

AGREEMENT BETWEEN  
THE TOWN OF NORTH ANDOVER

&

LOCAL 2035

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

AFL-CIO

EFFECTIVE JULY 1, 2015 through JUNE 30, 2018

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**ARTICLE I: PREAMBLE**

The Town of North Andover, hereinafter referred to as the Town, and Local 2035 of the International Association of Fire Fighters, AFL/CIO, hereinafter referred to as the Union, in order to maintain the existing harmonious relationship between the Fire Department and its employees and to promote the morale, right, well-being and sincerity of the Fire Department, do hereby enter into this Agreement.

The Fire Department and the individual members of the Union are to regard themselves as public employees, and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they merit the respect and confidence of the general public.

**ARTICLE II: RECOGNITION CLAUSE**

The Town hereby recognizes that the Union is the sole and exclusive representative of all permanent members of the Fire Department with the exception of the Fire Chief, the Deputy Fire Chief, and the Administrative Assistant to the Chief, for the purposes of bargaining with respect to wages, hours of work and working conditions.

The Town and the Union agree that the Deputy Chief position is to work a day, non-rotating schedule, is not to be assigned to any unit (working group), is to have fire scene responsibilities the same as those of the Fire Chief, is not to perform bargaining unit duties and is not to be utilized in avoidance of overtime for bargaining unit members.

**ARTICLE III: MANAGEMENT RIGHTS**

The Town retains all the powers and responsibilities it now has under the General Laws of the Commonwealth of Massachusetts and the By-Laws of North Andover; and, further the determination of policy and operation of the Fire Department are vested solely with the Town, except as specifically and expressly provided for, modified by the terms of this Agreement.

**ARTICLE IV: UNION RIGHTS AND PRIVILEGES**

All other job benefits heretofore enjoyed by the employees, either by State statute or Civil Service, which are not specifically provided for or abridged in this Agreement, are hereby protected by this Agreement. All other benefits which are enjoyed by the employees covered by this contract are hereby protected by this agreement.

**ARTICLE V: NON-DISCRIMINATION**

The Employer agrees not to discharge or discriminate in any way against employees covered by this agreement for Union membership or legal Union activities.

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## **ARTICLE VI: PAYROLL DEDUCTIONS**

### **Section 1. Union Dues**

The Town Treasurer is authorized to deduct from the bi-weekly pay of the employees who are members of the Union, dues for membership in the Union, providing such deductions shall be made only for employees who have filed with the Treasurer an authorization for said deduction. Any such deduction for any employee shall be stopped by the Treasurer whenever the employee shall submit to the Treasurer a signed request giving sixty (60) days' notice that said deduction is to be terminated.

### **Section 2. Agency Service Fee**

- a) In accordance with M.G.L. c150E, §12, it shall be a condition of employment that all employees in the bargaining unit who are not members of the Union and who have been employed for thirty (30) days or more, shall pay to the Union an agency service fee to defray the cost of collective bargaining and contract administration in an amount equal to the regular Union dues. Such payment shall be made on or after the thirtieth (30th) day following the beginning of such employment or the effective date of this Agreement, whichever is the later.
- b) The Town agrees to deduct biweekly from the pay of such employees who properly authorize it, all agency service fees which are owed to the Union.
- c) The Union agrees to indemnify the Town for any financial liability of legal expense which the Town may incur in complying with this Article.

## **ARTICLE VII: HOURS OF WORK AND OVERTIME**

### **Section 1. Hours of Work**

The hours of duty shall be so established by the Fire Chief (M.G.L. c48, §58D) so that the average weekly hours of duty in any year, other than hours during which such members may be summoned and kept on duty because of conflagrations, shall not exceed forty-two (42) hours. The work schedule shall be one (1) twenty-four hour day on, two (2) twenty-four hour days off, one (1) twenty-four hour day on, followed by four (4) twenty-four hour days off. A twenty-four hour shift shall consist of a ten (10) hour day and a fourteen (14) hour night. The day shift, consisting of ten (10) hours, is to start at 8:00 a.m., and is to end at 6:00 p.m. The night shift, consisting of fourteen (14) hours, is to start at 6:00 p.m. and is to end at 8:00 a.m. The unit (working group) rotation schedule is depicted by way of a sample eight (8) week cycle averaging forty-two (42) hours for each unit (work group) as follows:

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Week #	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
1	24	Off	Off	24	Off	Off	Off	48
2	Off	24	Off	Off	24	Off	Off	48
3	Off	Off	24	Off	Off	24	Off	48
4	Off	Off	Off	24	Off	Off	24	48
5	Off	Off	Off	Off	24	Off	Off	24
6	24	Off	Off	Off	Off	24	Off	48
7	Off	24	Off	Off	Off	Off	24	48
8	Off	Off	24	Off	Off	Off	Off	24

A shift is defined as either a 10-hour day or a 14-hour night. A tour is defined as a 24-hour work period. A shift tour is defined as two (2) 24-hour tours for a total of 48 working hours.

