

A bargaining unit employee may trade duty hours only for matters of an emergency nature or of sufficient personal importance provided:

- (a) Such substitution does not impose any additional cost on the Town.
- (b) Such substitution is within classification.
- (c) The Officer in Charge of one of the platoons in the engine house is notified in writing on an appropriate form not less than three (3) days prior to its becoming effective, except in the case of an emergency, notification which may be made by telephone.
- (d) The Chief of the Department shall be notified by the Officer in Charge of the platoon as soon as is practicable of the substitution to take place.
- (e) The Town is not held responsible for enforcing any agreements made between employees.
- (f) Each Fire Department employee shall be allowed three (3) free swaps a year for which such employee shall have no obligation to furnish a reason or explanation for the swap time request

Section 2:

A bargaining unit employee shall be permitted to leave work one-half (1/2) hour early provided such employee is properly relieved by such employee's scheduled replacement on the oncoming shift and the Officer in Charge is immediately informed before the relieved employee departs, and approves of such early relief.

ARTICLE XXII

Sick Leave, Military Leave, Bereavement Leave, Maternity Leave and Additional Injury Leave

Section 1: Sick Leave

- (a) Sick leave shall be credited at the rate of two-thirds (2/3) of a day per month of sustained and continuous employment for the Town of Swampscott (eight days per year).
- (b) Each employee shall be entitled as a matter of right, to the existing sick leave benefits, death in family pay, and pay for reserve service in the armed forces as defined.
- (c) Employees must notify the Fire Chief in writing of their intent to retire no later than February 1st prior to the fiscal year in which such employee actually retires. Failure to notify the Fire Chief as provided above will result in payout of any sick leave buy-back to be paid at the time of retirement to be delayed until July 15th of the fiscal year following the fiscal year in which the employee retires. Each employee, upon retirement from Town service under the

provision of the Retirement System for Public Employees, shall be entitled to payment of an amount equal to such employee's daily rate of pay, using the new formula of two-fifths (2/5) of a week's pay at a buy-back rate of twenty (20.0%) percent of such employee's accumulated sick leave. Effective June 30, 2006, a weeks pay for this section 1 shall be defined as one fifty-second (1/52nd) of all compensation utilized and eligible for an employee's retirement calculation. Currently this includes salary, night differential, weekend differential, longevity, holiday pay and education compensation. Each of these shall be calculated to the weekly equivalent for the purpose of computing the sick leave buyback at the time of an employee's retirement.

(d) In case of an employee's death while in the service, the same calculation as set forth in Section 1 (c) of this Article XXII will be utilized and will be paid to the employee's estate or that person shown to be the beneficiary under the employee's Group Insurance.

Section 2: Sick Leave

1. Whenever a member has been absent from the Department due to sick leave, (absent from duty), a form shall be filled out in accordance with established regulations.
2. An employee who is absent due to sick leave for three (3) consecutive work shifts and placed on/or utilizing sick leave shall provide the Chief of

Department with medical documentation for such absence. Said medical documentation shall be limited to the results and all tests/examinations related to the injury or illness causing such employee's absence.

3. When an employee has been out on sick leave for a minimum of fourteen (14) calendar days, whether on regular sick leave or paid family Medical Leave, such employee may, at the discretion of the Town, be subject to an examination by a Town appointed physician, at the Town's expense, to render an opinion limited to whether the specific medical reason underlying the employee's absence has sufficiently resolved so that the employee is capable of returning to duty in such employee's position. The scope of such examination will be limited to the specific body part injured or the specific illness for which such employee was placed on/or utilizing sick leave or paid Family Medical Leave, and whether such injury or illness prevents the employee from performing the essential duties for the position to which the employee was assigned just prior to the employee's absence. Under this provision, the Town shall not appoint a physician who is employed by the town on a regular basis.
4. If the Chief of the Department has reason to believe that sick leave is being abused or used excessively, the Chief may call a formal conference with the employee in question, and at the employee's option, a Union representative. For the purpose of this provision, abused use of sick leave/excessive use of sick leave is defined as:

- A. The use of four (4) or more twenty-four (24) hour sick leave tours in a calendar month that are medically undocumented.
 - B. The use of eight (8) or more twenty-four (24) hour sick leave tours in a calendar year that are medically undocumented.
5. The Fire Prevention Officer and Deputy Chief shall be allowed five (5) consecutive working days of sick leave absence before a physician's certificate is required (Personnel Board By-Laws Section 9-E7), and at such time that the Chief deems such certificate is necessary.
 6. An employee incapacitated for duty because of injury sustained in the performance of such employee's duty shall not be required to utilize sick leave. Such employee shall be marked injured and shall receive such employee's regular compensation in accordance with Chapter 41, Section 111F, of the Massachusetts General Laws.
 7. An employee suffering from alcoholism or drug addiction shall be eligible for sick leave, provided such employee provides the Fire Chief with documentation from a physician regarding the existing problem, and that such an employee is participating in an approved rehabilitation program and complying with its requirements.
 8. **Sickness in the Family-** An employee may use three (3) sick leave tours for the purpose of "sickness/illness in the family" in a contract year. Any need for extended sick leave beyond the specified amount must be pre-approved by the Chief.

Section 2A.

- A Whenever an employee calls in sick on any day at 12:00 pm or thereafter while on a vacation day, on a personal day, on a compensatory tour off, or on a holiday, the employee shall be charged with twenty-four (24) hours of sick leave, provided however, that at the Fire Chief's sole discretion, the employee's vacation day, personal day, compensatory tour off or holiday may be reinstated.
- B. Whenever an employee calls in sick on any day before 12:00 pm while on a vacation day, on a personal day, on a compensatory tour off, or on a holiday, the employee shall be charged with twenty-four (24) hours of sick leave, provided, however, that the employee's vacation day, personal day, compensatory tour off or holiday shall be reinstated.

Section 3: Military Leave:

The Town of Swampscott will comply with all state and federal laws applicable to military leave.

Section 4: Bereavement Leave:

Bereavement Leave: Employees shall be granted leave of absence without loss of pay or benefits in the event of death in the immediate family. Such leave shall extend from the time the employee receives notification of the death to the first working tour following the day of the funeral or memorial service, not to exceed a period of two (2) tours. Notice of need for bereavement leave should be made to the Chief of Department or the Chief's designee as soon as practicable. "Immediate family" shall consist of father, mother, brother, sister, spouse, child, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent

and grandchild. In the event of the funeral or memorial service of an aunt, uncle, niece, nephew, son-in-law, daughter-in-law, step-child or step-parent, the employee shall be granted one (1) tour leave with pay to attend the funeral or memorial service.

