

July 1, 2021 – June 30, 2024

**COLLECTIVE BARGAINING
AGREEMENT**

Between

THE CITY OF NEWBURYPORT

And

**LOCAL 827
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,
AFL-CIO**

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AGREEMENT

AGREEMENT made this 1st day of July 2021 by and between the CITY OF NEWBURYPORT, an “Employer” as defined in the Massachusetts General Laws, Chapter 150E, and a municipal corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, acting by and through its designated exclusive representative Mayor Donna D. Holaday, (hereinafter “the City”), and LOCAL 827, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, (I.A.F.F.), AFL-CIO (hereinafter “the Union”), a duly organized employee organization as defined in the Massachusetts General Laws, Chapter 150E.

WHEREAS: The City and the Union are mutually desirous of establishing and maintaining amicable and harmonious labor relations which will tend to secure a living wage and improved methods for a fair and peaceful adjustment of all disputes that may arise between the parties, and their respective memberships; and,

WHEREAS: The City and the Union are mutually desirous of engaging in the collective bargaining with respect to wage, hours, standards of productivity, and performance and other terms and conditions of employment:

NOW THEREFORE: In consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows:

PREAMBLE

WHEREAS: The Great and General Court of Massachusetts in its wisdom saw fit in the year 1965 to pass a law in which they recognized that the firefighters and other employees of Newburyport have a statutory right to bargain collectively with the City, it is the intention of this Agreement to maintain a harmonious relationship between them, recognizing the legitimate rights and needs of the employees of the Fire Department as well as the obligation of the City to protect the safety of the public.

NOW THEREFORE: In consideration of the mutual obligations herein the parties agree as follows:

ARTICLE 1

SECTION I: RECOGNITION

The City of Newburyport recognizes Local 827, I.A.F.F. AFL-CIO, as the sole and exclusive bargaining agent for all full-time employees of the Fire Department or any others covered by this Agreement but specifically excluding the Fire Chief.

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

SECTION II: REPRESENTATION

The City shall not enter into any individual contracts with any members of the bargaining unit without prior Union approval with respect to any matter covered by this Agreement or any matter which is subject to collective bargaining or deal independently with any one man/woman or contractual problems, under the laws of the Commonwealth of Massachusetts.

SECTION III: UNION SECURITY

The City shall not discriminate against, discharge, or otherwise interfere with, coerce, or restrain any employee covered by this Agreement in the exercise of his/her rights under this Agreement and any and all laws, state or Federal, dealing with the collective bargaining or protected concerted activity nor on account of his/her Union membership or lawful Union activity.

ARTICLE 2

SECTION I: AGENCY SERVICE FEE

The City agrees to deduct Union dues from the Union members who voluntarily agree in writing to have their dues deducted and to mail said dues with a list of names from whom dues have been deducted to the Union. In accordance with M.G.L. 150E, the City agrees to deduct an agency fee from those who voluntarily agree to pay such fee in writing from all employees who elect to remain nonmembers and mail said fee with a list of names from whom the fee has been deducted to the Union. The Agency Fee for non-members shall be ninety percent (90%), of the weekly dues.

SECTION II: DUES DEDUCTION

The City of Newburyport shall deduct Union dues and/or assessments upon receipt of authorization of members of Local 827 who shall sign deduction form cards to be supplied by the Local. The City of Newburyport shall forward to the Secretary – Treasurer or Treasurer of the Union deductions each month following the month of deduction.

No written deduction authorization, whether for Union dues or service fees, shall be revoked by any employee covered by this Agreement without first giving at least sixty (60) days notice in writing to the City Treasurer, with a copy thereof to the Treasurer of Local 827.

SECTION III: INDEMNITY

The Union agrees to indemnify the City for any damages or costs in complying with this Article.

ARTICLE 3

SECTION I: EMPLOYEE INFORMATION

The City shall provide one (1) hard copy and one (1) electronic copy of the collective bargaining agreement to the Union within thirty (30) days after the commencement of the agreement or the

effective date of this agreement, whichever is later. The Union shall be responsible for distributing copies of the agreement to the members of the bargaining unit.

ARTICLE 4

SECTION I: HEALTH AND SAFETY

A committee, designated by the Union, shall meet with the Chief of the Fire Department at least once each month to discuss and recommend improvements in working conditions for the general health and safety of the employees, and to monitor compliance by the City with the following Section II. No member of the committee who is off duty shall be paid for time spent in attendance at such meetings.

SECTION II: SAFETY

The City shall provide and maintain, as a minimum and at its own expense, in each Firehouse and on all equipment and apparatus, such sanitary, safety, and first aid devices and equipment required by all Local, State, and Federal laws, rules and regulations, as the same now exist or may hereafter be amended.

No firefighter shall be compelled to operate or utilize any piece of apparatus or equipment which is unsafe, in need of substantial repair and which would endanger the life or limb of such firefighter by its use or operation.

SECTION III: RESPONSE COMPLEMENT

The "Response Complement" of this Article 4, Section III, shall be administered on a 2:1 basis: If there is one (1) permanent firefighter absent, his/her position shall not be filled, but if there are two (2) permanent firefighters absent, one (1) permanent firefighter shall be hired on an overtime basis.

By way of illustration, the following examples are set forth, given a scheduled complement of one (1) permanent Lieutenant, seven (7) permanent firefighters and one (1) dispatcher.

Example #1: Day shift, one firefighter absent. No replacement, no overtime.

Example #2: Day shift, two firefighters absent. Replace one firefighter, on overtime.

Example #3: Day shift, Chief and Deputy both on vacation, sick, training, or unable to respond within a reasonable time. For the purposes of this section, "a reasonable time" shall be defined as sixty (60) minutes. Hire Lieutenant on OT.

Example #4: Day shift, one Lieutenant absent. City does not hire on overtime at all, but does designate the senior firefighter to serve as acting Lieutenant.

Example #5: Day shift, one Lieutenant and one firefighter absent. City shall hire one firefighter on overtime and shall designate the senior firefighter as Acting Lieutenant on an overtime basis.

- Example #6: Night, weekend or holiday shift, one Lieutenant absent. Replace with a permanent Lieutenant on an overtime basis.
- Example #7: Night shift, one firefighter absent. No replacement, no overtime.
- Example #8: Night shift, one firefighter and one Lieutenant absent. Replace the Lieutenant with a permanent Lieutenant on an overtime basis.
- Example #9: Night shift, two firefighters absent. See Example #2.
- Example #10: Day or night shift, three firefighters absent. Replace two firefighters on overtime.
- Example #11: Day or night shift, 1 dispatcher out replace with another dispatcher. In the case one of the other dispatchers are unavailable a firefighter will be hired at that firefighters overtime rate.

SECTION IV: INFECTIOUS/COMMUNICABLE DISEASE

In the event a firefighter becomes exposed to or infected with an Infectious/Communicable Disease, such infection will be presumed to have been suffered in the line of duty if documented records exist which confirm duty-related contact with the disease/virus.

