July 1, 2011 - June 30, 2014

AGREEMENT

CITY OF NEWTON

AND

LOCAL 863

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

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APPENDIX

This AGREEMENT by and between the CITY OF NEWTON (hereinafter referred to as the "CITY") and the Local 863, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF), (hereinafter referred to as the "ASSOCIATION") is designed to maintain and promote a harmonious relationship between the CITY OF NEWTON and such of its employees as are within the provisions of this contract, in order that a more efficient and progressive public service may be rendered.

ARTICLE I
RECOGNITION AND BARGAINING UNIT

1.01 The CITY recognizes the ASSOCIATION as the sole and exclusive bargaining agency of the uniformed members of the NEWTON FIRE DEPARTMENT including uniformed members, the Wire Department, the Fire Alarm Operators and Mechanics excluding the Chief of the Fire Department, the Administrative Assistant to the Chief (operations officer), and all other employees of the CITY for the purpose of collective bargaining with respect to wages, hours and other conditions of employment.

ARTICLE II
DUES AND AGENCY SERVICE FEE

2.01 Pursuant to the provisions of General Laws, Chapter 180, Section 17A, accepted by the CITY, ASSOCIATION dues shall be deducted by the CITY weekly from the salary of each employee who voluntarily executes and remits to the CITY a form of authorization for payroll deduction of ASSOCIATION dues, initiation fee and assessments. Such authorization may be withdrawn by the employee by giving at least sixty (60) days' notice in writing to the CITY and by filing a copy thereof with the Treasurer of the ASSOCIATION. Transmittal of said dues deducted shall be made to the ASSOCIATION Treasurer within five (5) working days after the week in which dues are deducted; provided that the CITY Treasurer is satisfied by such

evidence as he/she may require that the Treasurer of the ASSOCIATION has given to the ASSOCIATION a bond, in a form approved by the Commissioner of Corporations and Taxation, for the faithful performance of his/her duties in a sum and with such surety or sureties as are satisfactory to the CITY Treasurer.

2.02 The following authorization of dues form shall be used:

Authorization for Payroll Deduction

By: _____

Last Name First Name Middle Name

To: _____

Employer Department

Effective: _____

Date

I hereby request and authorize you to deduct from my earnings once each week an amount established by the ASSOCIATION as dues. The amount deducted shall be paid to the Treasurer of the ASSOCIATION.

The authorization shall continue for a period of one (l) year from the date hereof or until the termination of this AGREEMENT (whichever occurs first) and shall be automatically renewed for successive periods of one (l) year unless written notice of revocation is given by me to you in writing. Upon the receipt whereof this authorization shall expire sixty (60) days thereafter.

Signed _____

2.03 The CITY shall require of employees who do not choose to become or remain members in good standing at the ASSOCIATION, as a condition of continued employment during the life of the collective bargaining agreement, the payment on and after the thirtieth day

after employment or the effective date of this collective bargaining agreement, whichever is later, of an agency service fee to the ASSOCIATION in an amount proportionately commensurate with the cost of collective bargaining and contract administration, which fee shall not exceed the ASSOCIATION'S periodic dues structure. Upon employee execution of a payroll deduction form pursuant to the terms of Massachusetts General Law, C. 150E, Section 12, the CITY periodically shall deduct from the wages of said employee and forward directly to the Treasurer of the ASSOCIATION that employee's service fee.

ARTICLE III
SENIORITY

3.01 Seniority shall be applicable only within each classification and shall commence from the date of appointment as a regular full-time member of the NEWTON FIRE DEPARTMENT. Officers entering on the same date shall have seniority on the basis of their position on the Civil Service list.

3.02 Seniority shall not be broken by vacation time, sick time, injury leave, temporary lay-off or leave of absence as defined in this AGREEMENT.

3.03 Seniority shall be broken by resignation or termination for just cause.

3.04 Seniority shall be applicable in the event of a reduction in force, lay-off, recall or abolition of positions. Lay-off will be in inverse order of seniority and recall will be in order of seniority.

ARTICLE IV
SPECIAL LEAVE

4.01 Interpretation - Special Leave shall mean that period of time for which an employee shall be entitled to receive compensation during absence from work because of

personal sickness or injury, the illness or injury of certain members of his/her family, certain religious observances, or personal business in accordance with this Article.

4.02 Amount of time allowed - Every employee during the first year of his/her employment shall be entitled after two (2) months of continuous service, to special leave at the rate of three-quarters (3/4) of one - 24 hour tour for each five (5) weeks of service completed after the expiration of such two (2) months. After one (1) full year of employment he/she shall be entitled to special leave for a period of not exceeding seven and one half (7.5) - 24 hour tours in each calendar year; provided, that for the calendar year in which the first full year of his/her employment is completed the total allowable special leave shall not exceed seven and one half (7.5) - 24 hour tours.

4.03 Use of special leave for personal illness – An employee shall be entitled to use special leave to the full extent of his/her accumulation during absence from work because of sickness or injury of the employee in accordance with this Article.

4.04 Notification of Fire Chief or Designee when absence due to Sickness or Injury Occurs - When an employee of the CITY is absent from his/her duties on account of disability because of sickness or injury he/she shall promptly notify the Fire Chief or his/her designee, and it shall be the duty of the Fire Chief or his/her designee promptly to notify the City Physician and the Comptroller of Accounts of such absence. During such absence no salary or wage shall accrue to such employee except during periods of authorized special leave in accordance with this Article.

4.05 Special leave not allowed in certain cases – no person shall be entitled to any compensation or benefits under this Article for any period of disability resulting in whole or in part from any of the following:

(a) The voluntary use of intoxicating liquor, drugs or narcotics.

(b) Self-inflicted injuries other than accidental.

(c) Injuries sustained while engaged in or resulting from or arising out of the commission by such person of a felony or of a misdemeanor involving moral turpitude.

(d) Injuries sustained while engaged in or resulting from or arising out of the violation of any lawful rule or regulation of the Fire Department.

(e) Injuries sustained as a result of reckless, improper or vicious conduct or illegal or immoral practices.

4.06 Use of Special Leave to Attend to Ill Member of Family - Every member of the bargaining unit set forth in Article I shall be entitled to use special leave to the extent of seven and one half (7.5) - 24 hour tours per year during required absence from work because of the illness of the employee's spouse, children, or parents residing in the same household of the employee. If the employee has children of a prior marriage, or blood relative parents who do not reside in the same household, the employee will when reporting off duty, inform the Department at which address and telephone the employee will be located because of the employee's required absence from work.

"Required absence" is defined as requiring the personal attendance of the employee for the personal care of the seriously ill member and the unavailability of any other adult family member.

"Required absence" also will constitute the employee's need to provide childcare for one (1) scheduled 24 hour tour of duty upon the employee's spouse's emergency hospitalization for the purpose of giving childbirth.

The City may require a medical certificate setting forth the nature of the illness and certifying the need of the employee to remain at home.

"Illness" is defined as one requiring the immediate and continuous availability of an adult person to furnish necessary care.

4.07 Approval of City Physician required - No salary or wage shall accrue to any employee under Section 4.03 or Section 4.06 of this Article unless the City Physician shall find that the absence of such employee from duty is justified by reason of sickness or injury.

(a) The Fire Chief, in his/her discretion, may decide that an employee's receipt of compensation for a sick leave absence will be subject to City Physician approval (the Section 4.07 process). The Chief must have legitimate reasons (such as reason to believe that an employee is abusing sick leave or using an excessive amount of sick leave) for subjecting an employee to the Section 4.07 process.

(b) If the Chief decides to subject an employee's entitlement to compensation to City Physician approval and/or if the City Physician denies such compensation in any given instance, imposition of the City Physician approval process and/or withholding of compensation based upon City Physician's lack of approval shall be subject to expedited arbitration.

(c) If the parties are unable to agree upon an arbitrator, they shall use the expedited procedures of the American Arbitration Association to select the neutral arbitrator. The arbitration hereunder shall be expedited, with immediate submission of the dispute to the Arbitrator (no requirement to use pre-arbitration grievance steps), with agreement to expedite scheduling, and to complete the case in one (1) day, inclusive of submission by oral argument in lieu of written briefs.

4.08 Use of special leave for personal business – Employees shall be allowed annually one (1) 24 hour tour of duty, in any combination of one ten hour day and one fourteen hour night tours as personal leave with pay and without benefit loss. Employees must provide the

department with two (2) hours notice of their intention to take a personal leave. Employees shall not be required to provide the department with reasons for personal business leave. Personal Business Leave will not be granted during either the ten (10) week summer vacation period, or on Christmas Eve or New Years Eve, or on contractually established holidays. In the taking of personal business leave, the maximum number of employees allowed to take such leave during any tour is one (1) employee for each piece of equipment, except a maximum of two employees on a ladder company can take such leave during any tour provided that the total number of employees on such leave does not exceed the number of pieces of equipment.

Effective January 1, 1998, an employee can elect to split his/her personal business leave entitlement into two (2) shifts as follows: One (1) ten (10) hour day component and one (1) fourteen (14) hour night component. Employees may also take two (2) ten-hour day shifts off for personal business leave.

4.09 Accumulation of time - unused portions of special leave shall be cumulative and such unused special leave, except during the first year of employment, shall be calculated as of January first each year. Unused special leave will not be available for use or payment in cash upon termination of employment but shall continue to be available upon an employee's transfer to another position in the same or another City of Newton department. An employee who is laid off or resigns under conditions that are not discreditable to him/her shall, if re-employed within twelve (12) months, have available any unused special leave accumulation existing at the time of his/her separation.

4.10 Leave obtained contrary to provision of this Article - Any employee who shall be found by the Mayor, after a hearing, to have obtained special leave pay contrary to this Article,

or through any misrepresentation by him/her or by any other person in connivance with him/her, shall not be entitled to the benefit of this Article for a period of one (1) year after such finding.