The hours of duty for the day Fire Fighters shall be 7:30 a.m. to 4:00 p.m., Monday through Thursday and 7:30 a.m. to 3:30 p.m. on Friday.

## Section 2. Overtime

- a) In the event that a need for overtime should occur in the department because of sickness, vacations, or other unforeseen conditions, overtime pay shall be paid (M.G.L. c48, §58C) at the time and one-half rate of pay to the permanent member of the department who works. Overtime shifts will be filled in increments of ten (10) hour days and fourteen (14) hour nights. All overtime will be overseen by the overtime committee. Overtime lists will be maintained by hours and seniority [four (4) for permanent firefighters, one (1) for Lieutenants]. All lists and current procedures will be posted in each fire station. All overtime procedures require the approval of the Fire Chief. This sheet shall pertain to shift tours in the Fire Station only. In the event that an Officer is needed to fill in a shift, the Chief will authorize an officer to be worked on overtime. Fire Fighters will work for Fire Fighters, Lieutenants will work for Lieutenants.
- b) In case of absences of Lieutenants which last longer than forty-five (45) consecutive calendar days, excluding vacations, the Chief, at his/her discretion, may fill the Lieutenant position after the forty-five (45) days for the duration of the absence with a permanent Fire Fighter. If there are any permanent Fire Fighters who are on a current Civil Service list for Lieutenants, they shall be given first consideration to fill the absence.
- c) Any employee appointed as a Fire Lieutenant (permanent or acting) is not eligible to work overtime for a period of forty-five (45) calendar days following appointment. The starting hours for the new Lieutenant in the overtime rotation shall be equal to the Lieutenant on the list with the most hours on the date the new Lieutenant becomes eligible for overtime.
- d) In the event that more than one Fire Fighter on the same unit will be absent from his/her shift tour for a period of time which will exceed thirty (30) calendar days, the Chief may, in his/her discretion, transfer other permanent Fire Fighters to the unit so affected to replace the second, and succeeding Fire Fighters so absent from duty. Such transfer may be made from the date of notification of the absence, and may last for the duration of the time during which more than one Fire Fighter is on such extended absence. In the case of said absence being related to health, the probability of the absence being more than thirty (30) days shall be verified by a physician or by notice from the Fire Fighter so affected.

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**Section 3. Call Back**

- a) A uniform method of rotation of off-duty Fire Fighters for the purpose of covering responses will be followed according to the schedule attached hereto. Said schedule shall be maintained in its current form, by seniority, and shall be updated as to seniority, when personnel changes occur on the various shifts.

The call back procedure (by unit) for off-duty response shall be as follows:

Section 3. Call back			
Unit One Call Back		Unit Two Call Back	
FIRST TOUR DAY	2-4-3	FIRST TOUR DAY	3-1-4
FIRST TOUR NIGHT	2-3-4	FIRST TOUR NIGHT	3-4-1
SECOND TOUR DAY	4-3-2	SECOND TOUR DAY	1-4-3
SECOND TOUR NIGHT	4-2-3	SECOND TOUR NIGHT	1-3-4
Unit Three Call Back		Unit Four Call Back	
FIRST TOUR DAY	4-2-1	FIRST TOUR DAY	1-3-2
FIRST TOUR NIGHT	4-1-2	FIRST TOUR DAY	1-2-3
SECOND TOUR DAY	2-1-4	SECOND TOUR DAY	3-2-1
SECOND TOUR NIGHT	2-4-1	SECOND TOUR NIGHT	3-1-2

Senior Lieutenant  
 Junior Lieutenant  
 Fire Fighters by Seniority

Senior Lieutenant  
 Junior Lieutenant  
 Fire Fighters by Seniority

After all other Lieutenants have been called, the Fire Prevention Officer is to be called back.

- b) Members recalled because of an emergency shall be paid at overtime rates for the actual time worked but not less than four hours. Members working more than four (4) hours on callback shall be paid for at least six (6) hours at overtime rates. Off-duty members called by the Commonwealth or on behalf of the Town to appear in court for fire-service related cases will be compensated at the rate of time and one-half for all hours spent on said case with a minimum of three hours overtime pay for each court appearance.
- c) The primary receiving hospitals for the North Andover Fire Department will be Lawrence General Hospital, Holy Family Hospital (Methuen), Holy Family at Merrimack Valley Hospital (Haverhill), and Lowell General Hospital at Saints Memorial Campus (Lowell).