“Infectious/Communicable Disease” shall include the following: Meningitis, Childhood communicable diseases, Herpes virus, Hepatitis A, Hepatitis B, Hepatitis non A/non B, Hepatitis C, Rabies, H.I.V. (human immunodeficiency virus) AIDS (acquired immune deficiency syndrome) or AIDS-related complex, Small Pox, SARS (severe acute respiratory syndrome), Tuberculosis, Lice and Scabies.

The City shall replace all uniforms and work clothing that have been damaged, destroyed, or contaminated to the point where they are no longer suitable when such damage, destruction, or contamination is a direct result of the employee coming into contact with a person who has an infectious/communicable disease in the line of duty. Every effort shall be made by the employee to clean and disinfect his/her uniform and work clothing following the incident. The Chief or his/her designee shall determine when uniforms and work clothing are in need of replacement under these circumstances.

- A. Exposure: Recognizing that firefighting personnel are exposed to or may be exposed to infectious/communicable diseases in the course of their regular duties, the City will make arrangements which allows bargaining unit members who have reason to believe that they have been exposed in performance of their duties to Infectious/Communicable Diseases to be immediately tested. Testing facilities must be available to bargaining unit members on a prompt basis at no cost to the employee. The City reserves the right to require an employee to be tested to ensure that he/she can safely perform the essential functions of his/her position according to the provisions of M.G.L. Chapter 111 Section F. Family members will be examined at the City’s expense if the firefighter’s exam has positive results.

- B. Immunization: The City will make available to each employee proper vaccination against Hepatitis B and any other vaccination that may become available during the duration of this Agreement for the above-listed Infectious/Communicable Diseases.
- C. Training: The City will provide training and equipment to assist in recognizing and/or preventing the communication of the “Infectious/Communicable Disease” listed above in paragraph 2 of this Agreement. The City and the Union will work together to establish a system whereby employees shall report, in a timely manner, all instances of on-the-job contact with bodily fluids, used needles or other possible sources of infection.

ARTICLE 5

SECTION I: TIME OFF – UNION BUSINESS

All employees covered by this Agreement who are officials of the Local 827 or who are appointed by the Local 827 as members of said Local 827 Collective Bargaining Negotiation Team, not to exceed four (4), shall be allowed a reasonable amount of time off for preparations for negotiations, preparations for arbitrations, negotiations, arbitrations, conferences with City Administration of Chief of Departments, and attendance at Union meetings and conferences, without the loss of pay or benefits and without the requirement to make up said loss of time. Up to six (6) delegates will be permitted to attend the bi-annual conference without using vacation/personal time. Notification of said time off shall be given to the Chief of the Department at least twenty-four (24) hours in advance.

ARTICLE 6

SECTION I: RETENTION OF CIVIL SERVICE RIGHTS

The members covered by this Agreement shall retain their civil service rights now in effect and regulated by Chapter 31 of the General Laws of Massachusetts.

SECTION II: DISCIPLINE

Except for the failure or refusal to pay a service fee, as provided in Article 2, Section I, above, no employee shall be removed, suspended, involuntarily transferred, fined, reduced in rank, assigned to a less desirable duty, discharge, or disciplined except for just cause. All employees shall be given a twelve (12) month probationary period. After completion of the probationary period, no employee shall be disciplined or discharged except for just cause. The Union shall be notified of all disciplinary actions, including discharge, within 24 hours.

SECTION III: VACANCIES – DISPATCHERS AND FIREFIGHTERS

Where feasible, the Department shall continue to anticipate and plan for filling of vacancies in the rank of firefighter, as now covered by ordinance and Department Orders. All such vacancies shall be filled within ninety (90) days of occurrence.

The City shall anticipate and plan for the filling all vacancies in the work force and work shifts. Whenever a vacancy occurs, the City shall, within seven (7) days of such occurrence, post a notice of the existence of a vacancy in a conspicuous place at each Fire House.

All employees of appropriate rank desiring to fill a vacated position shall submit their application in writing to the Chief no later than midnight (12:00 a.m.) of the eighth (8) day following the posting of the vacancy as required by Section I hereof. The Chief shall, within five (5) days after such initial posting, award the position to the most senior man/woman of appropriate rank and qualifications who has made timely application.

SECTION IV: VACANCIES – FIRE OFFICER RANKS

Where feasible, the Department shall continue to anticipate and plan for the filling vacancies in officer rank and shall endeavor to have a promotion list available. The Department shall continue to make promotions within ninety (90) days after a vacancy occurs. A Fire Lieutenant shall not replace (“fill”) another Fire Lieutenant in the event of an absence on a day tour (“shift”) (0800 hours to 1800 hours). In the event of such an absence on that tour (“shift”), the senior firefighter shall serve as Acting Lieutenant, and shall be paid at the Lieutenant’s rate for each such shift worked. However, all evening (1800 hours to 0800), weekend and holiday tours (“shift”) shall be staffed with a permanent Fire Lieutenant.

SECTION V: WORKING OUT OF GRADE

An employee performing the duties of another employee of higher rank shall be paid at the rate of pay established for the higher rank while he/she performs such duties. This provision shall apply to all such work performed during regular or overtime hours. This provision shall apply to the Deputy Chief provided that such assignment is for a period of at least fourteen (14) consecutive calendar days.

SECTION VI: PROMOTIONAL EXAMS

Promotional exams shall be administered on a biennial basis.

ARTICLE 7

SECTION I: SUBSTITUTIONS

Any employee shall be granted a special leave of duty, without loss of pay, benefits, or seniority, for any tour of duty on which the employee is able to secure another employee to work in his/her place provided that no swapping will result in overtime to the City. The shift officer must be informed at the time of the request what the reason is for the shift swap, and whether it is for a full or partial tour.

ARTICLE 8

SECTION I: NO INDIVIDUAL AGREEMENTS

The Employer agrees that it will not enter into any individual or collective agreement with any employees covered by this Agreement which is contrary to this Agreement.

SECTION II: MANAGEMENT RIGHTS

The City of Newburyport retains all rights it had prior to the signing of this contract, except as such rights are modified by this contract.

SECTION III: SENIORITY

Seniority shall be specified by (Civil Service), M.G.L. c.31.

ARTICLE 9

SECTION I: VACATIONS

For employees hired prior to July 1, 2016, vacations for uniformed members of the Fire Department shall be granted as follows:

- 2 weeks from one year up to five years of service
- 3 weeks after 5 years of service
- 4 weeks after ten years of service
- 5 weeks after fifteen years of service
- 6 weeks after twenty years of service

For employees hired July 1, 2016 or later, vacations for uniformed members of the Fire Department shall be granted as follows:

- 2 weeks from one year up to five years of service
- 3 weeks after 5 years of service
- 4 weeks after ten years of service
- 5 weeks after fifteen years of service

As used in this Article, a “week” of vacation shall mean two (2) twenty-four (24) hour tours, (two days and two nights) of duty. Vacation days must be used within the year and may not be accumulated year to year. Vacations will be selected in writing, using the Request for Leave form, by submitting the form at least 48 hours in advance of the first tour when taking one week, and at least 24 hours in advance of tour when taking a single shift vacation day or night. An individual may take single vacation shift day or night at his/her discretion.

At the Chief’s discretion, this 48 or 24 hour time period may be waived in cases of emergency or unusual circumstances, said emergency or unusual circumstances to be determined by the Chief of the Department.