4.11 At employee option, light duty will be made available to an employee who has suffered an off the job long-term illness or injury provided all of the following criteria are met:

(a) The employee has been on special leave for a minimum of at least thirty (30) days and has a minimum of ten (10) 24 hour special leave days or twenty (20) group five special leave days accumulated in his/her special leave bank, at the start of assignment to light duty from special leave, prior to invoking the above option. The Chief of the Fire Department shall have the discretion to waive any and or all of the requirements of this paragraph, taking into consideration the needs of the employee and the Fire Department.

(b) The employee provides the fire chief with the appropriate medical documentation clearly stating that the employee is temporarily restricted from performing the full, regular duties of a firefighter, but he/she is medically capable of performing light duty work (EX. Answering telephones, clerical duties etc.).

(c) The employee on light duty shall work the current day schedule applicable to headquarters under Article XXI, 21.01 a.

(d) An employee who options to work on light duty shall agree that the illness or injury for which he/she is returning from special leave cannot be converted to injury leave under M.G.L. c. 41, §§ 100 and 111F, due to any aggravation or exacerbation to the specific injury or illness caused by or during light duty placement.

(e) No employee shall be allowed under this provision to have his/her light duty assignment extend beyond one hundred and eighty (180) days. The Chief of the Fire Department may, at his discretion, extend this period, taking into consideration the needs of the employee and the Fire Department. However, any extension granted under this paragraph shall not count against the one (1) employee limitation set forth in paragraph f, below.

(f) One (1) employee at a time shall be allowed to option for assignment to light duty from special leave. The Chief of the Fire Department may, at his discretion, allow more employees to option for light duty from special leave, depending on the needs of the employees and the Fire Department.

ARTICLE IVA
BEREAVEMENT LEAVE

4A.01 An employee shall be entitled to paid bereavement leave during absence from work for a period not exceeding five (5) days, or two (2) 24 hour tours, due to the death of a parent, step-parent, husband, wife, child, step-child, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, brother-in-law or sister-in-law. Every such absence shall be approved and certified to by the Fire Chief.

ARTICLE IVB
INJURED LEAVE - LIMITED DUTY/LIMIT ON ANNUAL COMPENSATION

4B.01 Injured Employees - Whenever a firefighter is incapacitated for duty because of injury sustained in the performance of his/her duty without fault of his/her own, or a firefighter assigned to extra paid details pursuant to Article XXXIII, whether or not he/she is paid for such duty by the CITY is so incapacitated because of injuries so sustained, he/she shall be granted leave without loss of compensation or benefits in accordance with present practice for the period of such incapacity; provided that no such leave shall be granted for any period after such firefighter has been retired or pensioned in accordance with law or, subject to the provisions of Section 4B.05, for any period after the City Physician determines that such incapacity no longer exists. Prior to a firefighter's removal from injured leave, the firefighter shall be granted an expedited due process hearing before the Chief or his/her designee.

4B.02 Subject to the provisions of Section 4B.03, and 4B.05, no such paid leave shall be granted or continued for any period of time after (a) the City Physician determines that the firefighter is capable of performing limited Fire Department duties on either a full-time or less

than full-time basis; (b) the Chief determines that a position is available for which the firefighter is capable of performing, and assigns him/her to fill the position; or, (c) the firefighter fails to perform the prescribed duties within the range of the "Limited Duty Tasks" hereinafter set forth.

4B.03 Limited Duty Tasks - Subject to the provisions of Section 4B.05, the Chief may assign firefighters subject to this Article to duties which are the responsibility of the Fire Department and, the Chief may change or terminate such assignment.

4B.04 When a firefighter is incapacitated for duty because of injuries sustained in the performance of his duty without fault of his own, he shall promptly notify the Chief or such person as the Chief shall designate and shall be provided or shall seek appropriate medical attention pursuant to the following:

In the event of severe injury requiring immediate, emergency medical attention, the employee shall be transported to an appropriately credentialed emergency medical facility, considering the nature of the injury.

If the injury is not of a severity requiring such immediate emergency medical attention, the employee can elect to go to Kadre Health Solutions, Inc., 220 Reservoir Street, Needham, MA 02494, or to the employee's health care provider. If the employee goes to his/her health care provider he/she shall report this to the injured employee's immediate on duty officer/senior man/woman.

The injured employee's immediate on duty officer/senior man/woman shall investigate the cause of injury and shall submit a report, including witness statement, if available, to the Chief of Department. The injured employee, when able to do so, shall submit a written report to the Chief of Department detailing exactly how the injury occurred.

If the fire employee is unable to report back to duty, he/she will notify the on duty deputy chief who shall record the employee as "sick" on the daily lineup, pending determination of eligibility for injury status. Disputes over whether an employee is eligible for injury leave shall be handled in an expedited manner. The Chief of Department, or his/her designee, upon receiving an employee's injury report and medical documentation from the treating health care provider or health at work, for a non-severe, non-transported injury, shall contact the fire employee and the union president to inform the fire employee of the determination of injury leave. If the fire employee's injury leave is disputed, the Chief of Department will convene a meeting, within seven (7) business days of the receipt fire employee's injury report and medical documentation submission as referenced above, between the Chief of Department, and/or his/her designees, and the ASSOCIATION President, and or his/her designees, and the injured employee, if able to attend, to expedite determination of the fire employee's injury leave. The injured employee must provide the union with a written release authorizing the union to meet with the Chief to discuss his medical documentation as provided above.

Prior to returning to full duty, the employee must submit medical documentation to the City Physician. If the City's Physician disagrees with the employee's medical provider that the firefighter can return to the full duty, the dispute resolution process set forth in Section 4B.05 shall be followed.

4B.05 In the event that the firefighter's physician and the City Physician disagree as to the firefighter's ability to perform limited or less than full duty, the Director of Human Resources shall arrange for an examination of the firefighter by a physician selected from a pool of a minimum of five (5) physicians previously agreed upon by the ASSOCIATION and the City. Said physician shall be selected by either a representative of the ASSOCIATION or by a

representative of said Director of Human Resources by lottery system. Such designated physician will examine the firefighter and render a written opinion as to whether or not the incapacity continues to exist in relationship to the firefighter's ability to perform the limited duty tasks as assigned to such employee by the Chief. The inquiry to the neutral physician will be in written submission sufficiently descriptive of such assignment and agreed upon by the ASSOCIATION and by the CITY. The determination of the neutral physician will be binding upon the firefighter involved, upon the ASSOCIATION and upon the CITY. Pending receipt of the neutral physician's determination, the firefighter will continue to be granted leave without loss of compensation or benefits in accordance with present practice.

4B.06 The term "compensation or benefits" as used herein will be interpreted and applied so that a firefighter will not receive in excess of the annual compensation and benefits to which he would have been entitled had he not been on injured leave; provided, however, that if the firefighter returns to work prior to the end of a given calendar-vacation year with all or some of that year's vacation entitlement remaining unused, then, the firefighter can take such unused paid vacation leave during such remaining portion of such vacation year subject to normal vacation scheduling policies. If a firefighter returns to work within five calendar weeks prior to December 31, he/she may take any vacation entitlement during the period up to December 31, notwithstanding any policy to the contrary. Such vacation leave cannot be carried over to any succeeding vacation year.

ARTICLE V
GRIEVANCE PROCEDURE AND ARBITRATION

5.01 The term "grievance" shall mean only an alleged violation by the CITY in interpretation or application of one or more specific clauses of this AGREEMENT.

STEP 1 - The grievance shall be presented orally to the employee's or employees' Commanding Officer, if other than his/her immediate superior, within thirty (30) calendar days of the occurrence of events giving rise to the grievance or, within thirty (30) calendar days of the time the affected employee(s) should have been aware of such, whichever time period is later and the Commanding Officer shall attempt to adjust the grievance informally. A written report of the Commanding Officer's decision resolving the grievance shall forthwith be made to the Chief of the Fire Department through his/her Division Commander. If within five days (5) from the receipt thereof the Chief of the Fire Department does not overrule or modify said decision, it shall stand. If it is modified or overruled by the Chief of the Fire Department his/her decision shall be subject to the remaining provisions of this Article.

STEP 2 - If the grievance is not resolved at STEP 1 within six (6) working days, the grievance shall be submitted in writing to the Chief of the Fire Department by the employee and the ASSOCIATION. A meeting between the Chief of the Fire Department and/or his/her designated representative and the Grievance Committee of the ASSOCIATION shall be held within seven (7) days after referral to the Chief of the Fire Department to discuss the grievance. If not satisfactorily adjusted at this meeting, the Chief of the Fire Department shall give his/her written answer with specifications of grounds within seven (7) days of the meeting. Written submission of grievances at STEP 2 shall be in not less than triplicate, on forms to be agreed upon jointly, and shall be signed by the representative of the ASSOCIATION filing the grievances. If a grievance is adjusted at STEP 2 of the grievance procedure, the adjustment shall be noted on the grievance form and shall be signed by the Chief of the Fire Department or his/her representatives and the ASSOCIATION representatives reaching the adjustment. If a decision satisfactory to the ASSOCIATION at any level of the grievance procedure is not implemented

within a reasonable time, the ASSOCIATION may invoke STEP 2 or STEP 3 of the grievance procedure, as the case may be. If the CITY exceeds any time limit prescribed at any step in the grievance procedure, the grievant and/or the ASSOCIATION may invoke the next step of the procedure. The ASSOCIATION shall be notified in writing of all grievances filed by employees covered by this AGREEMENT, all grievance hearings and all determinations. It shall have the right to have representative present at any grievance hearing and shall be given no less than forty-eight (48) hours' notice, unless waived by the ASSOCIATION.

STEP 3 - If the grievance is not resolved at STEP 2 within the time prescribed, the ASSOCIATION may submit the grievance to the Director of Human Resources, the designee of the Mayor. Such submission must be made in writing within five (5) days after the expiration of the time set forth for a written answer from the Chief of the Fire Department. Said submission shall be submitted in writing to the Director of Human Resources, the designee of the Mayor by the employee and the ASSOCIATION. A meeting between the designee of the Mayor and the Grievance Committee of the ASSOCIATION shall be held within ten (10) days after referral to the Mayor to discuss the grievance. The Mayor shall give his/her written answer within seven (7) days of the meeting.