Section 5: Maternity Leave:

Maternity Leave: The Town of Swampscott grants maternity leave in accordance with the provisions of M.G.L Chapter 149, Section 105D. These rights exist concurrently with FMLA (Family Medical Leave Act) rights and not in addition to leave under FMLA.

Female employees are entitled to use any accrued vacation, sick, personal and compensatory time during this period which shall count towards the twelve (12) weeks of maternity leave. Leave requests must be approved in writing by the Chief of the Department and the Town Administrator.

Section 6: Injury Leave Examinations

In any circumstance where a question as to injury arises, and an employee absent from duty reports a line of duty injury for which such employee claims payment pursuant to M.G.L., c.41, s111F, the employee may be required by the Town Administrator or the Town Administrator's designee, to submit a doctor's certificate from such employee's treating physician documenting such injury before the employee is entitled to be placed on injury leave status. The Town Administrator or the Town Administrator's designee may require an employee on injury leave status to submit to an examination by a physician of the Town's choosing at Town expense to determine continuing eligibility for payment.

ARTICLE XXIII

Fire Watch Duty

Section 1:

Whenever any private person or organization is required to or shall seek the services of employees of the Fire Department for fire watch duty, such work shall be rotated by the Chief among those employees who volunteer for such work during their off-duty hours. The rate of pay for this work shall be equivalent to the highest current hourly overtime rate paid to the Captains, plus an additional \$2.50 per hour for the Town for firefighters and Officers with a minimum of four (4) hours per person per appointment. Additional hours beyond the four (4) hour minimum shall be paid in two (2) hour increments thereafter. Company strength shall not be reduced to provide fire watch services for any private persons, entity, or organization.

ARTICLE XXIV

Leave of Absence Without Pay

Section 1:

Upon written request of a bargaining unit employee submitted a reasonable time prior to the effective date contained in said request, a bargaining unit employee may be granted a leave of absence without pay in accordance with Civil Service provisions. Such leave shall not be unreasonably denied. Upon expiration of an approved leave of absence or any extension thereof, or earlier if so requested by said employee, said employee shall be reinstated in the classification or rank held at the time the leave was granted. If there is a replacement hiring for the term of the approved leave of absence, then, if early return is requested, upon approval of the Chief, it shall be granted.

Leave without pay taken under the Family and Medical Leave Act, shall be granted in accordance with the law.

ARTICLE XXV

Job Classification and Pay Scales

Section 1:

A bargaining unit employee shall not be eligible for consideration for advancement to the next higher step until such time as the employee is receiving the maximum rate for such position after serving one (1) year at a minimum (Step 1), and one (1) year in each intermediate step until reaching a maximum rate after completion of the second third (3rd) year (Step 4), as defined in the Classification and Pay Scales listed below; except, however, that the Town reserves the right for special reasons and in exceptional circumstances to hire an employee at higher than the minimum rate for a position or other reasonable variations in the Job Classification and Pay Scales where the Town deems the proper functioning and the best interests of the Town are served thereby.

Section 2:

Promotions from minimum to maximum salaries shall be successive steps annually; except, however, that salary increases of any kind are not automatic. No employee shall be advanced to Step 2 without first completing the Massachusetts Fire Fighting Academy recruit training, except as otherwise provided for in Article XXXIII, section 4 thereof. Salary increases are granted by the Town acting on the recommendation of the Chief, after lawful discussion and consideration of the Union's requests, only where there has been a continuation of a high standard of work or a demonstrated improvement of efficiency in

service. The Town reserves the right, subject to the provisions of law and subject further to the provisions of this Agreement, to withhold increments from an employee doing unsatisfactory work.

Section 3:

An employee promoted or reclassified to a higher rated position or grade shall enter it at the minimum rate (or step) for the appropriate compensation grade; except, however, that if such employee's existing rate is the same or higher than the minimum rate for the higher rated position, such employee shall be moved to the next higher step above such employee's present salary.

Section 4:

The Salary for each employee in the bargaining unit shall be determined pursuant to the following provisions of this section. The following is the Job Classification and Pay Scales for the employees in the bargaining unit, effective July 1, 2018 through June 30, 2020.

Effective July 1, 2018-a 2% SALARY ADJUSTMENT:

	<u>Step 1</u>			
Probationary Firefighter	\$49,168.00			
Probationary Firefighter/EMT	\$50,824.00			
	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Firefighter	\$51,504.00	\$54,577.00	\$57,643.00	\$60,033.00
Firefighter/EMT	\$53,237.00	\$56,309.00	\$59,372.00	\$61,763.00
Lieutenant				\$68,135.00
Lieutenant/EMT				\$70,100.00

Captain	\$77,334.00
Captain/EMT	\$79,565.00
Deputy Chief	\$87,775.00
Deputy Chief/EMT	\$90,303.00
Clerk	\$ 6,649.00
Mechanic	\$ 6,649.00
<u>Training Assistants-(2) @ 1/2 stipend</u>	
EMS Training Assistant to the Deputy	\$ 3,324.00
Training Assistant to the Deputy	\$ 3,324.00
Fire Investigators (up to three)-1/5 th stipend	\$ 1,330.00
Backup Clerk-1/5 th stipend	\$ 1,330.00

Effective July 1, 2019-a 2% SALARY ADJUSTMENT:

	<u>Step 1</u>			
Probationary Firefighter	\$50,151.00			
Probationary Firefighter/EMT	\$51,840.00			
	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Firefighter	\$52,534.00	\$55,669.00	\$58,796.00	\$61,234.00
Firefighter/EMT	\$54,301.00	\$57,435.00	\$60,560.00	\$62,998.00
Lieutenant				\$69,498.00
Lieutenant/EMT				\$71,502.00
Captain				\$78,881.00
Captain/EMT				\$81,157.00

Deputy Chief	\$89,531.00
Deputy Chief/EMT	\$92,109.00
Clerk	\$ 6,782.00
Mechanic	\$ 6,782.00
<u>Training Assistants-(2) @ 1/2 stipend</u>	
EMS Training Assistant to the Deputy	\$ 3,391.00
Training Assistant to the Deputy	\$ 3,391.00
Fire Investigators (up to three)-1/5 th stipend	\$ 1,356.00
Backup Clerk 1/5 th stipend	\$ 1,356.00

Effective July 1, 2020-\$600 clothing allowance inserted into base and then a 2% SALARY ADJUSTMENT:

	<u>Step 1</u>			
Probationary Firefighter	\$51,766.00			
Probationary Firefighter/EMT	\$ 53,489.00			
	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Firefighter	\$54,197.00	\$57,394.00	\$60,584.00	\$63,071.00
Firefighter/EMT	\$55,999.00	\$59,196.00	\$62,383.00	\$64,870.00
Lieutenant				\$71,585.00
Lieutenant/EMT				\$73,627.00
Captain				\$81,249.00