SECTION II: VACATION INCREMENTS

1. As used in Section I above, a “week vacation” shall consist of up to four shifts of ten (10) or fourteen (14) hours durations, but not to exceed forty-eight (48) hours. Under this section, employees will be afforded the opportunity to take more day shifts or more night shifts then under the 2 day/2 night practice presently in effect for one week vacations. For

example, an employee with three “weeks” vacation (144 hours) could take up to 14 day shifts or could take up to 10 night shifts as vacation, or some combination of the day and night shifts not exceeding the entitlement. Residual hours less than the length of a single shift shall be forfeited because partial shifts are not allowed.

2. This section is not intended to impose any additional cost on the City of Newburyport.
3. Effective July 1, 2011, only two (2) firefighters per shift may take vacation at a time, except for during twelve (12) “prime weeks” whereby three (3) firefighters
4. per shift may take vacation at a time. Prime weeks will be as follows: June 1 through August 31. Effective upon execution of the contract, employees will be allowed to carry over two (2) weeks of vacation annually with the permission of the Mayor, which will not be unreasonably denied.

Vacation requests from Lieutenants should not impact a firefighter’s ability to take vacation. Instances where a Lieutenant replaces another Lieutenant as a result of sick, personal leave, or injury should also not impact a firefighter’s ability to use vacation leave.

The Union and its members shall make every effort to reduce the amount of vacation overtime by self-imposed, voluntary limits on scheduling of vacation.

SECTION III: PAID HOLIDAY AND PERSONAL

The following holidays shall be paid for uniformed members of the Fire Department:

New Year’s Day (January)	Independence Day (July)
Martin Luther King Jr. Day (January)	Labor Day (September)
President’s Day (February)	Columbus Day (October)
Patriot’s Day (April)	Veteran’s Day (November)
Memorial Day (May)	Thanksgiving Day (November)
Juneteenth (June)	Christmas Day (December)
Firefighters Memorial Day (June)	

Holiday paid shall be one-fourth the employee’s weekly salary and shall be paid to each employee over and above his/her weekly salary whether he/she works the holiday, is on vacation, injured leave, or sick leave.

Each uniformed member of the Fire Department shall be entitled to four (4) shifts of time off with pay as personal days per fiscal year.

Compensation paid to the employees for holidays shall be included as regular compensation for deduction purposes toward retirement.

ARTICLE 10

SECTION I: WAGES AND DIFFERENTIALS

The wages and differentials applicable to the employees covered by this Agreement shall be as set forth in Appendix A attached hereto and expressly made a part hereof.

The senior firefighter on each shift at Station 2 will receive a 3% differential above their base salary rate for the shift in which they serve in this supervisory capacity. This stipend will be applied according to Article 10, Section II.

Employees shall receive a 3% step increase after 7 years of service, starting July 1, 2022. Employees continue to be eligible for an additional 3% step at 15 years of service.

As of July 1, 2021, fire department dispatchers promoted to the position of a uniformed firefighter will have a starting base salary at 100% base salary (year 2) level in Appendix A. If no dispatcher accepts the firefighter position the City will attempt to hire from the ranks of the call firefighters. If the City is unable to hire in this manner, a firefighter may be hired from the active civil service list. In this case, the entry level pay for such position will follow these steps:

Start	76% of firefighters salary
After 12 months	84% of firefighters salary
After 18 months	92% of firefighters salary
After 2 years	100% of firefighters salary

SECTION II: CALCULATION OF PAY

Regular salaries shall be calculated in the following manner starting with the prior fiscal year’s salary appearing in Appendix A:

Step 1: Add any negotiated percentage (%) upgrade to the starting salary.

Step 2: Add any negotiated cost of living (COLA) percentage (%) to the total of Step 1.

Step 3: Add any negotiated step increase that may be based on members years of service to the total of Step 2, compounding each percentage (%) onto the next if there are multiple step increases.

Step 4: Add any EMT percentage (%), based on members EMT status, to the total of Step 3.

Step 5: Add any educational incentive percentage (%), based off of the educational pay chart in this Agreement, to the total amount of step of step 4.

Step 6: If any member of this Agreement carries another title/position (e.g. Hazardous Materials Team, EMS Coordinator) said stipend for that title/position shall be applied to the total amount of step 5.

After applying all appropriate steps, this total is the adjusted regular salary whereby all other further calculations are derived (i.e. overtime rate, holiday pay, longevity). It is to be understood that if changes are made through negotiations, such changes would be applied as outlined in this section.

ARTICLE 11

SECTION I: MINIMUM STAFFING OF FULL TIME FIREFIGHTING PERSONNEL

- A. A three (3) firefighter minimum engine company shall be maintained on duty at all stations at all times.
- B. A two (2) firefighter ladder company shall be maintained at fire headquarters at all times when a full shift of eight (8) firefighters is present. In the event that a firefighter is off duty and the shift falls to seven (7) firefighters, a one (1) firefighter ladder company shall be maintained.
- C. The City will maintain one (1) dispatcher per shift at fire headquarters at all times. (For a total of four (4) dispatchers.) Dispatchers will be hired from the ranks of call firefighters when they are available, qualified and interested in said positions. The dispatchers for Fire Headquarters will work under the supervision of the Fire Chief at Fire Headquarters.
- D. In the event that one of the four dispatchers assigned to the fire department cannot be hired to fill a vacant shift, the City will hire a full time firefighter at the overtime rate as stated in Article 18 Section II of this Agreement.
- E. The City and the Union agree to establish a study committee to review NFPA 1710.

ARTICLE 12

SECTION I: SICK LEAVE

Sick leave shall be granted for sickness or injury off the job.

Effective July 1, 2014, employees shall be credited with fifteen (15) days of sick leave without loss of pay benefits, or seniority per year, and shall be allowed to accumulate an unlimited amount.

A certificate is required from a physician for leave of absence in excess of four (4) consecutive days. Such a certificate must be returned to the Chief of the Department prior to being allowed to return to duty.

Sick Leave Verification:

Nothing in this Article shall impair the City's right, in appropriate cases, to require a medical or psychological exam to determine the legitimacy of a claim of sick leave in excess of four (4) consecutive days. The City shall bear the expense of any fees charged for such an exam. In the event the City denies claimed sick leave in whole or in part and there is a dispute about the employee's eligibility for sick, the matter may be the subject of a grievance under Article 15 of this Agreement.

Any employee not using any sick leave throughout the current fiscal year shall be paid one fourth (¼) of the employees weekly salary.

Sick Leave Buyback - Effective July 1, 2014:

- a. Employees shall be credited with one and a quarter (1 ¼) days of sick leave per month with unlimited accrual of sick leave days.