5.02 Arbitration - If the grievance is not resolved at STEP 3, the ASSOCIATION or the CITY may submit the grievance to arbitration. Such submission must be made within thirty (30) days after the expiration of the seven (7) working days referred to in STEP 2. Said submission shall be made to the American Arbitration Association in accordance with its rules and regulations and a copy thereof shall be given to the CITY by delivery in hand or by mail, postage prepaid, addressed to the Chief of the Fire Department or the ASSOCIATION. The arbitrator shall be without power to alter, add to or detract from the language of this

AGREEMENT. He/she shall have no power to recommend or order any right or relief for any period of time prior to the effective date of this AGREEMENT. He/she shall submit in writing his/her 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. The fees and expenses of the arbitrator shall be shared equally by the parties.

The appearance of any employee at the arbitration hearing shall not result in any loss of pay to said person. The schedules of night persons whose appearance is required at the hearing shall be adjusted by the Chief of the Fire Department to permit said appearance.

5.03 Nothing in this AGREEMENT shall be so construed as to abridge the rights of any individual employee or group of employees to present grievances directly to the CITY under this AGREEMENT proceeding. The President of the ASSOCIATION shall be notified in writing immediately of the initiation of and the proposed disposition of any such grievance and upon request shall be given an opportunity to confer with the CITY concerning the proposed disposition.

5.04 Employees shall not be disciplined, suspended, dismissed, removed or terminated except for just cause. Any dispute relative to such matters may be appealed either through the contractual grievance and arbitration procedures, or to the Civil Service Commission; provided, the affected employee submits a written election of procedures within two weeks of the imposition of the discipline. Notwithstanding any other provision of this AGREEMENT, any matter which is subject to the jurisdiction of any Retirement Board established by law shall not be a subject of grievance or arbitration. It is understood and agreed that the ASSOCIATION

shall have the right to represent any employees covered by this AGREEMENT in any Civil Service or Retirement Board hearing or proceeding.

The CITY and the ASSOCIATION reserve the right to stop procedure at any step on any grievance initiated by them.

ARTICLE VI
MANAGEMENT RIGHTS

6.01 Except where such rights, powers, and authority are specifically relinquished, abridged, or limited by the provisions of this contract, the CITY has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it, and except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this contract, it shall have the sole rights, responsibility and prerogative of management of the affairs of the CITY and direction of the working forces, including but not limited to the following:

(a) To determine the care, maintenance and operation of the equipment and property used for and on behalf of the purposes of the CITY.

(b) To establish or continue policies, practices and procedures for the conduct of the CITY business and, from time to time, to change or abolish such policies, practices or procedures.

(c) To select and to determine the number and types of employees required to perform the CITY's operations.

(d) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the CITY, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.

(e) To insure that related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.

(f) To establish, continue and/or change policies and/or regulations pertaining to standards for hiring and enforcement thereof.

The foregoing is not to be regarded as a waiver by the ASSOCIATION of its rights under M.G.L. c. 150E.

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.

ARTICLE VII
NO STRIKE CLAUSE

7.01 The ASSOCIATION, its officers and members agree to comply with the provisions of M.G.L. c. 150E, Section 9A(a), which states: "No public employee or employee organization shall induce, encourage or condone any strike, work stoppage, slowdown or withholding of services by such public employees."

ARTICLE VIII
STABILITY OF AGREEMENT

8.01 No amendment, alteration or variation of the terms of provisions of this AGREEMENT shall bind the parties hereto unless made and executed in writing by the parties hereto.

8.02 The failure of the CITY or the ASSOCIATION to insist, in any one or more situations, upon performance of any of the terms or provisions of this AGREEMENT, shall not be considered a waiver or relinquishment of the right of the CITY or of the ASSOCIATION to future performance of any such term or provision, and the obligations of the ASSOCIATION and the CITY to such future performance shall continue.

ARTICLE IX
SEPARABILITY

9.01 If any Article or Section of this contract or of any amendments thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a

final determination as to its validity, the remainder of this contract and of any amendment thereto, or the application of such Article or Section 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.

ARTICLE X
GENERAL

10.01 The parties acknowledge that during negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this AGREEMENT.

10.02 Therefore, the CITY and the ASSOCIATION, for the duration of the term of this AGREEMENT, or any extension thereof, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this AGREEMENT, or with respect to any subject or matter not referred to specifically even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this AGREEMENT.

ARTICLE XI
FAIR PRACTICES

11.01 As sole collective bargaining agent the ASSOCIATION will continue its policy of accepting into voluntary membership all eligible persons in the unit without regard to race, color, creed, national origin, sex or marital status. The ASSOCIATION will represent equally all persons without regard to membership, participation in or activities in the ASSOCIATION.

11.02 The CITY agrees to continue its policy of not discriminating against any person on the basis of race, creed, color, national origin, sex, marital status or participation in or association with the activities of the ASSOCIATION.

11.03 Provided that the following criteria are complied with by the CITY, employment decisions and practices of the CITY made pursuant to or in compliance with requirements of any State or Federal Agency will not be considered a violation of its Agreement: the ASSOCIATION will be given notice by the CITY of CITY involvement in any such agency proceeding; the CITY will advocate the propriety of Local participation in any such agency proceeding; and, after any such agency decision, the CITY will give the ASSOCIATION notice of the CITY's contemplated implementation of any such decision and the CITY will give the ASSOCIATION an opportunity to negotiate regarding the impact upon the contractual bargaining unit of such implementation prior to such implementation.

ARTICLE XII
LEAVE OF ABSENCE WITHOUT PAY

12.01 Leave of absence for limited periods not to exceed ninety (90) days may be granted for any reasonable purpose and such leaves may be extended or renewed for any reasonable period. Reasonable purpose in each case must be agreed upon by the ASSOCIATION and the Chief of the Fire Department.

ARTICLE XIII
RETIREMENT AND DEATH BENEFITS

13.01 Whenever an employee is terminated by retirement under the General Laws of the Commonwealth of Massachusetts or death, without his/her having exhausted his/her accumulated special leave he/she, or in the case of his/her death, his/her estate, shall be paid at the regular rate of compensation payable to him/her at the time of such retirement or death, an

amount equal to sixty percent (60%) of such accumulated special leave; provided, that no payment under this Article shall exceed six thousand dollars ($6,000.00).

ARTICLE XIV
HOSPITALIZATION AND MEDICAL PROGRAM

14.01 The CITY will provide group health coverage with schedule of benefits or its equivalent for all eligible families and individuals that is currently in effect. The CITY will pay 80% of the premiums or costs of all health plans. However, effective July 1, 2011 there will be:

(a) 75% contribution for all new employees;

(b) Mandatory mail-order for all maintenance medications;

(c) Specialist office visits- new $35 co-pay/visit;

(d) Outpatient day surgery- new $100 co-pay/visit;

(e) Deductible of $250 (individual) / $500 (family), with an annual out-of-pocket max of $1,000 (individual) / $2,500 (family);

(f) Physician office visits increase of $5, from $15/visit to $20/visit;

(g) Preventative care: $0 co-pay;

(h) Emergency Room co-pay increase of $50/visit to $100/visit; and

(i) 30-day prescription drug co-pay increase to:

Tier 1: $15.00
Tier 2: $30.00
Tier 3: $50.00

(j) Lump sum payment of $700 upon implementation of the health insurance changes, added to the employees' base wages on July 1, 2012.

(k) A one-time payment of $500 to current subscribers of the POS individual plan, a one-time $1,000 payment to current subscribers of the POS family plan to switch to an EPO or HMO plan by August 1, 2011 and for the duration of this Agreement.

Effective July 1, 2012, the POS flat rate shall equal the HMO rate, and the City shall introduce a limited network plan working through the Insurance Advisory Committee.

ARTICLE XV
TIME OFF - ASSOCIATION BUSINESS

15.01 All employees covered by this AGREEMENT who are officers of the ASSOCIATION, or who are appointed by the ASSOCIATION as members of said ASSOCIATION Collective Bargaining Negotiating Team (not to exceed more than five (5) members at any one time) shall be allowed time off for ASSOCIATION business concerning negotiation, conferences with the CITY administration or the Chief of the Department, without loss of pay or benefits and without the requirement to make up a said loss of time.

ARTICLE XVI
PROMOTIONS

16.01 All promotions within the Fire Department to the rank of Deputy Chief shall be made as a result of competitive examination given and granted by the Commonwealth of Massachusetts Human Resource Division and shall be subject to all laws thereto.

16.02 As far as possible, the CITY shall continue to anticipate and plan for filling vacancies in officers ranks and shall endeavor to have a promotion list available. The CITY shall continue to make promotions as soon as practicable after a vacancy occurs.

16.03 As far as possible, the CITY shall continue to anticipate and plan for filling vacancies in the rank of firefighter.

ARTICLE XVII
EXCHANGE

17.01 A uniformed member of the Department shall be permitted to exchange or substitute time with members on the basis of a firefighter for a firefighter and an officer for an officer. The exchange shall be permitted when approved by the officers in command of the

stations unless otherwise determined by the Chief. The Deputy Chief may only exchange with a Deputy Chief. The exchange of a Captain or Deputy Chief must be approved by the Chief or the Acting Chief.

17.02 It is understood that whatever practice may have developed prior to the issuance of the JLMC Award 91-19F, dated October l, 1993, with respect to the interpretation and administration of this Article may not be used in the future as a precedent adverse to the Chief or his/her designees in applying this provision. It is understood further, however, that such requests will not be denied unreasonably.

17.03 Upon the approval of either the Station Captain or a Company Officer in charge of the affected company on a given group, an employee can exchange any period of time on any given shift.

ARTICLE XVIII
OVERTIME

18.01 All members covered under the terms of this AGREEMENT who are called back at the request of the Chief of the Department or the Acting Chief of the Department shall be guaranteed a minimum of four (4) hours of overtime.

18.02 All members of the ASSOCIATION shall receive time and one half overtime for all hours worked over forty-two (42) hours per week.