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For non-emergency, pre-arranged hospital visits and medical appointments for which no pre-arrangements for transport had been made, two (2) off-duty firefighter/EMTs shall be called in to staff the reserve ambulance and perform the transport. This is not a mandatory call-back.

#### **Section 4. Extra duty rate**

Members working private duty shall be compensated at the rate of twice their regular hourly wage for all hours worked, but not less than four hours, according to the following schedule:

4 hours or less	4 hours pay
>4 - 8 hours	8 hours pay
>8 - 12 hours	12 hours pay

If the duty is performed on behalf of the Town of North Andover, (at Town sponsored activities), where the Town is responsible for the payment of the detail, then the compensation shall be at the time and one half rate.

#### **Section 5. Fire Prevention Officer**

The bargaining unit position of Fire Prevention Officer is established by agreement between the Union and the Town. That position is subject to the following terms and conditions: The incumbent of the position will not be assigned to nor will he/she work to fill a shift vacancy in avoidance of overtime, (except during the regular working hours of the Fire Prevention Officer); the incumbent of the position will be the last employee on the call back list at all times; and the work days of the position will be Tuesday through Friday, 7:00 a.m. to 5:30 p.m.

Vacancies in the position of Fire Prevention Officer shall be filled in accordance with Article IX of the collective bargaining agreement and transfers to the assignment of Fire Prevention Officer shall be made in accordance with Articles X of the agreement. The Town and the Union agree to the following:

- a) The Fire Prevention Officer position will be filled by an incumbent of the Fire Lieutenant rank. The assignment of other lieutenants to perform the duties of Fire Prevention Officer for vacation or personal leave will only be at the direction of the Fire Chief; provided, however, that when the Fire Chief directs such assignments, the selection of the lieutenant for such assignment will be pursuant to the regular overtime roster and rotation system.
- b) The Union agrees that the Town shall not be required to fill the assignment of Fire Prevention Officer for absences of the incumbent attributable to sick leave or injury leave not exceeding sixty (60) days. For absences of the regularly assigned Fire Prevention Officer known in advance to be of a duration exceeding sixty (60) days, the Town agrees to fill the position by assignment of other lieutenants at overtime or by the appointment of an Acting Lieutenant. For absences of the regularly assigned Fire Prevention Officer attributable to injury and sick leave exceeding sixty (60) days, the Town agrees to fill the position by assignment of other lieutenants at overtime or by the appointment of an acting lieutenant.
- c) In the event of a transfer to the Fire Prevention Officer position, unless a Senior Lieutenant agrees to the transfer, the transferee must be the Junior Lieutenant.

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- d) The pay rate of the Fire Prevention Officer position will be 1.23 of the base lieutenant pay at the appropriate step.
- e) The Fire Prevention Officer will make every effort to provide the Chief with a 24-hour notice for vacation and personal leave requests.

**ARTICLE VIII: SENIORITY**

The Fire Chief shall establish a seniority list in grade. It shall be brought up to date each year and immediately posted thereafter in the Central Station and Substation. A copy of the same shall be mailed to the Secretary/Treasurer of the Union. Any objections to the seniority list shall be reported to the Fire Chief within ten (10) days of posting or it shall stand approved.

**ARTICLE IX: VACANCY**

A vacancy or anticipated vacancy is defined as all positions newly created, the termination of employment (i.e. Death, Retirement, Resignation or Discharge), Promotion and change of EMT status of an employee. Whenever a vacancy occurs, the Fire Chief shall post such vacancy throughout the department for five (5) days and all employees in grade may bid for such vacancy. The bidder with the most seniority in grade, if he is determined qualified by the Fire Chief, shall be awarded the bid. If at the end of five (5) days no eligible member has bid for the vacancy, then the most junior eligible member will be assigned to fill the vacancy. After that replacement has been made, any member of the department in the same grade may make a non-binding request to the Fire Chief for consideration in replacing the successful bidder.

**ARTICLE X: TRANSFERS**

Permanent and temporary transfers of employees shall be made in good faith, not as a disciplinary action, and shall be posted. A copy of the same shall be mailed to the Secretary/Treasurer of the Union. Temporary transfers of employees shall not exceed thirty (30) days. Employees who are to be transferred shall be given one week's notice prior to said transfer, provided, that in emergencies, this requirement may be waived. Temporary transfers pursuant to Article VII, Section 2, paragraphs b, c and d may exceed thirty (30) days.