Captain/EMT	\$83,567.00
Deputy Chief	\$92,217.00
Deputy Chief/EMT	\$94,848.00
Clerk	\$ 6,918.00
Mechanic	\$ 6,918.00

Training Assistants- (2) @ 1/2 stipend

EMS Training Assistant to the Deputy	\$ 3,459.00
Training Assistant to the Deputy	\$ 3,459.00
Fire Investigators (up to three)-1/5 th stipend	\$ 1,384.00
Backup Clerk 1/5 th stipend	\$ 1,384.00

NOTE: There shall be thirteen and one-half percent (13.5%) differential in salary between the ranks of Fire Fighter and Lieutenant and thirteen and one-half percent (13.5%) between the ranks of Lieutenant and Captain. (Shown above in pay scales). As of July 1, 2007, there shall be created the job classification of Deputy Chief which the position shall assume the duties theretofore performed by the TOPS Officer and the Fire Prevention Officer, which position, once created and filled, shall take the place of and eliminate the positions of TOPS Officer and Fire Prevention Officer. There shall be a thirteen and one half (13½ %) percent differential in salary between the rank of Captain and the rank of Deputy Chief. The Deputy shall not be considered part of the fire suppression force, nor shall he/she conduct fire suppression work. It is understood that this position is a Union position. It is the Town's intent to vacate one (1) Captain's position and one (1) Lieutenant's position at the time the Deputy Chief's position is filled.

All benefits derived from the calculation of a weeks pay or any portion thereof, shall be based

pay period appears, the annual salary shall be divided by fifty-three (53) to calculate a week's pay, but all benefits derived shall be on the annual salary divided by fifty-two (52) not fifty three (53).

Section 5: Longevity

A longevity plan shall be applied, and paid annually as follows:

	7-1-18	7-1-19
Upon completing five (5) years of service	\$500.00	\$750.00
Upon completing ten (10) years of service	\$1000.00	\$1500.00
Upon completing fifteen (15) years of service	\$1500.00	\$2000.00
Upon completing twenty (20) years of service	\$2000.00	\$2500.00
Upon completing twenty-five (25) years of service	\$3000.00	\$3500.00

Section 6: Weekend Differential

All members of the bargaining unit covered by this Agreement shall receive the sum of five percent (5%) of their gross base salary, lump sum, payable the first pay period in January of each contract year in recognition of services performed on weekend duty for the prior contract/fiscal year.

Section 7: Night Differential

An employee of the bargaining unit covered by this Agreement shall receive the lump sum of ~~three percent (3%)~~ four percent (4%) of such employee's base salary as a night differential. Effective July 1, 2018 an increase of 1%, raising the night differential to five percent (5%). This night differential shall be paid the second pay period in June of each contract year for services performed during the entire contract/fiscal year.

Section 8: College Incentive

A fire career incentive as set forth below shall be added to the base salary for a firefighter who qualifies as follows:

Thirty (30) college credits in a matriculated program in fire science	\$200.00
An Associate Degree or sixty (60) college credits in a matriculated program in fire science	\$400.00
A.B.A. Degree or one hundred twenty (120) college credits in a matriculated program in fire science	\$600.00

In order to qualify for the college incentive, a firefighter or Officer must present a certified copy of their college transcript and, if applicable, their degree to the Fire Chief, who shall verify the information presented. Upon verification of the necessary information by the Fire Chief, the firefighter or Officer will be notified, in writing, the effective date and amount of the incentive. Any change to an incentive request shall follow the same procedures.

Section 9: Fire Department Reserves

- (a) The Firefighter shall be placed in the next higher step on the date that such Firefighter's regular, plus reserve services, reach one (1) year.
- (b) A Reserve in the Fire Department shall be given credit for service prior to appointment. One (1) year of service is defined, for the purposes of this Agreement, as two hundred sixty (260) days of service for which pay was received. A Reserve with one (1) year of service shall start at Step Two (2), and a Reserve with two (2) years of service shall start at Step Three (3) etc., when appointed as

a regular (permanent appointment). In the event there are extra days of reserve service for which credit is not so received, the anniversary date of the regular services shall be advanced one (1) week for every five (5) days of reserve time for which pay was received.

(c) Service as a Reserve in the Fire Department shall be considered as continuous employment for the purpose of computing vacation time.

ARTICLE XXVI

General Provisions

Section 1:

The Union shall be permitted to meet at the Headquarters Building of the Swampscott Fire Department on the second Tuesday of each month.

Section 2:

Upon twenty-four (24) hours request and prior approval of the Chief, the Union shall be permitted to meet at the Headquarters Building of the Fire Department.

Section 3:

The Union acknowledges that the Town of Swampscott in accordance with M.G.L. c. 320, §19, has joined and become a member of the Massachusetts Government Insurance Commission ("GIC"). The Town and the Union shall be bound by the terms and conditions set forth in the Memorandum Agreement pursuant to G.L. c. 32B §19 as amended in 2007, between the Town of Swampscott and the Town of Swampscott Public Employee Committee dated 11/26/2008.

Section 4:

The Town shall make available to those Town employees who are interested, an increased amount of life insurance up to \$15,000.00 at the Town's group rate. The cost of this additional life insurance is to be assumed entirely by such employee electing to receive it.

Section 5:

Members hired prior to 7-1-2018 shall continue to receive forty-eight (48) hours of personal leave for each contract/fiscal year with prior notice and approval of the Chief as was provided in the prior contract. Members hired on or after 7-1-2018, with less than 5 years of service shall receive twenty-four (24) hours of personal leave for such contract/fiscal year with prior notice and approval of the Chief. Members hired on or after 7-1-2018 on the anniversary of their 5th year of service shall receive forty-eight (48) hours of personal leave for each contract/fiscal year with prior notice and approval of the Chief. Tours of personal leave are not to be cumulative from contract year to contract year. Tours may be taken as a ten (10) hour and a fourteen (14) hour split with no refund of unused hours if the employee elects to take, for example two (2) ten (10) hour days:-

Section 6:

Effective July 1, 1994, if any employee uses no sick leave during the first six (6) months of the contract year (7/1/1994 thru 12/31/1994), such employee may buy-back two (2) sick leave tours at two-fifths (2/5) of a week's pay each. If an employee has used only one (1) sick leave tour during the same period, such employee may buy back one (1) sick

leave tour at two-fifths (2/5) of a week's pay. A Bargaining Unit employee hired after 7/1/03 shall be prohibited from selling back sick leave for the first three (3) years of employment. Such employee shall be eligible the first semi-annual date following such employee's 3rd anniversary. This plan shall continue for each successive six (6) month period of this Agreement but shall only continue into the next successor Agreement at the Town's sole option. Should the Town elect to terminate this section, then the parties shall revert back to the prior contract language at Article XXVI Section 6, except that a tour shall be either a ten (10) or fourteen (14) hour split. Effective July 1, 2005, a week's pay for this section as referenced above shall be defined as one fifty-second (1/52nd) of all compensation eligible for the calculation of an employee's retirement. Currently this includes salary, night differential, weekend differential, longevity, holiday pay and education compensation. Each of these will be calculated to the weekly equivalent for computing the semi-annual sick leave buyback.