18.02a Members of the ASSOCIATION employed in the Fire Alarm, Wire Department and Mechanics shall receive time and one half overtime for all hours worked over forty (40) hours per week.

18.02b Members of the ASSOCIATION employed in the Fire Prevention, Training Division, Storekeeper, and Communications Officer shall receive time and one half overtime for all hours worked over forty (40) hours per week.

18.03 Allocation of overtime assignments will be made on an equitable basis in the following manner starting on: January 1, 2013. Overtime will be run starting in order of seniority, kept track of by hours, and will reset every two (2) years from a Master Schedule, which will be made available to the ASSOCIATION upon request. The Master Schedule shall consist of two (2) separate department-wide lists, one for firefighters and one for officers of the Department, except the Chief and Deputy Chiefs. Notwithstanding the above overtime distribution method, the ASSOCIATION and the FIRE DEPARTMENT may negotiate a standby list policy.

18.03a Firefighters and Officers overtime eligibility shall go in order of the master schedule list and extend to any working group and working shift, notwithstanding 18.03c.

18.03b A Vacant officer position shall be filled with an officer on overtime unless the current minimum on duty manning complement in suppression allows a firefighter to fill the officer position with no overtime hired. An officer will not be assigned to fill a firefighter's position. Inter-station details of firefighters shall be made where necessary to fill an officer's position.

18.03c Assignments of overtime to firefighters and officers shall be filled according to the overtime list with the understanding that no firefighter or officer shall work more than thirty eight (38) consecutive hours unless ordered or authorized by the Chief of Department.

18.03d Firefighter and officer lists, for all hours worked, shall show the date of call and the response as to whether the person called refused overtime, did not answer the phone, was sick or on vacation. The following reasons, however, shall not constitute a refusal: no answer of the telephone, person on vacation, person on sick or injured leave, person who has worked a

double shift, and person who is given less than twenty-four (24) hours notice prior to having to work the overtime assignment.

18.04 An employee's entitlement to participate in overtime opportunity distribution in a given fiscal year (July - June) will be conditioned upon that employee's not having been absent on non-job related, sick leave in excess of four (4) separate occasions in the immediately preceding fiscal year (July - June). For purposes of this provision, the term "occasion" references the number of blocks of regularly scheduled work tours missed by an employee because of such sick leave. Each such block of sick leave absence can include one (1) or more absences from one (I) or more consecutive regularly scheduled tours of duty. By way of illustration only, an employee, in one (1) fiscal year, can be absent on four (4) separate occasions, each such occasion encompassing absences from one (1) or more consecutive regularly scheduled work tours, and such employee will remain entitled to overtime opportunities in the immediately succeeding calendar year. If, however, that employee is absent on one (1) further occasion, i.e., the fifth (5th) occasion, encompassing only an absence from one (1) regularly scheduled work tour, then such employee will not be entitled to overtime opportunity in the immediately succeeding fiscal year.

This provision is intended to curb suspected abuse of sick leave. Therefore, in the event of extenuating circumstances, an employee absent on sick leave for more than four (4) occasions in one (1) fiscal year will not be barred from receipt of overtime opportunities in the immediately succeeding fiscal year. For purposes of implementing this provision, Appendix D defines the current policies in effect since August of 1995.

ARTICLE XIX
LEAVE FOR DELEGATES

19.01 The CITY agrees to provide for leave of absence without loss of pay or benefits for authorized delegates duly elected to represent the ASSOCIATION at the State Convention of P.F.F.M. and the I.A.F.F. Convention. This section shall allow four (4) men/women time off for the P.F.F.M. Convention and two (2) men/women time off for the I.A.F.F. Convention.

19.02 Either the President or Vice President of the ASSOCIATION will be allowed leave from the regularly scheduled tour of duty involved without loss of pay or benefits to attend the monthly meetings of the Professional Firefighters of Massachusetts. The procedure for the taking of such leave is to be agreed upon by the ASOCIATION and the City and is to be codified in a letter exchanged between the parties.

ARTICLE XX
HOLIDAYS

20.01 The current CITY policy providing for holiday pay for the following holidays shall remain in full force and effect:

New Year's Day
Martin Luther King Day
Washington's Birthday
Patriots' Day
Memorial Day
Firefighter's Memorial Sunday
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas

20.02 Commencing with the approval of the Board of Aldermen, the holiday provisions contained in General Laws, Chapter 48, Section 57D, shall be in effect for all members of the bargaining unit. Holiday pay shall be paid at the rate of one-quarter of an employee's regular weekly salary.

20.03 Commencing with the approval of the Board of Aldermen, holiday pay will be paid to all members of the bargaining unit during their absence from work on a service connected injury.

ARTICLE XXI
WORK WEEK

21.01 The work week for all fire suppression members of the bargaining unit shall not be more than an average of forty-two (42) hours over the eight (8) week cycle.

21.01a The work week for members of Fire Prevention, Training Division, Communications Officer and Storekeeper shall be four 10 hour days, 40 hours per week. Regular hours shall be 7:00 am to 5:00 pm.

21.01b The work week for members of Wire Division, Mechanics and the Fire Alarm Division shall be five 8 hour per days, 40 hours per week Regular hours 8:00 am to 4:00 pm

21.02 Bargaining unit employees assigned to fire suppression work groups shall work a twenty-four (24) hour tour schedule pursuant to the following:

(a) Each twenty-four (24) hour tour of duty, to be manned by one (l) group, shall begin at 8:00 a.m. and shall conclude at 8:00 a.m. on the immediately following calendar day;

(b) The schedule shall consist of the following:
Group 2: Sunday, 8:00 a.m. - Monday, 8:00 a.m.
Group 3: Monday, 8:00 a.m. - Tuesday, 8:00 a.m.
Group 4: Tuesday, 8:00 a.m. - Wednesday, 8:00 a.m.
Group l: Wednesday, 8:00 a.m. - Thursday, 8:00 a.m.
Group 2: Thursday, 8:00 a.m. - Friday, 8:00 a.m.

This scheduling pattern continues in sequence by Group number. The resulting configuration is twenty-four (24) hours of straight-time duty followed by seventy-two (72) off duty hours;

(c) The twenty-four (24) hour work schedule shall commence on the first Sunday in January, 1994 that Group 2 is scheduled to work (this is the commencement of the eight (8) week cycle, when Group 2 works on a Sunday at 8 a.m. and over such eight (8) week cycle, the weekly average hours of forty-two (42) is attained).

21.03 The following provisions shall apply to the 24 hour tour schedule:

(a) Training: Training may be conducted at any time during any twenty-four hour tour.

(b) Performance of Duties: Employees may be required to perform any normal function of a firefighter at any time during any twenty-four (24) hour tour.

(c) Consecutive Work Hours: Employees working the (24) hour schedule cannot work more than thirty eight (38) consecutive hours, without the express authorization of the Chief or an officer designated by the Chief to grant such authorization.

(d) Academy Training: Notwithstanding the twenty-four (24) hour tour schedule, scheduling of employees for training at the Massachusetts Fire Academy may be arranged for the employees involved in accordance with present practice.

(e) Light Duty: The Fire Chief shall retain discretion, in accordance with present practice, to establish light duty schedules and assignments within the context of injured leave.

ARTICLE XXII
ORDINANCE CHANGES

22.01 It is further agreed that all Ordinance changes made during the term of this contract concerning working conditions shall apply to this contract.

ARTICLE XXIII
SALARIES

23.01 The salaries of all members of the bargaining unit are set forth in Appendix A attached hereto and made a part hereof.

23.02 Direct deposit of the salary for newly hired employees shall occur after execution hereof; direct deposit shall not include stipend, which shall be paid in separate paychecks of the course of the year.

ARTICLE XXIV
APPROPRIATIONS

24.01 All of the economic benefits contained in this AGREEMENT are subject to the

appropriations by the City of Newton Board of Aldermen.

ARTICLE XXV
EDUCATIONAL INCENTIVE PAY

25.01 The Educational Incentive Program set forth in this Article shall be administered by an Educational Committee of three (3) consisting of the Chief or his designee, an appointee of the Mayor who shall serve at his will, and an appointee of the ASSOCIATION.

25.02 All Firefighters desiring to pursue college courses for credit and compensation shall submit a request for approval to enroll in such courses to the Education Committee before the commencement of the semester. A Firefighter's request shall include the courses which the Firefighter chooses to take and a summary of the content of such courses including the number of hours and the name of the school.

Firefighters shall be compensated for courses only if: (1) they have requested and received prior approval for enrollment in such courses from the Committee; and (2) upon successful completion of such course or courses, have submitted a certified copy of the college transcript of the grade or grades for review and approval by the Committee. In order for a credit to be approved for compensation, the Mayor's appointee must vote in the affirmative. Only courses at accredited colleges or universities may be approved.

25.03 Firefighters who receive educational incentive payments under this section, shall not be eligible for, and will not receive, educational incentive payments under any other section of this Article.

25.04 Eligible Firefighters with approved Fire Science or Fire and Emergency Management degrees shall have the following educational incentive payments added into their regular weekly salaries effective July 1, 2011:

Associate's Degree:	10%
Bachelor's Degree:	20%
Master's Degree:	25%

25.05 A Firefighter who is enrolled in an approved Bachelor's Degree program will, upon completion of 60 credits toward that degree, begin to receive the Associate's degree payment of 10%. Such payment will be made upon timely receipt of a letter of verification of equivalency from the school.

25.06 The payments shall not be included in the computation of an eligible Firefighter's overtime and/or detail rates unless such inclusion is required under the FLSA or the applicable regulations or rulings thereunder.

25.07 Effective July 1, 2011, educational credits earned toward an eligible degree will be paid at the rate of $35.00 per annum hourly credit until the degree is achieved from an approved school. Firefighters must be enrolled in an eligible degree program and provide proof of successful completion of such courses by submitting a certified copy of their transcript with grades. Only courses taken at approved colleges and universities shall be approved. Under no circumstance shall an employee receive benefits for any program credits for the following: life experience; courses taught by instructors lacking appropriate educational degrees; and courses lacking appropriate concentration on academic and scholarly research.