- b. Employees hired prior to July 1, 2014 shall be eligible to buy back 50 % of their accrued sick time upon retirement up to a maximum of one hundred and fifty (150) days.
- c. Employees hired after July 1, 2014 and before July 1, 2016 shall be eligible to buy back 50 % of their accrued sick time upon retirement up to a maximum of one hundred and forty (140) days.
- d. Employees hired July 1, 2016 or later shall be eligible to buy back 50 % of their accrued sick time upon retirement up to a maximum of one hundred and twenty (120) days. This shall include all call firefighters who are members of the Newburyport Fire Department prior to July 1, 2021.
- e. Employees hired after July 1, 2021 shall be eligible to receive a maximum of one hundred and ten (110) days of sick leave buyback based on 50% payment for accrued sick time.
- f. Sick leave shall be granted for sickness or injury (off the job) and for absences because of quarantine in the family. Sick leave shall be granted for illness in the employee's household if such illness requires the presence of the employee at home.
- g. Notwithstanding Sections b, c, d and e of this Article, upon the death of an employee, the beneficiary of said employee shall receive payment on one hundred percent (100%) of the employee's accumulated sick leave credits at the time of death.
- h. This section is not applicable to employees who resign, quit, or are discharged for just cause.
- i. An employee who wishes to retire in the next fiscal year shall provide written notice to the Fire Chief by December 1 of the fiscal year prior to the fiscal year that he/she intends to retire, and shall specify a tentative date. An employee who gives the required notice in a timely fashion shall receive the sick leave buyback in the next pay period after the date of retirement. If the employee fails to give requisite notice by December 1, the City will have no obligation to make the buyback payment until the first full payroll period of the fiscal year for which the City has had the requisite notice and opportunity to budget for the necessary funds.
- j. Any employee hired prior to July 1, 2016 shall be eligible for sick leave payout as described below:

Employees with ten (10) or more years of service shall be eligible to be paid out fifty percent (50%) of their sick leave accrual, up to a maximum of twenty-five (25) days per year, with each such day valued at ninety percent (90%) of their current daily rate, provided however, that employees who exercise this option must retain at least fifty (50) sick leave days of their accrued credit. Any sick days paid out pursuant to this section shall be deducted from the sick leave balance available for payout upon retirement or death as outlined in Sections 2 and 3 above. The maximum leave payout for each employee's entire career working for the employer is capped at fifty (50) days. This payout plan is voluntary. The first payout will be for FY18. All requests for sick leave payout must be made by December 1 for the fiscal year prior to the payout, and the City will have no obligation to make the payout until the first full payroll period of the fiscal year for which the City has had the requisite notice and opportunity to budget for

the necessary funds. The City devised a form for sick leave payout requests is available in the Human Resources Department.

- k. For the purpose of sick time buyback, one quarter (1/4) of the employee's weekly salary shall be equal to one (1) sick day.

SECTION II: BEREAVEMENT LEAVE

In the event of a death in the immediate family, the member shall be granted two 24 hour tours, not to exceed 48 hours total without loss of pay. Immediate family shall be defined as spouse, domestic partner, child, step-child, mother, father, step-mother, step-father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, and grandchildren, aunt and uncle. Additional time off may be allowed at the discretion of the Chief.

In addition to the death of an immediate family member, a member of the bargaining unit may request the use of bereavement time for a non-family member by submitting a written request to the Chief for approval.

SECTION III: INJURY LEAVE

Members of the Fire Department who are injured in the line of duty shall receive full salary while their incapacity exists, or until they are placed on disability retirement. All injuries and recurrences of injuries shall be reported as required by Department regulation.

SECTION IV: RELEASE OF RECORDS/ACCUMULATION OF TIME

- A. The City may require an employee to release to its officials and agents any relevant medical records to assist the City in determining fitness to resume duty after long-term leave or in determining eligibility for long-term sick leave or for benefits under M.G.L. c. 41 §100 or §111F. The City shall maintain the confidentiality of such records by limiting their disclosure only to persons with a need to know. Employees shall be provided a copy of any report from a medical provider designated by the City to review any records released or to examine the employee.
- B. An employee who is absent from work for any reason in excess of 90 consecutive calendar days shall cease accruing sick leave until his/her return to active service. During the first 90 days of absence, an employee on authorized injured leave shall accrue sick leave. Employees out on M.G.L. c. 41 §111F will be permitted to carryover any unused vacation and personal time.

SECTION V: FAMILY AND MEDICAL LEAVE ACT AND SMALL NECESSITIES LEAVE ACT

The parties acknowledge the right of the City to adopt policies for the orderly administration of the Federal Family Medical Leave Act of 1993 and the Small Necessities Leave Act. Such policies shall not be inconsistent with said statutes nor with the express terms of this Agreement. Before adopting such policies, the City shall provide a draft copy to the Union and afford it a reasonable opportunity to consult about and discuss any questions and concerns.

ARTICLE 13

SECTION I: CLOTHING ALLOWANCE

The clothing allowance for uniformed members of the Fire Department shall be \$1,500 per year for the entire contract period and paid in the first pay period of July. No increase shall be provided during the term of the contract. The City shall continue to provide and maintain all protective clothing and equipment at its own expense. The foregoing amount shall be paid directly to the individual employee.

ARTICLE 14

SECTION I: HEALTH INSURANCE

- A. The current health insurance benefits are in accordance with the agreement negotiated by the City and the Public Employee Committee (PEC Agreement) pursuant to M.G.L. Ch. 32B Section 19. The parties agree that any changes in the Health Insurance benefits for bargaining unit member shall be negotiated under M.G.L. Ch. 32B.
- B. Such Life and Accidental Death and Dismemberment Insurance shall be \$10,000.00 and will be continued upon retirement and thereafter.

ARTICLE 15

SECTION I: GRIEVANCE PROCEDURE

Alleged grievances of the members of the Fire Department in respect to wages, rate of pay, or other terms and conditions of employment arising under this Agreement shall be processed under the following grievance procedure:

- STEP 1: The Union submits grievances to the Chief; the Chief has five (5) days (exclusive of Saturdays, Sundays and Holidays) to act on the same.
- STEP 2: If not satisfied with the Chief's response (if any), the grievance may be submitted to the Mayor (or designee) who has ten (10) days to act on same. The Union shall not unreasonably withhold consent to a request by the Chief or the Mayor for an extension of time to act on grievance. Any request for an extension of time made by the City shall be submitted to the Union in writing within 10 days.
- STEP 3: In the event Step 1 and Step 2 fail, the grievance shall be submitted to an impartial arbitrator in accordance with the rules of the American Arbitration Association, as set forth in Article 20.

Grievances shall be initiated within forty-five (45) days of the act or omission complained of, exclusive of days when the grievant is absent due to illness, injury or vacation.

ARTICLE 16

SECTION I: PAID DETAIL

The hourly outside detail rate shall be computed at one and one-half (1 ½) times the hourly rate of a Lieutenant with a Bachelor's Degree. The hourly outside detail rate for weekend and holidays, which shall be defined as any detail worked from Friday (6:00 pm) through Monday (8:00 am), or Tuesday (8:00 am) on weeks with a Monday holiday, shall be computed at one and one-half (1 ½) times the hourly rate of a Lieutenant with a Bachelor's Degree, plus an additional ten (\$10.00) dollars per hour. Firefighters will be hired for a minimum of four (4) hours or a minimum of eight (8) hours if the actual time worked exceeds four (4) hours. A rate of time and one half the hourly rate of a Lieutenant with a Bachelor's Degree shall be paid for all details that exceed eight (8) hours. These rates shall take effect the date of the signing of this 2013-2016 Agreement.