Section 6A:

Effective July 1, 2019, Semi-annual sick leave buyback of sick leave shall only be governed by this section and Section 6 shall no longer govern semi-annual sick leave buyback. A bargaining unit employee shall be prohibited from selling back sick leave for the first five (5) years of employment. Such employee shall be eligible the first semi-annual date following such employee's 5th anniversary. Semi-annual sick leave shall be paid on the first payroll check produced after July 15th and January 15th of each year. Members may buy back sick leave from the Town, in equal semi-annual installments, under this section at a rate of 1/2 their total regular base pay, which shall include base salary, night differential, weekend differential, longevity, holiday pay, stipends and educational compensation. Each of these will

be calculated to the weekly equivalent for computing the semi-annual sick leave buy back. Members with more than five (5) years employment and less than twenty (20) years of employment may buy back up to two (2) sick days per year. Members with more than twenty (20) years of employment may buy back up to four (4) sick days per year. Members with more than twenty-five (25) years of employment may buy back up to eight (8) sick days per year. Members with more than thirty (30) years of employment may buy back up to ten (10) sick days per year. The Chief must be notified in writing no later than February 1st preceding the beginning of each fiscal year in which the member chooses to exercise the option to buy back sick leave or the member forfeits the option to buyback sick leave during that fiscal year.

Section 7:

The Town shall follow MGL Chapter 149, section 52C (as amended) in honoring requests, pursuant to this section.

Section 8:

An employee will be paid on a weekly payroll based on annual pay scales. The purpose of this position is to clarify the so-called calendar creeper which creates a fifty-third (53rd) pay period every seventh (7th) year. It is agreed between the Town and the Union that the Town will pay the annual salary in fifty-two (52) pay periods, except when the fiscal year includes fifty-three (53) pay periods, in which event, the Town will pay the annual salary in fifty-three (53) such pay periods. All benefits derived from the calculation of a week's pay or any portion thereof, shall be based on the annual salary divided by fifty-two (52). In any fiscal year in which a fifty third (53rd) pay period appears, the annual salary shall be divided

by fifty-three (53) to calculate a week's pay, but all benefits derived shall be on the annual salary divided by fifty-two (52), not fifty-three (53).

Section 9:

Bargaining unit employees shall be granted leave from duty with no loss of pay for the time spent taking promotional examinations for position(s) within the Department. This leave is granted only for the day(s) the examination(s) is/are given.

ARTICLE XXVII

Separability and Savings

Section 1:

If any Article, Section or Paragraph or parts of this Agreement, or any Rider thereto should be held to be invalid by operation of law or by any agency or tribunal of competent jurisdiction, or if the compliance with or enforcement of any Article, Section or Paragraph should be restrained by such agency or tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Rider thereto, or the application of such Article, Section or Paragraph to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article, Section or Paragraph, or portion is held invalid or enforcement of or compliance with, which has been restrained as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations upon request of

either party for the purpose of arriving at a mutually satisfactory replacement for such Article, Section, or Paragraph or Portion during the period of invalidity or restraint.

Section 2:

It is agreed by the parties to this Agreement that nothing herein shall alter, modify or amend the authority, duties, and responsibilities of bargaining unit employees as described in the Rules and Regulations of the Swampscott Fire Department (February 15, 1977) which is hereby reserved and which shall remain in full force and effect under this Agreement except as altered, modified, or amended by the terms and provisions of this Agreement. The Chief of Department, in consultation with the officers, may alter, modify or amend the Rules, Regulations, Policies and Procedures of the fire department. The union shall have up to thirty (30) days to review and propose amendment/changes and discuss with the Chief changes he/she wants to make.

Section 3:

All job benefits heretofore enjoyed by employees which are not specifically provided for or abridged in this contract are hereby protected by this contract. This Agreement shall not be construed to deprive employees of any benefits, protections, or working conditions now or hereinafter granted or prescribed by the Laws of the Commonwealth.

ARTICLE XXVIII

Vaccinations

The Town will make available Hepatitis vaccinations to all employees who request the same. Employees who have access to health insurance coverage either through their own plan or that of a spouse for such vaccinations will agree to utilize said health coverage otherwise, the vaccinations or any non-reimbursed portion (if partially paid by health insurance coverage) will be at Town expense. Vaccinations will be renewed as medically necessary for those requesting continued coverage.

ARTICLE XXIX

Training Benefit (Effective July 1, 1994)

There shall be a dedicated training benefit in the amount of Fifteen Thousand Dollars (\$15,000.00) per year for the specific purpose of enabling Fire Department members to participate in specialized training and education related to all Fire Department operations. A committee made up of the Chief and Union members will be formed to oversee the use of this budget and to arrange for training and education as appropriate. Monies appropriated hereunder shall be available for travel, meals and tuition for out-of-state programs.

This item shall be identified as a separate line item in the Fire Department budget for presentation to Town Meeting, and the Union agrees that should this Article not be funded or fully funded, it shall not be the subject of grievance arbitration. Effective 7-1-2018, all training of off duty members (except mandatory training) shall be paid an hourly rate for such off-duty trainings, which shall be the base salary tables only (not to include other pay categories).

ARTICLE XXX

Limited Duty

Section 1:

An employee incapacitated from duty on account of sickness, injury or disability incurred in the performance of such employee's duty shall be entitled to examination and treatment by a physician of such employee's own choosing.

Section 2:

The Town shall recognize and apply the presumptions applicable to fire fighters as contained in G.L., c.32, §§94, 94A and 94B as interpreted and applied by PERA, CRAB and the courts in determining whether an employee's incapacity for duty shall be classified as line of duty pursuant to G.L., c.41, §111F.

Section 3:

Incapacity for duty caused by contact with communicable diseases including meningitis, anthrax, smallpox, childhood communicable diseases, herpes virus, hepatitis A, hepatitis B, hepatitis non-A/non-B or hepatitis C, human immunodeficiency virus, tuberculosis, lice and scabies shall be recognized as subject to presumptive injury leave, subject to rebuttal by credible evidence on other non-job-related exposures. Incapacity for duty caused by radiation exposure or poisoning; or biohazard exposure, contamination or poisoning; shall be recognized as presumptive line of duty injury leave, subject to rebuttal by credible evidence of other non-job-related exposures.