25.08 The City will grandfather firefighters who already have approved degrees into this program.

ARTICLE XXVI
VACATION BENEFITS

26.01 Vacation leave - All members shall be entitled to vacations annually as now provided by the ordinances of the City as amended as follows:

Effective January 1, 1992

(a) Eligible employees who shall have completed an aggregate of ten (10) years of service in the employ of the CITY shall be entitled to a total of four (4) weeks of vacation annually commencing with the calendar year in which they complete such service, provided in each instance that they are entitled to a vacation in such calendar year under the provisions of S2-65 of the 1995 Revised Ordinances of the City.

Effective January 1, 1992

(b) Eligible employees who have completed an aggregate of twenty (20) years of service in the employ of the CITY shall be entitled to a total of five (5) weeks of vacation annually commencing with the calendar year in which they complete such service, provided in each instance that they are entitled to a vacation in such calendar year under the provisions of S2-65 of the 1995 Revised Ordinances of the City.

(c) An employee's vacation entitlement in any calendar year shall be measured by and shall accrue as of the employee's anniversary date of employment within that calendar year. An employee's vacation entitlement for a calendar year including any additional vacation to which he/she may be entitled upon attaining an anniversary date during said year shall be recognized in the vacation schedules for that year established prior to said anniversary date; provided, however, that said additional vacation shall not be taken until said anniversary date has been attained and, further provided that, where it is impossible for an employee to schedule a newly-entitled week of vacation because of insufficient time between the employee's anniversary date and the end of the calendar year, he/she shall be permitted to schedule said week of vacation in any part of December of that calendar year.

26.02 Vacation leave - Summer - Vacation periods shall be granted at such time or times during each calendar year as the Fire Chief shall determine will cause the least interference with the performance of the regular work of the department, provided that all regular employees that are covered by this AGREEMENT shall be entitled to at least two (2) weeks of their vacation entitlement between the last week in June through the first week in September. For the purposes of calculating vacation leave, the following apply: Fire Suppression Personnel one (1) week vacation equals 2 - 24 hour tours Fire Prevention, Training Officers, Communications Officer,

and Storekeeper, one (1) week vacation equals 4 - 10 hour tours. Wire Division Personnel and Mechanics, one (1) week vacation equals 5 days.

Vacation scheduling shall be in compliance with the agreement set forth as "Vacation Schedule" in Appendix B, attached hereto.

ARTICLE XXVII
LONGEVITY

27.01 Effective July 1, 2011, employees shall be entitled to the following annual, longevity increments:

	Annual	Weekly
10-14 years	$650	$12.50
15-19 years	$750	$14.42
20-24 years	$1,100	$21.15
25 + years	$1,300	$25.00

Effective July 1, 2012, at the following rates:

	Annual	Weekly
10-14 years	$650	$12.50
15-19 years	$800	$15.39
20-24 years	$1,500	$28.85
25 + years	$2,000	$38.46

Effective July 1, 2013, at the following rates:

	Annual	Weekly
10-14 years	$650	$12.50
15-19 years	$800	$15.39
20-24 years	$2,000	$38.46
25 + years	$2,500	$48.08

27.02 Payments pursuant to the above schedule shall be made on a weekly basis. In the event an eligible employee should retire, resign, or decease prior to an anniversary date entitling him/her to a payment pursuant to Paragraph 27.01 he/she or his/her estate shall receive a

proportionate share of the longevity payment based upon the number of full weeks he/she was actually in the employ of the City following his/her last anniversary date of employment, payable on the payment date following such event.

ARTICLE XXVIII
TEN MILE RADIUS

28.01 Commencing with the passage of an Ordinance by the Board of Aldermen, Firefighters shall be permitted to live within a ten (10) mile radius of the City of Newton.

ARTICLE XXIX
INDEMNIFICATION

29.01 The municipal executive authority agrees to place before the appropriate municipal body and advocate acceptance of the provisions of Massachusetts General Laws, Chapter 41, Section 100B relative to indemnification to employees.

ARTICLE XXX
COVERAGE

30.01 No fewer than four (4) fire suppression employees on any ladder shall respond to an alarm. No fewer than three (3) fire suppression employees on any engine shall respond to an alarm, except that no fewer than four (4) fire suppression employees shall respond to an alarm from January through March.

30.02 Whenever minimum coverage as required by paragraph 30.01 cannot be met by deployment of on-duty fire suppression employees, off-duty employees will be called back on an overtime basis, at an hourly rate of one and one-half times the employee's average hourly rate of pay.

ARTICLE XXXI
BURIAL EXPENSE

31.01 The municipal executive authority agrees to place before the appropriate

municipal body and advocate acceptance of the provisions of Massachusetts General Laws, Chapter 41, Section 100G, relative to the payment of funeral and burial expenses of employees killed in the line of duty.

ARTICLE XXXII
CLEANING ALLOWANCE

32.01 Effective July 1, 1996, employees shall receive an annual payment of one-hundred and fifty dollars ($150.00) per year in order to help defray the expenses incurred in cleaning their clothing. Said payment shall be made annually, on the second pay day in December. After twelve (12) consecutive months of an employee's injured leave absence pursuant to Article IVB, the employee's cleaning allowance benefit entitlement will be pro-rated on a quarterly basis.

ARTICLE XXXIII
PAID DETAILS

33.01 Extra duty detail assignments will be made only when the individual, entity, firm, corporation, group or government agency seeking or requiring such service has agreed with the Fire Chief to pay the applicable rate in 33.06.

33.02 All firefighters and officers will signify in writing, to the Fire Chief, their desire to accept paid details provided with a contact phone number. Members will be allowed to sign off paid details if they also signify same in writing. Placement of names shall be done on a semi-annual basis starting on January one every year and July one of the same. Only probationary members with less than one (1) year of employment will be excluded for detail assignment. A current file on the subject will be maintained at Fire Headquarters and made available upon request of an Officer of the UNION. Firefighters accepting and then failing to fulfill a detail

assignment will be removed from the work list for a period of time in accordance with the severity of the violation as determined by the Chief of the Fire Department.

33.03 All Fire detail assignments shall be made from a master list from the rank of Firefighter to Deputy Chief, effective July 1, 2011, starting in order of date of hire. The call-down procedure shall always move forward and be followed unless: (a) so invoked by a needed supervisory capacity as required in 33.06, in which case the officer assigned, if out of turn, shall have a mark placed as worked on the next full detail list cycle, if the list is exhausted, (b) the employee is scheduled, whether on shift or not, to work his/her regularly assigned shift or (c) an excluded detail as listed below.

33.04 All assignments to Fire details shall be under the supervision of the designee determined by the Fire Chief. All details will be distributed from the master list. Where a Firefighter refuses or is unavailable for a detail, for any reason, absent 33.03, said detail shall be included as having been worked for the purposes of the above described distribution. No employee shall be offered or charged a refusal for a detail on his/her regularly assigned shift. The Fire Department will post online, in all fire stations, all paid details on a weekly basis. Said posting will contain sufficient information so that total hours of work, refusals and/or unavailability due to scheduled work shift and name of designee of the Chief of Department who assigned the detail shall be listed.

33.05 Effective upon signing the hourly rate of pay will be $45.00 for private duty details and $40.00 for City of Newton duty details. Employees assigned to details shall be guaranteed four (4) hours of compensation at the applicable rate for every detail lasting four (4) hours or less, eight (8) hours of compensation at the applicable rate for every

detail lasting more than four (4) hours but eight (8) hours or less, and, shall be so compensated for details over eight (8) hours on an hour for hour basis. Fire suppression employees holding officer ranks who perform details in a non-supervisory capacity shall receive the applicable firefighter rank rate. For each complement of four (4) non-supervisory suppression employees assigned to a detail, a suppression employee holding acting or permanent officer rank shall be assigned to such detail and shall receive a supervisory hourly premium of five dollars ($5.00) above the applicable regular hourly detail rate.

Excluded from rotational call-back details

Fire Prevention employees permitted details:

Joey Fund
Marathon Monday

Fourth of July Fireworks Detail

Communications Officer and Fire Prevention Captain assigned to BC Football games, if available

Special certified details (EX. Blasting, EMT required) as determined by the Chief of Department.

ARTICLE XXXIV
FAIR LABOR STANDARDS ACT

34.01 The City and the ASSOCIATION agree to conduct separate negotiations regarding the application of the Fair Labor Standards Act to the bargaining unit.

ARTICLE XXXV
DRUG SCREENING

35.01 The Fire Chief, or his/her designee in the Chief's absence, for reasonable cause may require that a firefighter submit a test sample forthwith for drug screening to be administered by the City Physician, the Nurse Practitioner, or the City Physician's designee.

Failure to provide the test sample as directed will result in disciplinary action. The testing procedures will be prescribed by the City Physician's office.

35.02 (a) The firefighter may initiate a review of the Chief's directive. Immediately upon receipt of the Chief's directive, the firefighter will sign a form, either accepting the directive or requesting a review of it. Failure to sign the form immediately shall be deemed waiver of the firefighter's right to review the directive.

(b) The Chief's directive shall be reviewed by a committee of three comprised of two bargaining unit appointees by the Chief and one unit appointee by the ASSOCIATION. The Chief and the ASSOCIATION shall appoint people who, in each instance, are able to comply with the 24 hour time constraints for concluding the appeal as referenced in Paragraph 2(g), below.

(c) The review shall be an informal process. The committee will determine its own procedures; provided, however, that the committee will meet for the conduct of all of its business. The purpose is to determine only whether or not the Chief has information which establishes reasonable cause to request screening. The firefighter is not a participant in this portion of the process.

(d) The Chief or his designee will present his information to the committee. The committee may, if it feels that it is necessary, request corroboration of information, if it is available. The Chief or his designee will determine whether or not and to what extent to provide the additional information.

(e) The committee will make a decision, by majority vote, based upon the information presented.