The City shall establish up to a 10% administrative fee per hour per officer for the cost of administering details, under c. 44, Section 53C. The City shall make disbursements to firefighters on a bi-weekly basis regardless of whether or not the City has received payments for said details prior to the subsequent pay period.

On cancellation of a detail where a member has been hired, notification must be made at least two (2) hours prior to starting time. Failure to do so will result in the member being paid for a four (4) hour minimum.

ARTICLE 17

SECTION I: RIGHTS AND PRIVILEGES

- A. Nothing in this Agreement shall be construed to diminish any rights accorded by the Civil Service Statute (M.G.L. c. 31) or the retirement statute (M.G.L. c. 32), or the right to elect to participate in health insurance plans offered by the City pursuant to statute (M.G.L. c. 32B). All benefits, rights, privileges, and seniority uniformly and presently enjoyed by members of the bargaining unit except as improved or increase herein, shall be retained and protected by this Agreement including without limitation, all Civil Service rights and all insurance and retirement benefits.
- B. In the event that the City or its employees are withdrawn from coverage under Massachusetts General Laws, Chapter 31, the City and the Union shall enter into immediate negotiations in order that the employees covered by this Agreement will be provided with rights, privileges, and benefits equal to those enjoyed by the employees under said Chapter 31.

SECTION II: STABILITY OF AGREEMENT

The failure of the employer or the union to enforce at any time, or under any circumstances, the performance of any term or provisions of this Agreement, shall not be deemed a waiver of any rights that the employer or the union have to subsequently enforce the performance of any such term or provision.

ARTICLE 18

SECTION I: OVERTIME

All employees shall be paid at the rate of time and one half (1-½) that of their regular rate of pay for all hours worked over their regular scheduled working hours.

Members covered under the terms of this Agreement called back to duty shall be compensated for at least two (2) hours in the event actual overtime worked is less than one (1) hour and at least three (3) hours for actual overtime worked in excess of one (1) hour at the overtime rate hereinafter set forth. The assignment and distribution of overtime work shall be made on an equitable rotating basis.

Without diminishing the practice of calculating overtime eligibility under this Agreement, it is further agreed that any additional overtime which may be due under the Fair Labor Standards Act shall continue to be calculated on the basis of the 28-hour work period allowed under §7(k), and paid as soon as practicable after such calculation. The 28-day work period, under this Agreement, shall be deemed to have commenced on the first full payroll period following the effective date of this Agreement.

SECTION II: OVERTIME RATE

The hourly rate of overtime pay shall be equal to one and one half (1 ½) times the employee's hourly rate of pay. Overtime pay shall be paid bi-weekly, as of July 1, 1995 and notice shall be provided in accordance with M.G.L. c. 149, §148.

SECTION III: LONGEVITY

Longevity shall be paid to all employees hired before January 1, 1995 during the first pay period in December according to the following schedule:

<u>Years of Service as of December 31st</u>	<u>Longevity Increment</u>
After the 5 th year and into the 9 th year	2% of base pay
During the 10 th year and into the 14 th year	4% of base pay
During the 15 th year and into the 19 th year	6% of base pay
During the 20 th year and into the 26 th year	8% of base pay
During the 27 th year and thereafter	10% of base pay
 <u>Effective July 1, 1995</u>	
After the 5 th year and into the 19 th year	same as above
During the 20 th year and into the 24 th year	8% of base pay
During the 25 th year and thereafter:	10% of base pay

Employees hired on or after January 1, 1995 shall receive longevity as follows:

After the 5 th year and into the 9 th year	\$400.00
During the 10 th year and into the 14 th year	\$600.00
During the 15 th year and into the 19 th year	\$800.00

During the 20 th year and into the 24 th year	\$1,000.00
During the 25 th year and thereafter	\$1,200.00

Compensation paid to the employees for longevity shall be included as regular compensation for deduction purposes toward retirement.

Effective July 1, 2000, all firefighters hired after July 1, 2000 shall not be paid longevity.

ARTICLE 19

SECTION I: HOURS

The regular work week for uniformed members of the Newburyport fire department shall not exceed forty-two (42) hours, average, over an eight week cycle as follows:

The work week shall be divided into a platoon system with (4) groups, each working 0800-1800 ten (10) hour day shift followed by 1800-0800 fourteen (14) hour night shift for a combined twenty-four (24) hour tour. This shall be followed by twenty-four (24) hours off, followed by a ten (10) hour day shift followed by a fourteen (14) hour night shift for a combined twenty-four (24) tour, followed by five (5) days off.

One tour is comprised of one ten (10) hour day shift, followed by a Fourteen (14) hour night shift, for a total of twenty-four (24) hours.

The Deputy Chief is an administrative position and will, therefore, follow an administrative schedule. His/her hours shall be Monday through Friday 8AM to 4PM.

With the exception of out of grade pay as defined in Article 6, Section V, the Deputy Chief's salary provided herein shall constitute the entire compensation attributable to the performance of the duties and responsibilities of the position. This position is expected to be on call and available to direct and assist in the City's response to fire related and other emergency situations which require service outside of the normal workday. This position is also expected to meet certain deadlines in the performance of his/her duties and to appear before boards, commissions and the City Council outside the normal workday as needed.

Effective July 1, 2014, the Deputy Chief shall receive a one-time increase of three thousand nine hundred dollars (\$3,900.00) to his base salary in addition to the COLA increases agreed to herein by the bargaining unit. This position will no longer be eligible for overtime pay for any reason or out of grade pay (unless the Chief is out of the City for fourteen consecutive days). A separate salary schedule shall be included in this and all future collective bargaining agreements that establishes the Deputy Chief position's pay rate for the duration of the contract.

It is recognized that the Deputy Chief may occasionally be required to devote significant time outside the normal work schedule to the business of the City, and to that end, he/she shall be allowed to take reasonable compensatory time off upon notification and approval of the Fire Chief.

In accordance with this collective bargaining agreement, the Deputy Chief shall continue to receive all other rights and benefits afforded to him/her under this agreement.

ARTICLE 20

SECTION I: ARBITRATION

Any party hereto desiring to submit a dispute or controversy to final and binding arbitration shall notify the other party in writing. The party requesting arbitration shall submit a Demand for Arbitration to the American Arbitration Association. An arbitrator shall then be selected in accordance with the (A.A.A.'s) usual procedure.

No arbitrator shall have the power to alter, amend, add to, or subtract from the language of this Agreement.

The decision of the arbitrator shall be final and binding upon the parties.

The arbitrator shall submit his findings of fact and decision within ten (10) days after the conclusion of testimony and submission of any brief.

The arbitrator proceedings shall not be governed by the formal rules of evidence and the arbitrator shall adopt a rule that favors the admissibility of all relevant evidence.

The arbitrator's fee shall be borne equally by the parties, provided, however, that each party shall bear the cost of its own presentation before the arbitrator. If a party desires a verbatim record of the proceedings, it may cause such a record to be made, provided that such party pays for the record and makes reproductions thereof available without charge to the other party and to the arbitrator.