Section 4:

An employee who claims injury leave for incapacity not subject to the presumptions outlined in Section 2 and 3, above of this Article, must cite the specific incident(s) which resulted in such employee's incapacity. Injury leave may not be granted for incidents not properly reported through departmental procedures.

Section 5:

The Town shall have the right to obtain full medical information and records pertaining to the subject injury for any employee on injury leave status. The Town may also request periodic reports from the employee's treating physician on the issue of continued disability for duty and may, pursuant to M.G.L., c.41, §111F, require an examination at Town expense by a Town designated physician regarding the issue of continuing disability and/or fitness for return to duty. The examination shall be limited to the subject area of the disability claimed and, in any event, shall not occur more often than once every six (6) weeks, or as requested, by the examining physician.

Section 6:

Employees shall cooperate in allowing the Town to obtain any needed reports, records or other information from any medical persons or provider regarding the subject injury.

Section 7:

An employee who has been absent from duty on injury leave or sick leave for a period in excess of sixteen (16) consecutive tours, excluding hospital time, may be assigned or may request to be assigned to limited duty by the Chief of Department pending a return to full

duty. Limited duty shall consist of tasks assigned by the Chief, including inspections, education, training, fire prevention and/or administrative tasks, but not any fire suppression activities, and shall be within the physical capabilities of the employee giving due consideration to the employee's state of recovery and physical limitations. Any dispute as to whether limited duty is appropriate or whether an employee is even capable of limited duty shall be determined by submission of the dispute for final resolution to an independent physician mutually selected by the Union and the Town. Likewise, any dispute as to fitness for duty or continued disability regardless of which parties raises the issue, or for what purpose, shall be submitted to an independent physician for a binding determination as set forth above.

Section 8:

No employee who has filed for accidental disability retirement on account of such injury or sickness shall be mandatorily assigned to limited duty and any such employee so assigned who subsequently files for such accidental disability retirement shall be removed from limited duty. This limitation shall apply for a period of one (1) year from the date of filing the complete application for accidental disability retirement.

Section 9:

Unless otherwise agreed limited duty shall be performed on a work schedule on Monday through Friday from 8:30 a.m. to 4:30 p.m. For all contractual purposes, however, an employee shall be administratively assigned to such employee's usual work group.

Section 10:

Limited duty shall not be used as a punishment assignment, and any employee assigned to limited duty, may at any time present medical evidence of fitness for return to full duty, whereupon the Town shall either accept the report of the employee's physician or shall designate a physician to examine the employee for return to full duty. In no event shall any such examination extend beyond an exam for the specific injury or illness claimed for disability.

If found fit for duty, the employee shall be reassigned to full duty within ten (10) days of said determination.

Disputes shall be resolved by using the impartial physician procedure set forth in Section 7 above of this Article XXX.

Section 11:

The Town and any employee so affected shall retain all rights and restrictions guaranteed to them by the Collective Bargaining Agreement and/or G. L., c.41, s111F.

Section 12:

Disputes regarding the application of this Article shall be subject to resolution by the submission of an agreed-to-issue to a mutually selected independent physician or by submission to arbitration, at the Union's option, except for fitness for duty or continued disability issues which are specifically reserved to the independent physician.

Section 13:

The fire suppression force shall not be reduced because of the establishment of limited duty and/or any limited duty assignments.

Section 14:

An employee on injury leave who subsequently retires from line of duty injury shall receive a cash payment for all unused vacation leave earned or accrued, but not taken. Each accumulated vacation day (twenty-four (24) hours) shall be paid at the rate of two-fifth (2/5) of such employee's weekly salary, and whole weeks (2 twenty-four-hour tours) shall be paid as a fully week's pay.

Section 15:

An employee on injury leave who subsequently returns to duty shall have the option of taking earned and accrued vacation due to such employee, or a cash payment in lieu of vacation leave computed as defined in Section 14 above of this Article XXX.

Section 16:

Effective July 1, 2011, an employee hospitalized because of a line of duty injury or sickness shall be paid an additional Thirty-Five Dollars (\$35.00) for each day of hospitalization.

Section 17:

Any employee who is incapacitated for duty under M.G.L., c41, s111F in excess of one (1) year on a continuous basis shall not accrue additional vacation leave, sick leave or personal day leave for any term of such incapacity which exceeds one (1) year. Any service on limited duty shall, however, count for such benefits.

ARTICLE XXXI

EMT Stipend

Section 1:

An employee requiring EMT training will do so at such employee's own expense and shall not receive overtime for classroom or field work necessary. The training budget referenced in Article XXIX above, however, may be utilized to cover the cost of books and test registration fees.

Section 2:

All new hires as of July 1, 1999 shall be certified Emergency Medical Technicians (EMT's) before appointment to the Fire Department.

Section 3:

When the Fire Department reaches the level of twenty-five (25) EMT's, then in such event, the Union will be required and agrees to maintain twenty-five (25) EMT's at all times. Senior employees may relinquish their certification as new hires or junior employees elevate the number above twenty-five (25). All members of the Fire Department who hold the EMT credential shall be entitled to receive the stipend.

ARTICLE XXXII

Defibrillation Certificate

Section 1:

Effective July 1, 1994, the Town shall require and the Union agrees that all employees will be trained in the use of, and shall be required to be qualified to operate, a semi-automatic defibrillation machine.

Section 2:

An employee shall be required to re-certify and hold currently valid credentials as appropriate.

ARTICLE XXXIII

Academy Training

Section 1:

At the discretion of the Chief, depending on circumstances, financial or otherwise, all new hires of the Fire Department will be required to be trained at and graduated by the Massachusetts State Fire Academy within eighteen (18) months of their date of hire unless such period is unavoidably lengthened. This provision is not intended to avoid academy training.

Section 2:

New hires shall be required to successfully graduate from the Massachusetts State Fire Academy program as a condition of continued employment with the Town.

Section 3: (Effective July 1, 1999)

All new hires of the Fire Department shall be trained to a level meeting or exceeding the qualifications of level 1 Fire Fighter as described in NFPA Standard 1001, Standard of Fire Fighter Professional Qualifications. All new hires shall be trained to NFPA Level 1 Fire Fighter prior to being assigned to ride on the apparatus and performing structural fire fighting duties.

Section 4: (Effective July 1, 2003)

Upon assignment to the Massachusetts State Fire Academy, an employee shall be compensated at the rate of two (2) steps higher than such employee's regular step for the duration of the attendance at the Massachusetts State Fire Academy.