(f) During the pendency of this review process, the Chief reserves the right to determine the firefighter's working status and assignment. This does not restrict the Chief from imposing discipline for violations of department rules, regulations, and/or policies.

(g) The review is to be conducted and concluded within twenty-four (24) hours of the time the Chief requested the test, or as soon thereafter as is practicable.

(h) If the review committee determines that the drug screening is warranted, such testing shall be conducted immediately.

(i) If the review committee finds that the test is not warranted, the sample shall not be tested and shall be destroyed.

(j) The firefighter may, at the time the sample is provided, request that he/she be provided with a non-tested sample, and the City Physician's office shall so provide it.

(k) The decision of the review committee shall be final and binding and not subject to the grievance and arbitration provisions of this Agreement.

(l) The results of the screening test shall be given to the Chief and the firefighter.

35.03 Procedure following a positive test result:

(a) A first offender is someone who has never previously tested positive for the presence of non-prescribed drugs or controlled substances.

(b) The City recognizes that clinical treatment and/or rehabilitative treatment for drug use may be the appropriate course of action in some circumstances. The Chief may, at his discretion, request a first offender who tested positive for any class of illegal controlled substances, in addition to being subject to disciplinary action, to participate in an approved rehabilitation program in the City's Employee Assistance Program. The Chief, however, reserves the right immediately to impose discipline in the following circumstances:

(1) The firefighter purchased, sold, possessed, or used drugs, or engaged in any other illegal drug offenses while on duty.

(2) The firefighter's job performance or ability to perform his/her work was impaired by the use of drugs.

(c) (1) In circumstances other than those described in paragraph (b) above, as follows:

a. A positive test for any illegal drug;

b. If the offense occurred during non-working hours; and,

c. If the firefighter's performance or ability to perform his/her work was not impaired; the Chief may also impose discipline. However, the firefighter will be offered the opportunity to participate in the City's Employee Assistance Program. If he/she accepts the offer he/she must fully cooperate with the City Physician's office in providing information and in complying completely with whatever rehabilitation program is designed for him/her.

(2) During the period of rehabilitation, the discipline will be stayed provided the firefighter does not, in any manner, violate the terms and conditions of his/her rehabilitation program.

(3) Upon the successful completion of the rehabilitation, the employee's records will so note, and the disciplinary action will be withdrawn and the case terminated.

(d) Any second or subsequent offenses will result in immediate discipline, including termination.

(e) Civil Service Rights - Grievance - Arbitration Rights

An employee or the ASOCIATION can obtain neutral review of the application of the provisions of Article XXXVI by the City/Chief upon only the following basis:

(1) The Chief's directive (Paragraph 1) requiring a firefighter to submit a sample for testing may only be reviewed by the committee process established in Paragraph 2 and may not be reviewed by grievance-arbitration or through Civil Service.

(2) The review committee's decisions as to whether or not a sample is to be tested are final and binding and not subject to any review process whatsoever.

(3) The remaining provisions of this article may be reviewed as follows. a. the ASSOCIATION can appeal all grievance issues, including the discipline, to Grievance Arbitration. As a condition precedent to grieving discipline, the employee must waive his Massachusetts Civil Service rights OR b. (1) The employee may appeal his/her discipline to Civil Service AND/OR (2) Subject to the foregoing exclusions, the ASSOCIATION can process to Grievance Arbitration allegations that the City/Chief has violated the provisions of this Article; however, if an employee utilizes the provisions of Paragraph 36.03 (e) 3b.(1) regarding appeal of discipline to Civil Service, the ASSOCIATION cannot arbitrate the discipline made the subject of such Civil Service appeal.

35.04 Notwithstanding any other provisions of this Article, any firefighter who is to be offered a promotional position, i.e., Lieutenant, Captain, and/or Deputy Chief, shall, as a prepromotional condition, submit to drug screening tests as directed by the Chief or his/her designee.

35.05 Notwithstanding any other provisions of this Article, firefighters who have volunteered for and who are to be offered certain specialist assignments shall, as a preassignment condition, submit to drug screening tests as directed by the Chief or his/her designee.
The specialist assignment subject to pre-appointment drug screening is: fire prevention.

35.06 Notwithstanding the provisions of this Article, the City and the Chief reserve the right to require urinalysis screening testing in accordance with law. Further, the City reserves its legal rights to administer tests to firefighters who are suspects in criminal and/or departmental investigations.

35.07 The provisions contained in this Article are as and between the City and the ASSOCIATION relative to their rights and responsibilities under the provision of M.G.L. c. 150E. In agreeing to these provisions, the ASSOCIATION is not intending to waive any constitutional rights of individual bargaining unit employees.

ARTICLE XXXVI
LABOR-MANAGEMENT AND EMERGENCY MEDICAL SERVICES COMMITTEES

36.01 The Association and the City agree to the establishment and the operation of the following committees, to be established and implemented no later than thirty (30) calendar days following the execution of this Agreement.

36.02 Labor Management Committee: There is hereby established a Labor-Management Committee composed of three (3) representative designated by the Association and three (3) representative designated by the Fire Chief and/or by the City. Neither the Association nor the Chief/City shall designate attorneys as their respective representatives to the Committee. Any subject matter can be raised by either the Association or the Chief/City representative for discussion by the Committee; however, all deliberations and any conclusions and findings of the Committee shall not be binding upon either the Association or the Chief/City. The Committee shall convene for any given session upon no less than one (1) calendar week notice tendered by the Association or by the Chief/City.

36.03 Emergency Medical Services Committee: There is hereby established an Emergency Medical Services Committee for the purpose of exploring the feasibility of the Newton Fire Department - bargaining unit members' providing emergency medical services and defibrillation services. This Committee shall be of a complement of no less than eight (8) and no greater than twelve (12) members and shall be of the following composition:

(a) Newton-Wellesley Hospital - One (1) representative from Administration and one (1) representative from Medical;

(b) Mayor's Office - Two (2) representatives;

(c) Fire Chief's Office - One (1) representative (Fire Chief or designee);

(d) Association - Two (2) representatives;

(e) Board of Aldermen - One (1) representative; and

(f) Parts A-E as above referenced shall constitute the minimum eight (8) representative complement. If either Newton-Wellesley Hospital (Administration or Medical component but not both), the Mayor, the Fire Chief, the Association, or the Board of Aldermen determine to augment their respective minimum complement as referenced in A-E above by the addition of one (1) more representative, then the complement for each of the four (4) participating entities shall be increased by one (1) to attain the maximum committee complement of twelve (12).

Upon initially convening, the Committee shall determine the process and scheduling, including frequency of sessions, notice for sessions and agenda procedure; provided, however, that the frequency of Committee sessions shall not be less than once each month. The deliberations, findings and conclusions of the Committee shall be referred in writing to the Association and to the City of their further discussion.

36.04 Infectious Disease Committee: The CITY and the UNION agree to establish a joint Labor/Management Committee to include a study of the issue of Infectious Disease including:

(a) Review policies and procedures; and

(b) Make recommendations to Bargaining Unit Committee and City Management.

ARTICLE XXXVII
LOSS OR SUSPENSION OF LICENSE

37.01 Employee shall notify the Chief or his designee of loss or suspension of license prior to the employee's next work shift after the loss or suspension of license.

ARTICLE XXXVIII
DURATION

38.01 This AGREEMENT shall become effective as of July 1, 2011 and shall continue in full force and effect until June 30, 2014. Thereafter, it shall renew itself for yearly periods, unless written notice is given by either party to the other, not less than one hundred eighty (180)

days prior to the expiration date or any extension thereof, that it is desired to terminate or amend the AGREEMENT. In the event such notice is given, the parties shall begin negotiations not less than one hundred eighty (180) days prior to the termination date, unless otherwise mutually agreed to. The existing AGREEMENT shall continue in full force and effect until the new agreement is executed and implemented.

Witness our hands and seals this ____ day of October, 2014:

CITY OF NEWTON

By: _____
Mayor

_____

_____

LOCAL 863, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS AFL-CIO, CLC

By: _____

_____

_____

_____

Approved as to legal form and character:

By: _____
City Solicitor

APPENDIX A

Firefighters will be compensated at the appropriate step of the salary schedule, upon attaining the years of service, on their anniversary date.

Section 1:
SALARY SCHEDULE: The following is the salary schedule to be paid, which reflects the following general wages:

	7/1/2011	7/1/2012	7/1/2013
Step 1	879.05	905.90	919.49
Step 2	951.93	979.87	994.57
Step 3	1021.21	1050.19	1065.94
LT	1204.44	1236.17	1254.72
Capt.	1384.21	1418.63	1439.91
D/C	1591.20	1628.73	1653.16

All employees with a step date on any day from July 1, 2011 to December 31, 2011 will be delayed until January 1, 2012, at which time employees will receive their step, and January 1st will become their new step date.

Employees with step dates between January 1, 2012 and June 30, 2012 will step on their anniversary date as usual.

Effective June 30, 2014, the current salary scale will be replaced with the following:

		W/EMR 1.75%
Step 1	906.00/47112.00	921.86/47936.46
Step 2	942.00/48984.00	958.49/49841.22
Step 3	980.00/50960.00	997.15/51851.80
Step 4	1019.00/52988.00	1036.83/53915.29
Step 5	1060.00/55120.00	1078.55/56084.60
Step 6	1102.00/57304.00	1121.29/58306.82
Step 7	1135.00/59020.00	1154.86/60052.85
Step 8	1164.00/60528.00	1184.37/61587.24

	Officers Step 6	**Step 7**	**Step 8**
LT -	1338.93/69624.36	1379.03/71709.30	1414.26/73541.52
W/emr -	1362.37/70842.79	1403.16/72964.22	1439.01/74828.50
Capt.-	1566.55/81460.50	1613.46/83899.88	1654.68/86043.58
W/emr-	1593.97/82886.06	1641.70/85368.13	1683.64/87549.34
D/C-	1832.86/95308.79	1887.75/98162.86	1935.98/100670.99
W/emr-	1864.94/96976.70	1920.78/99880.71	1969.86/102432.73

Placement onto the new scale shall occur as follows:

(a) Firefighters hired on or after June 30, 2014 shall be hired at Step 1 of the new scale and shall move from step to step in each succeeding year until they have reached the top step. On January 1, 2015 Firefighters hired prior to July 1, 2014, who are at Steps I through 3

and who have a normal anniversary date between July 1st and December 31st will move to the step on the new scale that provides an increase in pay and will move to the next step on January 1st in each succeeding year until they reach the top step. Firefighters hired prior to July 1, 2014, who are at Steps 1 through 3 and who have a normal anniversary date between January 1st and June 30th will move to the next step that provides an increase in pay on their normal anniversary date between January 1, 2015 and June 30, 2015 and will move to the next step on their normal anniversary date in each succeeding year until they reach the top step.