ARTICLE 21

SECTION I: EDUCATION INCENTIVE

Employees shall receive annual compensation in addition to the annual base salary for completing coursework towards an Associate Degree in Fire Science from an accredited college or university according to the following schedule:

10 credits	2% of annual base salary
25 credits	4% of annual base salary
40 credits	6% of annual base salary
Associates Degree	15% of annual base salary

Employees completing coursework from an accredited college or university beyond the requirements of an Associate Degree in Fire Science shall receive annual compensation in addition to the annual base salary according to the following schedule:

90 credits	17.5% of annual base salary
Bachelor's Degree	20% of annual base salary
Master's Degree	22.5% of annual base salary

For the purposes of this advanced degree compensation schedule, eligible coursework shall include: Fire Science, Business Management/Administration, Public Administration, Fire Engineering, Information Technology, Paramedicine (EMS), Criminal Justice, Emergency Management, and Nursing.

This section shall not apply to dispatchers.

SECTION II: COMPENSATION

Said amounts are to be paid over and above firefighters' biweekly salary. Adjustments in percentages shall be effected on a biannual basis (July 1 and January 1), pending submission of proof of academic record to date from an accredited college or university. Education incentive compensation paid to employees shall be included as regular compensation for deduction purposes toward retirement.

SECTION III: SCHOOLING

Fire department employees are eligible for a \$200.00 annual educational stipend to help defray the cost of materials relative to schooling and firefighting, promotional exams, and EMT recertification. This payment shall be made in the second pay period in June.

SECTION IV: EMT STIPEND

Effective July 1, 2014, all new members of the bargaining unit will be required to possess and maintain a valid state of Massachusetts Emergency Medical Technician certificate within twelve (12) months of employment with the City. Said new members shall also be required to maintain their EMT certification at the highest level that they have attained while in the employ of the City. Any new member who fails to comply with these EMT certification requirements will be subject to discipline, including, but not limited to, termination.

Those members of the bargaining unit hired prior to July 1, 2014 who have their EMT certification and choose not to maintain their certification at the highest level that they have attained while in the employ of the City will forfeit the EMT stipend effective immediately after the expiration of their certification.

Effective July 1, 2020, all firefighters who possess and maintain a valid Emergency Medical Technician (EMT) certification will receive an increase of 4.0% to be applied according to Article 10, Section II. Said stipend will be increase to 4.5% on July 1, 2021 and to 5.0% on July 1, 2022.

The above paragraph shall not apply for dispatchers, who will be paid an annual \$250 stipend for attaining and maintaining their EMT certification, payable in the 1st pay period of December.

Effective July 1, 2021, the City shall be responsible to provide all training necessary for re-certification at the EMT or Paramedic level of certification at no cost to the firefighter. Advanced notice will be given for scheduled training. Should a firefighter miss a class for any reason, other than approved Workers Compensation, extended sick leave with a doctor's note, or bereavement leave, he/she must make it up on his/her own time.

Effective July 1, 2021 the City shall reimburse all EMT's/Paramedics all fees associated with re-certification upon presentation of receipts to the Chief of the Department.

SECTION V: TECHNICAL RESCUE TEAM MEMBERS STIPEND

Eligible firefighters may only receive either a Team A stipend or a Team B stipend. Team A members which shall consist of fully trained members with certificates for confined space, rope rescue, trench rescue and structural collapse and successfully complete a minimum of 48 training hours per calendar year by January 1, will receive an annual stipend of \$750.00 which shall be paid in the first pay period of March of that same fiscal year and shall be paid as a bonus and not go into the base.

Team B members with limited training are required to have a certificate in basic rope rescue and basic confined space rescue and maintain a minimum of 20 hours of training per calendar year by January 1, will receive an annual stipend of \$300.00 which shall be paid in the first pay period of March of that same fiscal year and shall be paid as a bonus and not to into the base.

SECTION VI: EMS COORDINATOR

The EMS Coordinator position is filled by the senior most qualified applicant at the discretion of the Chief in consultation with the Mayor's Office. The City will provide a 5% stipend above the selected individual's base salary as compensation for this added responsibility. This stipend will be applied according to Article 10, Section II.

ARTICLE 22

SECTION I: COMPENSATORY TIME

No member shall be required to accept compensatory time off in lieu of premium payment.

ARTICLE 23

SECTION I: LIABILITY

Indemnity of employees for personal financial loss and expenses, including legal fees and costs, is governed by M.G.L. c. 258 §9.

ARTICLE 24

SECTION I: MISCELLANEOUS

- A. Bi-Weekly Pay: As of July 1, 2010, the members shall be paid on a bi-weekly basis based on an hourly rate of pay and notice shall be provided in accordance with M.G.L. c. 149, §148.
- B. Use of Space: The Union shall have the right to continue to use space in the Fire Department Headquarters for Union business as per the practice in effect in March, 1995.

- C. Fire Alarm Work: The fire alarm work shall be bargaining unit work. The Assistant Fire Alarm Superintendent (AFAS) is appointed by and reports directly to the Fire Chief. The AFAS position is an additional duty assigned to a full-time member of the Newburyport Fire Department. The fire alarm work shall be bargaining unit work, and subject to the provisions of the CBA. The compensation for the AFAS is determined by the existing pay grade in place at the time of the vacancy. Upon a vacancy in the AFAS position, the vacancy will be posted in the manner outlined in the CBA, and the senior, most qualified member (as determined by the Fire Chief) will be offered the position. This position of AFAS will be in existence only as long as the municipal fire alarm system is in use in the City, either as an all wire system, all radio, or a combination of the two.
- D. Continuation of Duties: The Union and the firefighters continue their willingness to perform house duties in the same manner and to the same extent as in prior years, and (2) their commitment of the firefighters to enhance their knowledge and training with respect to dealing with hazardous materials.
- E. Neither party shall discriminate against any employee on the basis of criteria prohibited by M.G.L. 151B. The parties shall cooperate in the non-discriminating administration of benefits.
- F. Physical Fitness Standards: The parties acknowledge that the health and physical fitness standards set forth in the M.G.L. c. 31 §61A are applicable to all firefighters and fire officers covered by this Agreement who were appointed after November 1, 1996 except as modified in this Article.

Such employees are required to maintain their health and physical fitness at a level which meets such standards, and shall undergo medical and physical fitness examination at least once every four (4) years (hereinafter "in-service examination") M.G.L. c. 31, §61A.

The City shall have access to the results of the in-service examinations. If an employee fails to pass such in-service examinations, the City shall have the right to place the employee on unpaid leave until the employee passes any subsequent re-examination allowed by statute.

The City retains the right to file for an involuntary disability retirement on behalf of the employee and/or have the employee undergo a medical exam by a physician retained by the City, at its expense.

- G. Fire Officer Structure and Staffing, Administrative Oversight and Training: The City and the Union agree to establish a study committee to develop alternatives that may be adopted to address these issues. The committee shall consist of the Fire Chief, the Mayor or designee, a member of the Public Safety Committee and three firefighters.
- H. Drug and Alcohol Policy: Employees in the Union shall adhere to the Alcohol and Controlled Substances Use and Testing Policy for the Newburyport Fire Department.
- I. All fire Department employees are required to participate in a mandatory paperless direct deposit program. The City will provide a computer, printer and all associated supplies at all stations so all employees will have online access to pay stubs.