A. If a member fails to successfully complete the Massachusetts State Fire Academy due to academics, discipline, etc. then this compensation does not apply for any further attempts to complete the required Fire Academy training. This does not apply if the employee is relieved from the Massachusetts State Fire Academy due to sickness, injury, family emergency or for any reason in the Chief's discretion is deemed appropriate.

A bargaining unit employee shall have use of a Town vehicle for transportation to the Massachusetts State Fire Academy, if reasonably possible, with fuel supplied. In the event that the employee is required to use such employee's personal vehicle, fuel will be provided along with a stipend of ten (\$10.00) dollars per day effective July 1, 2011.

ARTICLE XXXIV

Officer Out of Grade Pay

Section 1:

The Union agrees to the reduction of the present complement of eight (8) captains to four (4) captains and four (4) lieutenants through attrition.

Section 2:

There will be two (2) officers or one (1) officer and one (1) acting officer on duty at all times. There will never be two (2) firefighters as acting officers working at the same time in lieu of at least one (1) regular lieutenant or captain.

Section 3:

Regular officers may work overtime when another regular officer is on vacation leave. However, there will only be an officer or officer hiring of equal rank for a total of fifty percent (50%) of the regular officer's vacation leave entitlement. All other officer replacement, including the other fifty percent (50%) of the vacation leave entitlement, may be filled by a firefighter or officer working out of grade. Out of grade work will be performed by a Lieutenant working as a Captain and a firefighter working for a Lieutenant.

Section 4:

Acting Lieutenants: In the absence of a current promotional list, (Lieutenant or Captain), out of grade work shall be assigned to the senior firefighter regularly assigned in the group in which the vacancy occurs provided the fire fighter has a minimum of five (5) years of Fire Department service time. If in the event no firefighter regularly assigned to the group in which the vacancy occurs has enough time in grade to serve in an out of grade assignment, then the senior firefighter working overtime shall be offered the out of grade assignment. When a promotional list is in effect, however, the out of grade assignment shall be assigned to the employee with the highest competitive score regularly assigned in the group in which the vacancy occurs. In the event no firefighter regularly assigned to the group has passed the promotional exam, the senior firefighter regularly assigned to the group shall be offered the acting out of grade assignment, provided the firefighter has a minimum of two (2) years of Fire Department service time (not including reserve time or injury leave). In the event no firefighter regularly assigned to the group in which the

vacancy occurs has enough time in grade to serve in an out of grade assignment, then the following order shall be used to determine the out of grade assignment:

1. A firefighter working overtime that has successfully passed the exam (as certified by Civil Service) shall be offered the out of grade assignment or;
2. If there are two (2) or more firefighters working overtime that have passed the promotional exam, then in such event the firefighter with the highest competitive score shall be offered the out of grade assignment or:
3. If there is a tie of two (2) or more with the highest score, then in such event the senior firefighter of those shall be offered the out of grade assignment or;
4. If no firefighter working overtime has successfully passed the promotional exam, then in such event the senior firefighter working overtime shall be offered the out of grade assignment.

If the out of grade assignment is declined by a firefighter, then in such event the next eligible firefighter shall be offered the assignment until such an eligible firefighter has accepted the assignment.

Except for vacations, any absence known to exceed two (2) weeks duration shall be filled by the bargaining unit employee with the highest score on a current promotional list regardless of group assignment.

4A. Shift Commanders shall have the right to adjust this provision under extraordinary circumstances. Officers must file a written report with the Fire Chief and a copy to the Union stating why the bypass took place. The Union reserves the right to grieve any officer decision to do so.

Section 5:

Effective July 1, 2011, anytime that a firefighter is acting out of grade such firefighter shall be compensated at a rate per hour equal to the hourly compensation paid a Lieutenant Non-EMT under the salary and pay scales set forth in Article XXV, Section 4.

Section 6:

- A. A Lieutenant shall receive a Captain's pay rate as set forth in Article XXV Section 4 when working as an acting Captain. When a Lieutenant works overtime as an acting Captain such Lieutenant shall receive a Captain's overtime rate at step 3 as set forth in Article XXV Section 4.
- B. When Engine 22 is in service during any time of the year, an acting Lieutenant shall be assigned to that apparatus.
- C. If the only regular on duty Officer leaves Town to work in a mutual aid capacity, then in such event another regular Officer shall be hired in order to guarantee that no acting officer is placed in charge.

ARTICLE XXXV
DEPUTY CHIEF

The Town and the Union agree that the position of Deputy Chief is a bargaining unit position.

- A. The job description shall include, but not be limited to, the description as set forth by Civil Service and the Human Resources Division ("HRD"), which terms and conditions are adopted and incorporated herein by reference, and other duties assigned by the Fire Chief. It is agreed that the Deputy Chief's position is an administrative position with no line function/responsibility.
- B. The Deputy Chief shall work a forty (40) hour per week schedule The Deputy

Chief shall work Monday through Thursday, four (4) ten (10) hour days.

C. The salary of the Deputy Chief shall be at thirteen and one-half percent (13.5%) differential in salary above the salary of a Captain.

D. The Deputy Chief shall be eligible to work overtime at fire suppression as part of the command staff as a Safety Officer, Accountability Officer or as requested by the Chief or OIC" officer at the discretion of the Fire Chief.

E. The Deputy Chief shall be entitled to the provisions set forth in Article XIV relating to holidays. Also, if a holiday falls on a regularly scheduled work day, Monday through Friday, the Deputy Chief shall not be required to work that day, and shall receive the Deputy Chief's regular compensation, as well as holiday pay as defined in Article XIV.

F. The Deputy Chief shall be entitled to utilize five (5) forty (40) hour weeks and one (1) eight (8) hour day as Vacation Leave per annum. The Vacation Leave may be taken in a minimum of two (2) hour increments or in days or weeks. For the purpose of calculating Vacation Leave, a week shall be the equivalent of forty (40) hours.

G. The Deputy Chief shall be entitled to take one (1) forty-hour week Personal Leave per annum. The Personal Leave may be taken in a minimum of two (2) hour increments or in days or weeks. For the purpose of calculating Vacation Leave, a week shall be the equivalent of forty (40) hours.

H. In no event shall the Deputy Chief be considered part of the fire suppression force for the purpose of meeting minimum manning as set forth in Article XIII.

I. If the Fire Chief is out on Vacation Leave or other authorized leave for a consecutive period of fourteen (14) calendar days or less, the Deputy Chief shall fill in the position of Fire Chief at no additional compensation. If the Fire Chief is out on Vacation Leave or other authorized leave for a consecutive period exceeding fourteen (14) calendar days or more ("Extended Leave"), the Deputy Chief shall fill in the position of Fire Chief and be compensated at the rate equal to the minimum pay grade for the Fire Chief as set forth in Appendix B of the then current Personnel Policy Governing Compensation and Employee Benefits. If the Deputy chief while covering for the Chief for fourteen days or less and the Deputy Chief is required to return to duty after hours, he shall receive overtime for the period required to return to duty, hour for hour.