**ARTICLE XI: WORKING RULES**

The rules and regulations of the Fire Department of the Town of North Andover are hereby recognized by the Town and the Union as the basic rules by which the Department shall operate. The Town further agrees that, if at any time after the signing of this Agreement, it shall change or modify or amend the rules heretofore in existence, and if, in the opinion of the Department, said change affects the health and safety of any member of the Fire Department, then the Chief shall, prior to the implementation of said rule, give to the Union a forty-eight (48) hour notice, in writing, of the proposed change or amendment. If the Union, in its opinion, feels that said change, modification or amendment is unjustified to any member of the Fire Department, such member shall within ten (10) days thereafter, elect to submit the matter to grievance.

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## **ARTICLE XII: HEALTH AND SAFETY**

- a) The Fire Department and the Union shall cooperate in matters of safety, health and sanitation affecting the employees. The Fire Department shall furnish protective equipment including coats, fire helmets, boots and self-contained breathing apparatus and all other personal safety equipment which shall be worn or required by the personnel on duty and all other personnel responding to the alarm. The Union Safety Committee shall be consulted in advance of any change in the above mentioned equipment.
- b) A joint union-management safety committee will be established consisting of the Fire Chief, the Deputy Fire Chief and four (4) members selected by the Union (one from each group). The safety committee shall meet a minimum of three times per year to discuss/consider all safety issues.

## **ARTICLE XIII: MANPOWER**

### **Section 1. Staffing**

- a) The staffing of the Fire Department is an administrative matter and therefore, the responsibility of the Fire Chief. The Fire Chief will determine and provide an adequate staff at all times to afford proper protection for the Town.
- b) At the commencement of the day or night shifts, there shall be a minimum of eight (8) full-time members who rotate shifts, on duty at all times, assigned to fire suppression apparatus and equipment. In addition to these fire suppression personnel, the Town will staff a minimum of two (2) and up to four (4) full-time members who rotate shifts and who are also certified Emergency Medical Technicians to staff ambulance equipment.

### **Section 2. Reserve Fire Fighters**

If more than two (2) simultaneous long term absences of bargaining unit Fire Fighters regularly assigned to a given unit (working group) occur, such long term simultaneous absences in excess of the two (2) can be filled on a temporary basis by use of reserve Fire Fighters in lieu of inter-unit transfers of bargaining unit Fire Fighters as described in Article VII, Section 2, paragraph d. For purposes of this Section, long term absences are defined as sixty (60) consecutive calendar days or longer. Reserve personnel will not be entitled to work nor will they be assigned overtime to perform bargaining unit work.

Such use of reserve personnel as provided in the above paragraph of this section can be made from the date of notification of the absences, and can last for the duration of the time during which more than two (2) Fire Fighters are on such extended, simultaneous absence. If the Fire Fighter absences are health related, the probability of the two (2) absences simultaneously exceeding sixty (60) consecutive calendar days will be subject to verification by physician or by notice from the Fire Fighters so affected.

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**ARTICLE XIV: PARKING**

The Town shall provide at no cost to the employees, adequate parking facilities, adjacent to the station houses, for all employees on duty.

**ARTICLE XV: BULLETIN BOARDS**

The Town shall provide bulletin board space in each of the firehouses in the day room or kitchen area for the posting by the Union of notices regarding Union business and activities.

**ARTICLE XVI: JURY DUTY**

Any employee called for jury duty shall receive his/her regular pay and all benefits for the period of time during which he is required to serve on jury duty. Said employee shall, after his/her fifth day of jury duty, return to the Town any payments received for the performance of jury duty.

**ARTICLE XVII: COMPENSATION**

**Section 1. Salary Schedule:**

Salaries will be paid pursuant to the following schedule:

Jul 1, 2015	2.0%	Min	II	III	Max	
		Fire Fighter	\$44,226.25	\$47,135.36	\$50,048.29	\$53,313.42
		Fire Lieutenant		\$57,508.67	\$61,068.49	\$65,039.85
		Fire Prevention Lieut				\$79,999.01
Jan 1, 2016	0.5%	Min	II	III	Max	
		Fire Fighter	\$44,447.38	\$47,371.04	\$50,298.53	\$53,579.99
		Fire Lieutenant		\$57,796.21	\$61,373.83	\$65,365.05
		Fire Prevention Lieut				\$80,399.00
Jul 1, 2016	2.0%	Min	II	III	Max	
		Fire Fighter	\$45,336.33	\$48,318.46	\$51,304.50	\$54,651.59
		Fire Lieutenant		\$58,952.14	\$62,601.31	\$66,672.35
		Fire Prevention Lieut				\$82,006.98