- J. The City will reimburse firefighters all fees for required training and licensing upon copies of receipts presented to the Chief.

ARTICLE 25

SECTION I: HAZARDOUS MATERIALS & DECONTAMINATION

All firefighters covered by this Agreement shall receive an annual Haz-Mat & Decon, stipend of \$1,350.00 per year to be paid on the first pay period of February.

Training for all members of the Union for Hazardous Material emergency response shall be in accordance with 20 CFR 1910-20. The initial training requirement is 24 hours of certified training for a hazardous materials technician. In the event conditions dictate further training is needed, the City agrees to provide more specialized training in agreement with the Union at no expense to the employee.

SECTION II: HAZARDOUS MATERIALS INCIDENT

The following Agreement between the City and Union concerning issues affecting or pertaining to the terms, conditions and procedures concerning the participation of employees represented by the Union in providing emergency response and assistance locally and regionally to Hazardous Materials incidents.

This Agreement shall be in effect so long as the Regional Response Team is operated under the Agreement between the Commonwealth of Massachusetts and the City or until mutually modified by the parties.

- A. **SAFETY:** The City agrees to cooperate with the Union in an effort to provide aggressive measures regarding health and safety issues, with special attention to Hazardous Materials concerns to ensure the highest standards of health and safety in order to limit as much as possible the inherent dangers associated in the Fire Service.
- B. **TRAINING:** Only trained members of the Regional Hazardous Materials team shall provide emergency response and utilize equipment of such response. Training of members shall be in accordance with Massachusetts Fire Academy standards for Hazardous Material Technician (160 hours of training). The members of the Regional Hazardous Material Team shall maintain their level of efficiency by participating in classes, drills, and training exercises as established in the Standard Operating Procedures (herein after "S.O.P.'s") of the Regional Hazardous Material Team.
- C. **UNIFORMS:** The City shall replace all uniforms and personal clothing which may be damaged, destroyed or contaminated during the operation of the Regional Hazardous Material Team.

The City shall endeavor to ensure the highest level of employee protection and will upgrade and maintain protective equipment as technology provides for Hazardous Material intervention.

- D. STAFFING: The response for the Regional Hazardous Material Team shall be limited only to incidents to which the Regional Hazardous Material has been activated. The City shall release from Fire Duty any member of the Regional Hazardous Materials Team once the team is activated. The City shall replace any on-duty member who is released from duty dispatched to a Hazardous Material incident.
- E. REFUSAL OF ASSIGNMENT: No Hazardous Materials Team member shall be disciplined, denied pay, or retaliated against in any manner in the event the member refuses to perform or work assignment when the member believes a condition exists which is beyond the normal hazards inherent in the Fire Service, relative to hazardous material incidents. Specifically, but without limitation, the provisions shall apply to any Hazardous Material assignment where proper equipment or back up is not provided.
- F. COMPENSATION: The base rate of pay for all Hazardous Materials Team members who have successfully completed the prescribed 160 hour course set forth in the Hazardous Material S.O.P. shall be increased by 4% effective July 1, 1991.
- G. MAINTENANCE: The City shall insure that all equipment provided for Hazardous Material response is maintained and testing of that equipment to levels established by S.O.P. members of the Union shall not be responsible for routine maintenance unless trained and qualified to perform such maintenance.

ARTICLE 26

SECTION I: FIRE DISPATCHERS

- A. The city will maintain one (1) fire dispatcher per shift at fire headquarters at all times (For a total of four (4) dispatchers).
- B. Fire dispatchers will be hired from the ranks of call firefighters when available and qualified.
- C. Fire dispatchers will work under the supervision of the Fire Chief at fire headquarters.
- D. One (1) fire dispatcher will be assigned to each group and will work the same hours as their assigned group.
- E. The uniform policy will be the same as the firefighters.
- F. In the event that a dispatcher is out due to but not limited to, vacation, personal, sick, training or injury and one of the other three (3) dispatchers cannot be hired to fill said shift, the City will hire a full-time firefighter at his/her overtime rate as covered by Collective Bargaining Agreement.

- G. Fire dispatchers currently employed shall retain the vacation time they currently have and shall advance as per the next step of this Agreement. Any fire dispatcher hired after July 1, 2021 shall follow the vacation schedule of this Agreement.
- H. If a call firefighter is promoted to the position of a dispatcher, his/her pay will be that of a dispatcher according to appendix A. If no call firefighter accepts the dispatcher position the City will hire from the active civil service list. In this case the entry level pay for such position will follow these steps:

Start	76% of dispatchers salary
After 12 months	84% of dispatchers salary
After 18 months	92% of dispatchers salary
After 2 years	100% of dispatchers salary

- I. Fire dispatchers will not be eligible for any retroactive payments resulting from the execution of this agreement.

In making the transition from the AFSCME union to the IAFF union, it is the intent of all parties to preserve the existing compensation and benefits afforded to dispatchers unless otherwise provided for in this agreement. Corrective measures to address any inadvertent errors or omissions in making this transition shall be reviewed and agreed upon by both parties to this Agreement.

ARTICLE 27

SECTION I: LIGHT DUTY

In an effort to minimize overtime due to long term illnesses and/or injuries, the City and Union agree to the creation of a light duty policy. In the case of Newburyport Fire Department such light duty position will be the position of the fire dispatcher. In the event that it is determined that a firefighter will be out for a time period greater than 90 days, but is able to return to work in a light duty position, the city may allow the firefighter to swap positions with the most senior dispatcher within the department regardless of what shift he/she is assigned, provided that the firefighter is not taking medicine which impairs his/her performance, that the firefighter's injuries/illness does not limit his/her physical abilities and that the City is not contesting his/her IOD status.

Light duty may be required unless the firefighter is certified by a licensed physician to be unable to perform limited duties. Upon notification to the Chief of such certification of total incapacity, if the Chief disagrees, he/she may, at the City's expense, and within (7) calendar days, if possible, but in any event as soon after the seven (7) days as the doctor's schedule permits, provide for an examination and a medical report from a physician. The Chief shall furnish such report to the firefighter upon receipt.

In the event that the firefighter's physician disagrees with the findings of the City's physician, the two physicians shall designate a third neutral physician, with the expertise in the medical area of the firefighter's injury/illness, who within seven (7) days of the furnishing of the City's physicians report, or as soon thereafter as the physician's schedule permits, shall determine the firefighter's fitness for light

duty, and such determination shall be binding on all parties and shall not be subject to the grievance and arbitration provisions of this Agreement. The cost of the neutral physical shall be borne equally by the City and the firefighter.

In the event that a firefighter is temporarily assigned to the dispatcher position the following steps shall be followed:

Step 1 = Firefighter on light duty is temporarily assigned to the dispatching position on his/her shift

Step 2 = The senior dispatcher will be temporarily assigned to position vacated by the light duty firefighter.

Step 3 = The junior dispatcher will be assigned to wherever the dispatching vacancy exist.

Step 4 = If and when the light duty firefighter returns to full time status all personnel will return to their original shift.