When the Deputy Chief fills the position of the Fire Chief due to Extended Leave as provided for in the preceding paragraph or is otherwise out on vacation leave or other authorized leave for a consecutive period exceeding fourteen (14) calendar days or more, the most senior Captain shall fill the position of Deputy Chief. In the event the most Senior

Captain declines to fill the Deputy Chief's position, the position shall be offered in line to the next ranking Officer until the position is filled. The bargaining unit employee filling the position shall be compensated at the rate of pay as the Deputy Chief.

J. The Deputy Chief shall be entitled to carry over until the Deputy Chief's retirement all Sick Leave earned prior to appointment as Deputy Chief, which carry over Sick Leave shall constitute a sick leave bank for the benefit of the Deputy Chief until the Deputy Chief's retirement or other separation from service. From on and after appointment, the Deputy Chief shall accrue sixteen (16) days per annum as Sick Leave. Each sick leave day shall be defined as an eight (8) hour period. When taking Sick Leave, the Deputy Chief shall exhaust the sixteen (16) days accrued per annum prior to utilizing carry over Sick Leave. Upon the Deputy Chief's retirement or other separation from service, the Town shall compensate the Deputy Chief for all unused Sick Leave, including the balance of carry over Sick Leave remaining in the sick bank at the Deputy Chief's then current rank and grade.
Article XXXVI

Safety/Accountability Officer

The Deputy Chief may be utilized as a Safety and/or Accountability Officer if the Deputy Chief is available during the Deputy Chief's day schedule shift for all working fires or greater alarms in the Town of Swampscott or as requested by the IC (Incident Commander) provided the Deputy Chief has successfully met the Fire Department requirements for the duties of Safety Officer and/or Accountability Officer.

ARTICLE XXXVII

Fire Investigation Unit-(FIU)

If a bargaining unit member is requested by the Fire Chief to perform the duties of a Fire Investigator, the bargaining unit member shall be paid on an hour for hour call back basis.

ARTICLE XXXVIII

DRUG AND ALCOHOL POLICY

The Town and the Union recognize that a Fire Fighter is a safety sensitive position, and that the Swampscott Fire Department must remain drug and alcohol free in order to accomplish its vital public safety mission. Fire personnel impaired by drugs or alcohol create an unreasonable danger to their fellow officers, and to the public. In addition, drug and alcohol abuse impairs the health, well-being and productivity of the Fire Department and its members.

B. PROHIBITED CONDUCT

1. The following conduct shall constitute an offense under this Article:
 - a. The use, transfer, manufacture, sale or unauthorized possession of any illegal drug when not related to the lawful performance of fire Fighting duties.
 - b. The use or unauthorized possession of alcohol during working hours, or while using Town vehicles or facilities, and when not related to the lawful performance of Fire Fighting duties.
 - c. Driving under the influence of alcohol or drugs.
 - d. Reporting to work with a metabolite of an illegal drug in the blood, with a blood alcohol level above 0.04, or impaired by drugs or alcohol.
2. Any employee who is arrested for or convicted of a drug-related offense or driving while intoxicated must notify the Chief within 24 hours or prior to reporting for duty, whichever is shorter, irrespective of whether the conduct occurred during work time.

C. PROHIBITED DRUGS

For the purpose of this Article, prohibited drugs include all substances included in Schedules I through III of the Controlled Substances Act (21 U.S.C. §812). Included among those drugs are marijuana, cocaine, opiates, phencyclidine (PCP), amphetamines and methamphetamines. Possession of a controlled substance without a doctor's prescription or other legal authorization violates this Article and may be illegal.

An employee who is taking a controlled substance under a valid prescription should check with his or her physician to ensure that the medication will not interfere with the employee's ability to work safely and efficiently. Any questions or doubts should be raised with the Chief. Abuse of validly obtained prescription drugs will be treated in the same manner as abuse of

alcohol. Abuse of prescription drugs in all other cases will be treated as abuse of illegal drugs.

D. DRUG AND ALCOHOL TESTING

1. Employees are required to submit to drug and /or alcohol testing in the following situations:

a. Reasonable Suspicion:

When the Town has reasonable suspicion that an employee has reported to work or is working while impaired by drugs or alcohol, or has used illegal drugs, the Town will direct the employee to report for a drug and/or alcohol test. The notice to report for a drug or alcohol test must be given by the Town to the Employee in writing within hours of the Town's determination of reasonable suspicion to be enforceable.

b. Post-Incident:

Any employee involved in an accident on the job or an incident involving an unsafe practice or violation of a safety rule, standard or policy, resulting in a serious injury or serious property damage, may be directed by the Town to submit to a drug and/or alcohol test. The notice to report for a drug or alcohol test must be given by the Town to the Employee in writing within 24 hours of the Town's determination of reasonable suspicion to be enforceable.

c. Follow-up Testing

An employee who has violated the drug and alcohol policy, but has not been discharged, may be required to submit to follow-up testing as a condition of his or her continued employment. A program of follow-up testing will be set forth in writing and will continue, in the case of a first offense, for a period of one (1) year and, in the case of a second or subsequent offense, for a period of two (2) years. During the follow-up testing period, the employee shall be subject to a reasonable number of unannounced tests for drug or alcohol, depending on whether the violation concerned a drug or alcohol.

d. Failure to Submit to Testing:

A failure or refusal to submit to testing as outlined above, or a refusal to cooperate with the testing laboratory, shall be treated as a positive test. This provision shall not apply in situations where the Town determines failure to submit to testing was through no fault of the employee.

- e. During the one-year probationary period for all new hires, such employees may be required to submit to up to two (2) random drug tests during that period.

- 2. Alcohol Testing Procedures:

The Town will direct the employee to report to the testing laboratory for a blood or breathalyzer test. In the case of a blood test, blood will be drawn only by a qualified medical professional, in accordance with accepted medical standards. a breathalyzer test will be administered by a qualified operator. If administered by Swampscott police Department personnel it may be administered on the premises of the Town (e.g., by the Swampscott Police Department, or other law enforcement agency). The employee's blood alcohol level shall be reported to the Town immediately.