(b) Firefighters who have been at Step 3 for at least one year and who have 25 years or more of service as of June 30, 2014 will move to Step 6 of the new scale on July 1, 2014, and will move to the next step on July 1st of each succeeding year until they reach the top step. Firefighters who have been at Step 3 for at least one year and who have between 15 and 25 years of service as of June 30, 2014 will move to Step 6 on October 1, 2014, and will move to the next step on October 1st of each succeeding year until they reach the top step. All other Firefighters who have been at Step 3 for at least one year as of June 30, 2014 will move to Step 6 on January 1, 2015 and will move to each succeeding step annually on January 1st of each succeeding year until they reach the top step.

(c) Firefighters who have been at Step 3 for less than one year as of June 30, 2014 shall move to Step 6 on the anniversary of the date they moved to Step 3, or January 1, 2015, whichever is later, and shall move from step to step each year thereafter on the anniversary date of their move to Step 6 until they reach the top step.

(d) Ranking officers shall be compensated using the following benchmarks:

On 7/1/2014 step 6 shall be the benchmark
On 7/1/2015 step 7 shall be the benchmark
On 7/1/2016 step 8 shall be the benchmark

The Lieutenants compensation shall be 121.5% of the benchmark on the dates reflected above. The Captains shall be compensated at 117% of the Lieutenants salary and the Deputy Chief shall be compensated at 117% of the Captains salary.

Section 2:
ENHANCED MEDICAL RESPONSE STIPEND: Effective, July 1, 2001, in consideration of the upgraded medical response made by firefighters to Newton residents, the parties agree to implement what will be known as the "Enhanced Medical Response" stipend. Said stipend will add 1.5% to the based pay of firefighters (base pay of a firefighter is defined as the "weekly rate" shown on Appendix A – wage scale). Effective July 1, 2010, said stipend will add 2.5% to the base pay of firefighters. Effective June 30, 3014, said stipend will add 1.75% to the base pay of firefighters, payable weekly beginning July 1, 2014.

Section 3:
NIGHT DIFFERENTIAL: Effective July 1, 2009, the night differential shall be eight percent (8%) per hour of the straight time hourly wage for all 6:00 p.m. to 8:00 a.m. hours the employee's group is regularly scheduled to work, whether or not the employee works such tours, and for all paid leaves. Night differential shall be paid on a monthly basis.

Section 4:
FIRE PREVENTION, TRAINING, AND COMMUNICATION OFFICER STIPEND: Fire Prevention employees, the Training employees, and the Communications Officer shall receive an annual amount of in the following amounts:

Lieutenant $7,500.00, Captain $8,500.00, Deputy Chief $9,500.00.

Said amount is to be pro-rated for employees who perform this function less than a full year. Payment shall be made on a weekly basis.

Section 5:
MECHANIC STIPEND: Effective July 1, 2001, employees performing the duties of mechanic in the Fire Department will receive an annual amount of one thousand dollars ($1,000.00) in recognition of their stand-by responsibilities. Payment of said amount will be made in two $500.00 payments one in June and one in December.

Section 6:
STOREKEEPER POSITION: Employees performing the duties of storekeeper shall be compensated at the next higher pay grade.

Section 7:
WIRE DIVISION STIPEND: employees performing the duties of mechanic in the Fire Department will receive an annual amount of five hundred dollars ($500.00) in recognition of their stand-by responsibilities. Payment of said amount will be made in two $250.00 payments one in June and one in December.

Section 8:
A. DEFIBRILLATOR STIPEND: In consideration for all fire suppression employees receiving training on defibrillator operation, all such employees shall receive the following annual stipend, to be paid in the first payroll week following the effective dates as provided below (the initial payment for the stipend made effective July 1, 1997 shall be paid in the first payroll period of December, 1997):

January 1, 1999 plus $50.00 for a total of $375.00

July 1, 1999 total of $425.00

July 1st thereafter $425.00

The City shall provide the required training, including make-up sessions, all of which shall be conducted in house, pursuant to a reasonable schedule during each employee's regularly

scheduled tours of duty. If training sessions as provided-for above are not given by the City as of the above related dates for payment of the stipend, all employees shall receive the full amount of each stipend on the dates provided above. If training sessions as provided-for above are given by the City as of the above-related dates for payment of the stipend, all employees must be certified for initial training and recertified quarterly to receive the yearly stipend.

Section 9:
EPI-PEN: Upon execution hereof, employees will train in the administration of the Epi-Pen. The City shall provide the required training, including make-up sessions, all of which shall be conducted in house, pursuant to a reasonable schedule during each employee's regularly scheduled tours of duty.

Section 10:
EMT STIPEND: Effective July 1, 2003, upon certification as an EMT, firefighters shall be paid an annual lump sum of $1,215.00. Said stipend is based upon certification or annual re-certification on July 1st of each year. EMT certification payments of $65.00 shall be payable every two (2) years.

Section 11:
OUT OF GRADE COMPENSATION: The firefighter rank-senior man on each piece of apparatus on each working group who fills the apparatus officer position shall receive the hourly rate of the Lieutenant rank salary for every hour of such service commencing at the start of the first tour of duty of such service. The opportunity for such out of grade compensation shall be allocated on the basis of the seniority of the firefighters on each piece of apparatus in each working group. Senior man riding-sequence will not be broken by overtime in the officer's slot.

A firefighter must have requisite years of service (three) before assuming senior man position and receiving compensation therefore.

In the absence of a company Captain, Lieutenants in the company shall receive out of grade compensation at the hourly rate of the Captain rank for every hour of service in such ran commencing at the start of the first tour of duty of such service; provided, however, that such compensation entitlement shall be implemented only when no employee holding the rank of Captain is available to fill the Captain rank position on a company. The opportunity for such out of grade compensation shall be allocated on the basis of the seniority of the Lieutenants assigned to the station.

In the absence of a Deputy Chief on a working group, a Captain from that group shall receive out of grade compensation at the hourly rate of the Deputy Chief rank for every hour of service in the Deputy Chief rank commencing at the start of the first tour of duty of such service; provided, however, that only those Captains whose names appear on a certified Deputy Chief promotional list shall be entitled to such out of grade compensation opportunity. The opportunity for such out of grade compensation shall be allocated on the basis of ranking of the Captains on the promotional list for Deputy Chief; provided, however, that once the highest ranking Captain on such list has been given the opportunity for such out of grade compensation, the opportunity for such compensation on the next occasion of the absence of an Deputy Chief shall be given to the next highest ranking Captain on the list, and such allocation based on descending ranking of Captains on such list shall continue for further occasions of Deputy Chief's absences. The term "occasion of absences" as used herein refers to any consecutive number of tours of absence of an Deputy Chief, with any number of such consecutive tours constituting one (1) such occasions. When all Captains on the list have been given the

opportunity for out of grade compensation pursuant to descending ranking on the list, the allocation of out of grade compensation upon the next occasion of Deputy Chief absence shall be given to the highest ranking Captain on the list in order to maintain the allocation of opportunity rotation system. If no certified Deputy Chief promotional list exists, allocation among Captains of out of grade compensation opportunity to serve as Deputy Chief shall be made pursuant to the Fire Chief's discretion.

Notwithstanding the prior provisions of this Section, in the case of prolonged illness or injury absences of officers, after thirty (30) days of such absence, the City shall make a provisional appointment from a certified civil service promotional list to fill the position until the permanent officer returns to active duty. The opportunity for such out of grade compensation shall be allocated on the basis of ranking of employees on the promotional list involved; provided, however, that once the highest ranking employee on such list has been given the opportunity for such out of grade compensation, the opportunity for such compensation on the next occasion of an officer absence in the rank involved shall be given to the next highest ranking employee on the list involved, and such allocation based on descending ranking of employees on such list shall continue for further occasions of officer absences. The term "occasion of absences" as used herein refers to any consecutive number of tours of absence of an officer, with any number of such consecutive tours constituting one (1) such occasion. When all employees on the list have been given the opportunity for out of grade compensation pursuant to descending ranking on the list, the allocation of out of grade compensation upon the next occasion of officer absence shall be given to the highest ranking employee on the list in order to maintain the allocation of opportunity rotation system. If no certified promotional list exists for a given rank, allocation among employees in the immediately lower rank of out of grade

compensation opportunity to serve in the next higher rank shall be made pursuant to the Fire Chief's discretion.

Section 12:

If any bargaining unit of employees receives a base salary increment package in excess of that provided for in this AGREEMENT, the compensation provisions of this AGREEMENT shall be subject to re-opener negotiations between the Association and the City upon notice to the City from the Association.

APPENDIX B

VACATION SCHEDULE

This document is attached hereto as an appendix and made a part of the collective bargaining agreement.

1. Number of vacation picks allowed during spring and fall vacation period - three less than the total number of pieces of apparatus. In the summer vacation period the total picks allows will be one per piece of apparatus, except on fully manned ladder companies; in that case an additional member will be allowed to pick a vacation to insure every member of a summer vacation. The number of officers per group allowed to go on vacation shall be limited to one (l) from each single and double station and two (2) from the triple station at the same time.

2. All vacations are single tour vacations. There is no preference for consecutive scheduled tours.

3. Any member with 3,4 or 5 weeks of vacation can take one or more of those weeks in the summer vacation period provided vacation weeks remain available after everyone has selected his summer vacation.