If the firefighter, the City and the Union agree, the 90-day period can be waived.

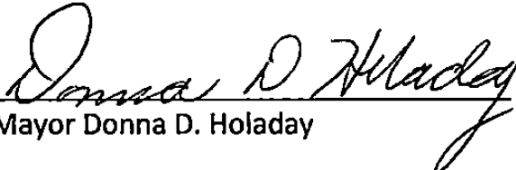
ARTICLE 28

SECTION I: DURATION OF AGREEMENT

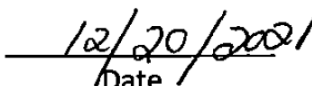
The duration of this Agreement shall be from July 1, 2021 to June 30, 2024. Either party wishing to terminate, amend, or modify this Agreement must so notify the other party in writing no more than one hundred and twenty (120) days and not less than sixty (60) days before the expiration date. Within five (5) days of receipt of such notification by either party, a conference call shall be held between the City and the Union Negotiating Committee for the purpose of such amendments, modifications, or terminations. Subsequent to the expiration of the Agreement and prior to the effective date of any new Agreement, all the conditions, benefits, and practices in existence during the term of the expired Agreement shall remain in full force and effect and will be continued without change.

IN WITNESS THEREOF, the City of Newburyport have caused this instrument to be executed and its corporate seal to be affix by Mayor Donna D. Holaday, Mayor, duly authorized by the City Council of the City of Newburyport as of the day and year first written and said Local 827, International Association of Firefighters, AFL-CIO, have caused this instrument to be signed by Kevin Parseghian, President, whereunto duly authorized as of this date and year first above-written.

FOR THE CITY:

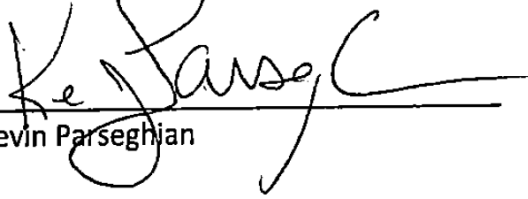


Mayor Donna D. Holaday



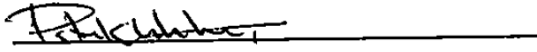
Date

FOR THE UNION:



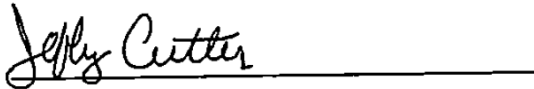
Kevin Parseghian

12-20-21
Date



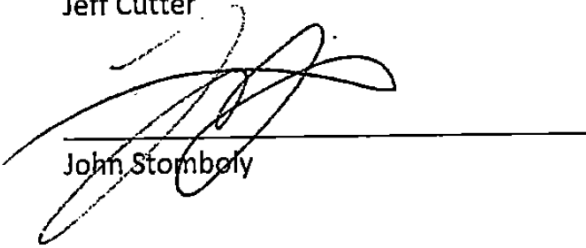
Patrick Whitney

12-20-2021
Date



Jeff Cutter

12-20-2021
Date



John Stomboly

12/20/2021
Date

APPENDIX A: PAY GRID

	Dispatcher	Firefighter	Lieutenant	Deputy Chief
FY2020	n/a	\$59,175.85	\$70,924.98	\$94,052.27
FY2021	n/a	\$60,359.37	\$72,343.48	\$95,933.32
FY2022	\$52,921.44	\$61,566.56	\$73,790.35	\$97,851.99
FY2023	\$54,519.67	\$63,425.87	\$76,018.82	\$100,807.12
FY2024	\$56,444.21	\$65,664.80	\$78,702.28	\$104,365.61

APPENDIX B: LETTER OF AGREEMENT (MAYOR ALAN P. LAVENDER)

December 5, 2003

This side letter of agreement between the City of Newburyport, through it's designated exclusive representative, MAYOR ALAN P. LAVENDER, and LOCAL 827, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO for the exclusive purpose of 24 HOUR SHIFTS, we are agreeing that commencing on January 1, 2004 we will change our current working schedule as stated in the Collective Bargaining agreement effective July 1, 2003- June 30, 2006, after completing a one year trial period as agreed upon on October 31, 2003, Article 19, Section 1, which currently states, "The regular work week shall consist of (10) hour days and (14) hour nights. The starting and finishing times shall be 08:00 a.m. to 6:00 p.m. and 6:00p.m. to 8:00 a.m. The forty-two (42) hour work week per Plan C shall remain in effect.

Specifically, the average work week of employees covered by this agreement shall be forty-two (42) hours. The normal tour of duty with this change shall be, twenty-four hours (24) on, twenty-four (24) hours off, twenty-four (24) hours on and five (5) days off. Repeating itself on an eight (8) day cycle.

For the purpose of accrual of sick leave, each 24 hour tour of duty shall equate to two sick leave days consisting of a 10 hour day, and a 14 hour night, notwithstanding anything to the contrary in Article 12, section 1, Sick Leave, of the Collective Bargaining Agreement.

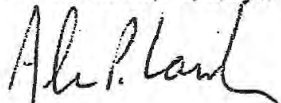
A 24 hour tour is a day and a night. A day and a night off sick, is two days sick.

A 24 hour tour shall equate to two Personal days.

For the purpose of Death Leave, a 24 hour tour is a day and a night. An employee is entitled to 4 consecutive days off broken down into 10 or 14 hour tours. Notwithstanding anything to the contrary in Article 12 section 2: Death Leave. Example: 10 hour day, 14 hour night, 10 hour day, 14 hour night.

For the purpose of vacation, each 24 hour tour shall be divided into a 10 hour day shift and a 14 hour night shift. One week of vacation will consist of two- twenty four hour tours, or further broken down to be two 10 hour days and two 14 hour nights. Notwithstanding anything to the contrary in Article 9, Section 1, Vacations. Of the Collective Bargaining Agreement. No other sections of this current contract are negotiable.

City of Newburyport
Alan P. Lavender, Mayor



Newburyport Firefighters
Local 827
Kevin Parseghian, Pres.

APPENDIX C: LETTER OF AGREEMENT (MAYOR LISA MEAD)



CITY OF NEWBURYPORT

OFFICE OF THE MAYOR

**LISA L. MEAD
MAYOR**

**NEWBURYPORT CITY HALL
60 PLEASANT STREET
NEWBURYPORT, MA 01950**

TEL: 978-465-4413

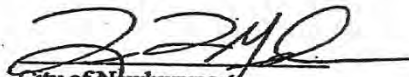
FAX: 978-465-4402

Letter of Agreement

The Agreement made by and between the City of Newburyport (the CITY) and the Local 827 IAFF, AFL-CIO (the UNION) on this the 29th day of August, 2000. The CITY and UNION hereby agree to dismiss the arbitration, Case # 11-390-02007-99 02 SIB, concerning minimum manning in exchange for the Article 11, Section IB of the contract between the CITY and the UNION dated as of July 1, 2000.

The UNION shall forthwith send a notice of withdrawal to the A.A.A., upon funding of the contract, so as to avoid a postponement fee.


President
IAFF Local 827


City of Newburyport
By Its Mayor, Lisa L. Mead