- 3. Drug Testing Procedures:

- a. Collection:

An employee subject to drug testing will be directed in writing to report at a specified time to a testing laboratory certified by the U.S. Department of Health and Human Services. Collection of a urine sample will be supervised by qualified medical personnel, in accordance with the procedures established by the testing laboratory. The sample will be properly sealed and labeled, in the employee's presence, to avoid contamination, tampering or confusion of samples. Employees reporting for a drug test should be prepared to produce picture identification. If an employee has taken any prescription drugs or has any other reason to believe that a test will result in a false positive, the employee must inform the testing laboratory before taking the test. When a sample is taken, it is split in accordance with the testing laboratory's standard procedure. One sample is tested, and the other is preserved. The employee has the right to have the second sample sent to a different lab for testing.

- b. Processing:

Urine samples will be screened initially by an Immunoassay or industry-standard screening test approved by the Department of Health and Human Services, with positive results confirmed by Gas Chromatography/Mass Spectrometry or an industry-standard confirmatory test approved by the Department of Health and Human Services. Testing will be performed in accordance with federal government standards, under the supervision of qualified medical and laboratory personnel employed by the testing laboratory. The laboratory will test all samples for the presence of marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines/methamphetamines.

c. Reporting of Results:

The results of a drug or alcohol test will be reported verbally and in writing to the Chief or the person he designates to receive those results. The testing laboratory will reveal to the designated official only whether the employee has received a result of negative for drugs or positive for drugs. The result of the drug test will be maintained in the strictest confidence by the Town and will not be disseminated except on a "need to know" basis.

Positive Results. Before a positive test is reported to the Town by the testing laboratory, the doctor who interprets the results ("medical Review Officer") will consider whether the positive test result was caused by legal drug use (pursuant to a validly obtained prescription). The Medical Review Officer shall require that the employee produce any necessary written proof, and the employee shall authorize the Medical Review Officer to obtain further information from his or her health care providers. If the Medical review Officer determines that the employee's explanations medically corroborated by the test results (e.g. the substance identified in the test is contained in the prescribed drug) then the test will be reported to the Town as a "negative". The laboratory will not provide to the Town any information it learns concerning prescription drugs that the employee is taking pursuant to a validly obtained prescription. If the Medical Review Officer is unable to obtain the employee's cooperation in order to make this determination, the positive result will be reported to the employer.

d. The Testing Laboratory

The testing Laboratory shall be selected by the Town and shall be certified by the U.S. department of Health and Human Services. The Town will notify the Union of the laboratory selected.

e. Chain of Custody:

The parties understand that the testing lab will follow procedures designed to maintain the chain of custody of samples and thereby ensure the integrity of the samples.

4. Overtime:

Off-duty employees directed to be tested by the Town under Sections D.1.b and D.1.c above shall be paid overtime in accordance with the provisions of Article XVI, Section 4 of this Agreement.

E. Searches:

The Town has the right to search for alcohol or drugs on town owned or controlled premises, including in desks, toolboxes, Town vehicles, lockers, or in other containers on the premises that may conceal substances prohibited by this policy. During any search one or more Union members may be present.

F. Enforcement:

1. Any employee who violates this Article will ordinarily be subject to discipline up to and including discharge. Generally, progressive discipline shall be applied for violations of the drug and alcohol policy. In such a case, the employee's continued employment may be subject to certain conditions, which may include participation in a rehabilitation program and/or follow-up drug and alcohol testing.
2. In the case of the first offense involving the abuse of alcohol, illegal drugs or validly obtained prescription drugs, the Town shall discipline the employee by requiring the employee to meet the following terms and conditions:
 - a. The employee will be screened and evaluated for substance abuse by a substance abuse professional ("SAP") designated by the Town.
 - b. The SAP will provide the results of the above screening and evaluation to the employee and to the Town, along with the SAP's recommendations for treatment. The employee shall take any necessary steps to release the SAP to communicate and share information with the Town.
 - c. The recommended treatment plan will be set forth in writing and shall include reasonable number of follow-up tests within a set period of time, based upon the recommendation of the SAP. The employee shall be required to abide by all aspects of the treatment plan, provided that any such requirements do not contradict any of this policy.
 - d. The employee shall bear the responsibility for the cost of the evaluation and any treatment recommended, to the extent it is not covered by health insurance. Any leave required for the purpose of attending treatment, or due to the employee's incapacity to perform the

essential functions of the job, shall be unpaid. However, unpaid leave may be covered by accrued paid leave to the extent permitted by the Town's Family and Medical Leave Policy, except where the leave runs concurrently with a disciplinary suspension.

e. Failure to abide by the conditions herein, or the treatment plan, or any subsequent violation of this Article, shall subject the employee to discipline up to and including discharge.

3. In the case of a second offense involving the abuse of alcohol, illegal drugs or validly obtained prescription drugs, the Town may suspend the employee up to four weeks (two weeks) and require the employee to meet the terms and conditions set forth in Section 2a-2e hereof.

In the case of the third offense involving the abuse of alcohol, illegal drugs or validly obtained prescription drugs, the Town may take disciplinary action up to and including discharge.

4. The provisions set forth in Section 2a-e and Section 3 above shall not preclude the town from discharging a fire fighter for substantial misconduct engaged in while under the influence of alcohol, illegal drugs, or validly obtained prescription drugs nor shall it preclude such discipline if any criminal or administrative action renders the officer unable to meet the essential duties of the position of Fire fighter.

G. Employee Assistance Program

Any town employee may receive assistance with treatment of a drug or alcohol dependency problem through the employee assistance program (EAP). Employees may voluntarily request such help, or the Town may require participation in the EAP as a condition of continued employment. An employee's participation in the EAP is treated confidentially. Participation in any program or treatment through the EAP will not be disclosed to the Town without the participant's written permission. In cases where participation in the EAP is required as a condition of employment, the employee will be required to permit the Town to be informed only whether the employee is participating as required (i.e. keeping scheduled appointment). The foregoing confidentiality provision shall not prevent the Town from receiving the results of any testing specified under section D above of this Article XXXVIII.

Article XXXIX (Mandatory continuing education) eff. 7-1-2019

The Fire Chief at his/her discretion, may assign or approve all members to complete four (4)

hours of approved continuing education each year in subject matters that are relevant to their job responsibilities. Coursework eligible to meet the requirements of this section shall be determined by the Chief of Department and such course may or may not take place during the employees regularly scheduled shifts. The Chief shall meet regularly with the Union President during each year to discuss issues related to this provision. All mandatory training shall be paid at time and a half unless such training takes place on a shift.

Duration of Agreement

This Agreement shall become effective July 1, except where otherwise provided and shall continue in full force and effect through, June 30, 2020, and from year to year thereafter until the signing of and implementation of a new contract. Written notice of a desire to modify this Agreement may be given by either party to the other not more than one hundred twenty (120) nor less than sixty (60) days prior to the expiration or anniversary date.

LOCAL #1459

THE TOWN OF SWAMPSCOTT

Fire Chief _____

Executed this ___th day of _____, 2018