4. Vacation Selections:

   Spring - First week in January to beginning of summer vacation.

   Summer - The ten weeks immediately preceding Labor Day

   (Last week in June through the first week in September.)

   Fall - Beginning the second week in September to the last two complete weeks in December.

5. Seniority Preference Picking Dates: Vacations for the first week in January to the last week in February must be selected by December 15 of the preceding year to ensure seniority preference. The remainder of the spring vacation must be picked by February 15th to ensure

seniority preference. Seniority preference for summer vacation selections must be made by February 15th. Seniority preference for fall vacations must be made by April 15th.

6. A. An employee wishing to take a given regularly scheduled tour as a single tour vacation must give the Fire Department no less than two (2) hours' notice of such pick prior to the start of the tour involved. A member wishing to cancel an approved single tour vacation or any portion of an approved personal business leave tour must do so no less than 18 hours or closer at the Chief's discretion prior to the beginning of such tour.

B. Carry-over of unused single tour vacations from one (1) vacation year to another is not allowed;

C. After the seniority preference cut-off dates have passed, a junior employee having picked a single tour vacation date cannot be bumped from such single tour vacation date by a more senior officer or firefighter; and,

D. Single tour vacations are acceptable year round.

APPENDIX C

B-4

Fire Prevention Bureau

The ASSOCIATION and the City have agreed to the following provisions in their substance and in their attachment as part of the collective agreement. Pursuant to prior agreement, paragraph numbered one (1) was effective October 28, 1985, and paragraph numbered eight (8) was not to be operative until bargaining unit ratification of the general collective agreement. Pursuant to such prior agreement, upon such ratification, the provisions of paragraph numbered eight (8) were to be fully retroactive to June 29, 1985.

The following provisions are to be added to the Agreement, made a part of the Agreement, and identified as APPENDIX C to the Agreement.

1. Bargaining unit employees assigned to the Fire Department's Fire Prevention Bureau will work a regular, straight time work week of four (4) ten (10) hour days:

2. The officer in charge of the Fire Prevention Bureau will design a rotating work schedule for Fire Prevention employees, including a system for swapping of days off in accordance with present practice.

   Such schedule will be submitted to the Fire Chief for his approval;

3. Fire prevention employees will be compensated at their applicable overtime rate for all work beyond the regular work day and work week in accordance with present practice;

4. Fire Prevention employees will be eligible for suppression overtime in their days off in accordance with present practice;

5. A vacation week for Fire Prevention employees will equal seven (7) calendar days in accordance with present practice;

6. A vacation schedule will be established for Fire Prevention employees with the condition that not more than one (1) of the three (3) employees will be scheduled for vacation at one time in accordance with present practice;

7. A sick day for Fire Prevention employees will equal one (1) scheduled work day in accordance with present practice

8. Fire prevention employees shall receive an amount of compensation equivalent to receipt of the contractually established night differential, computed on the assumed basis of such employees' working ninety-one (91) night tours annually. And such employees also shall

receive an additional annual stipend as provided in APPENDIX A, Section 4 of the Agreement.

9. The Fire Chief will consider applicants for Fire Prevention positions.

APPENDIX D

CITY OF NEWTON FIRE DEPARTMENT

INTEROFFICE MEMORANDUM

TO: All Personnel

FROM: Chief Edward Murphy

SUBJECT: Overtime Eligibility

DATE: August 30, 1995

Beginning with fiscal year 95/96, the following policy will apply to sick leave as it relates to overtime eligibility:

A member absent on five (5) separate occasions will be charged two (2) twenty four hour overtimes.

A member absent six (6) separate occasions will be charged four (4) twenty four hour overtimes.

A member absent seven (7) separate occasions will be charged six (6) twenty four hour overtimes etc.

Additional absences will be charged two (2) twenty four hour overtimes for each separate absence, however, the total overtimes charged will not exceed the prior fiscal year average of overtimes per member.

In conclusion, the practice of writing a letter to the Chief for consideration of extraordinary absences will no longer be accepted, ***however any firefighter who is affected by this policy may make an appointment with the Chief to present his/her request for consideration of extenuating circumstances.***

Revised February 17, 1999 as a modification to ARTICLE XVIII, section 18.04

APPENDIX E

"Serious Health Condition"

A "Serious Health Condition" means an illness, injury impairment, or physical or mental condition that involves one of the following:

1. Hospital Care

Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity[2] or subsequent treatment in connection with or consequent to such inpatient care.

2. Absence Plus Treatment

(a) A period of incapacity[2] of more than three consecutive calendar days (including any subsequent treatment or period of incapacity[2] relating to the same condition), that also involves:

(1) Treatment[3] two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or

(2) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment[4] under the supervision of the health care provider.

3. Pregnancy

Any period of incapacity due to pregnancy, or for prenatal care.

4. Chronic Conditions Requiring Treatments

A chronic condition which:

(1) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;

(2) Continues over an extended period of time (including recurring episodes of a single underlying condition); and

(3) May cause episodic rather than a continuing period of incapacity[2] (e.g., asthma, diabetes, epilepsy, etc.).

5. Permanent/Long-term Conditions Requiring Supervision

A period of **Incapacity**[2] which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be **under** the continuing supervision of, **but**

need not be receiving active treatment by, a health **care provider.** Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

6. Multiple Treatments (Non-Chronic Conditions)

Any period of absence to receive **multiple** treatments (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in **a period of Incapacity2** of more than three consecutive calendar days in the absence of medical intervention or **treatment,** such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), and kidney disease (dialysis).

This optional form may be used by employees to satisfy a mandatory requirement to furnish a medical certification (when requested) from a health care provider, including second or third opinions and recertification (29 CFR 825.306).

Note: Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number.

[4c]Treatment includes examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, *eye* examinations, or dental examinations.

[5r]A regimen of continuing treatment includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition. A regimen of treatment does not include the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider.

Public Burden Statement

We estimate that it will take an average of 20 minutes to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

DO NOT SEND THE COMPLETED FORM TO THIS OFFICE; IT GOES TO THE EMPLOYEE.

anl51051 -U.S. GPO: 2000-

Certification of Health Care Provider for Employee's Serious Health Condition (Family and Medical Leave Act)

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

MB Control Number: 1215-0181
Expires: 12/31/2011

SECTION I: For Completion by the EMPLOYER

INSTRUCTIONS to the EMPLOYER:

The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies.

Employer name and contact: _____

Employee's job title: _____ Regular work schedule: _____

Employee's essential job functions: _____

Check if job description is attached: _____

SECTION II: For Completion by the EMPLOYEE

INSTRUCTIONS to the EMPLOYEE:

Please complete Section II before giving this form to your medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to your own serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 20 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form. 29 C.F.R. § 825.305(b).

Your name: _____
First Middle Last

SECTION III: For Completion by the HEALTH CARE PROVIDER

NSTRUCTIONS to the HEALTH CARE PROVIDER:

Your patient has requested leave under the FMLA. Answer, fully and completely, all applicable parts. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or
"indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the employee is seeking leave. Please be sure to sign the form on the last page.

Provider's name and business address: _____

Type of practice / Medical specialty: _____

Telephone: (_____)_____ Fax:(_____)_____

PART A: MEDICAL FACTS

1.Approximate date condition commenced: _____

Probable duration of condition: _____

Mark below as applicable:

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility? ___No ___Yes. If so, dates of admission:

_____

Date(s) you treated the patient for condition:

_____

Will the patient need to have treatment visits at least twice per year due to the condition? ___No ___ Yes.

Was medication, other than over-the-counter medication, prescribed? ___No ___Yes.

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)? ____No Yes____. If so, state the nature of such treatments and expected duration of treatment:

2. Is the medical condition pregnancy? ___No ___Yes. If so, expected delivery date: _____

3. Use the information provided by the employer in Section I to answer this question. If the employer fails to provide a list of the employee's essential functions or a job description, answer these questions based upon the employee's own description of his/her job functions.

Is the employee unable to perform any of his/her job functions due to the condition: ____ No ____ Yes.

If so, identify the job functions the employee is unable to perform:

_____

4. Describe other relevant medical facts, if any, related to the condition for which the employee seeks leave (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

_____

_____

_____

_____

_____

_____

_____

PART B: AMOUNT OF LEAVE NEEDED

5. Will the employee be incapacitated for a single continuous period of time due to his/her medical condition, including any time for treatment and recovery? ___No Yes. ___I

   If so, estimate the beginning and ending dates for the period of incapacity: _____

6. Will the employee need to attend follow-up treatment appointments or work part-time or on a reduced schedule because of the employee's medical condition? ___No ___Yes.

   If so, are the treatments or the reduced number of hours of work medically necessary? ___No ___Yes.

   Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

   Estimate the part-time or reduced work schedule the employee needs, if any: _____ hour(s) per day; _____

   days per week from _____ through _____

7. Will the condition cause episodic flare-ups periodically preventing the employee from performing his/her job functions?
   ____No ____ Yes.

   Is it medically necessary for the employee to be absent from work during the flare-ups?
   ____ No Yes____ . If so, explain:

   Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flareups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

   Frequency: _____ times per _____ week(s) month(s) _____

   Duration: _____ hours or ___ day(s) per episode

ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER

Signature of Health Care Provider **Date**

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500.Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210.

DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT.

Form WH-380-E Revised January 2009

APPENDIX F

INCIDENT SAFETY OFFICER

A. If an Incident Safety Officer is implemented at an emergency scene by the Chief of the Fire Department, the fire officers assigned to the Training and Safety Division shall be given first opportunity for assignment.

B. The officers assigned to the Training and Safety Division shall have their names placed first on a call-back list and shall be given first option of an Incident Safety Officer assignment at that ranks current applicable overtime rate.

C. The Training and Safety Division officers shall obtain certification, as deemed by the Chief of Department, of completion of an Incident Safety Officer course.

D. If no officers are available from the Training and Safety Division, the Incident commander shall assign an officer from the current personnel in the scene.