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Jul 1, 2017	2.0%	Min	II	III	Max
	Fire Fighter	\$46,243.06	\$49,284.83	\$52,330.59	\$55,744.62
	Fire Lieutenant		\$60,131.18	\$63,853.34	\$68,005.80
	Fire Prevention Lieut				\$83,647.12

\* Fire Fighters and Lieutenants shall not be eligible to move to the next step until they have completed one year in the prior step.

**Section 2. Longevity**

a) Employees who have been in continuous full-time employment shall be paid, in addition to regular salary payments, increments determined as follows:

<u>Length of Service</u>	7/1/15	7/1/16	7/1/17
Over 5 but not over 10 years	\$ 525	\$ 550	\$ 600
Over 10 but not over 15 years	\$ 825	\$ 850	\$ 900
Over 15 but not over 20 years	\$ 925	\$1,225	\$1,525
Over 20 but not over 25 years	\$1,025	\$1,325	\$1,625
Over 25 years	\$1,125	\$1,425	\$1,725

Longevity shall be paid weekly and included in the calculation of overtime and shall be treated as part of compensation for pension and retirement purposes.

b) An employee will be eligible for longevity increments on the 5<sup>th</sup>, 10<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup>, and 25<sup>th</sup> anniversary date of his/her employment and the amount of increment to which he or she is entitled for the then fiscal year will be determined by paying in two (2) equal amounts the appropriate amount for the highest anniversary date which falls in that fiscal year.

**Section 3. Emergency Medical Technicians**

Employees hired on or after July 1984 will be required to obtain Emergency Medical Technician certification during their probationary period and to maintain that certification until promoted to the rank of fire lieutenant or higher, as a condition of employment, provided, however, that such required condition of employment is made subject to the following which is applicable to all bargaining unit employees:

The Union and the Town agree that the bargaining unit will include, at all times, a minimum complement of twenty-four (24) certified Emergency Medical Technicians, and that whenever such complement of certified Emergency Medical Technicians exceed the minimum of twenty-four (24), then, to the amount of excess number(s), employees can bid off ambulance service with such opportunity being allocated to employees on the basis of EMT seniority list. A current EMT seniority list will be established and remain separate from the department seniority list. A member's EMT seniority shall begin from the date that they are permanently assigned to the ambulance rotation.

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Lieutenants shall not be assigned to ambulance duty. Fire Fighters, who are not assigned, those in addition to the 24 mentioned above, shall not be assigned any full tours-of-duty on the ambulance and shall not be relocated, transferred or reassigned to perform ambulance duty except as noted below:

- a) When there are only two assigned EMT's on duty at either station, and one or both are released from duty due to sickness or for other reasons, or when off-duty EMT personnel are summoned for call back or EMT extra duty details, every attempt will be made to hire assigned EMT's to replace those positions. If none of the 24 assigned EMT's are available, the Fire Chief may fill the vacant EMT position, from the list of non-assigned EMT's. This list shall be maintained in order of department seniority.
- b) When the procedure outlined in paragraph a) is followed and there is no response from off-duty assigned or non-assigned EMT's to cover the vacant position, the Fire Chief may utilize on-duty, non-assigned EMT's to continue providing ambulance service. On-duty personnel shall not be used to cover extra duty details.
- c) When the procedure outlined in paragraph a) above (for extra duty details only) has been followed and neither assigned nor non-assigned off-duty EMT's respond, the Fire Chief may utilize lieutenants who have maintained their EMT certification.
- d) Non-assigned EMT's who are assigned to a full or part of a tour-of-ambulance duty shall receive an additional compensation for their time using the following formula:

**\*Assigned Stipend - Non-Assigned Stipend/52.14 = the weekly tour rate differential**

Additional compensation shall not be provided to non-assigned EMT personnel who are assisting regularly assigned, on-duty EMT's during emergency transport.

All employees entitled to an annual Emergency Medical Technician stipend will receive such stipend pursuant to the following formula:

- 1) For eligible employees assigned to the ambulance, the listed percentage of the Fire Fighter current annual maximum salary in effect for the year involved

Effective July 1, 2015	8.00%
Effective July 1, 2016	8.25%
Effective July 1, 2017	8.75%

- 2) For Lieutenant and Fire Fighter EMT's not assigned to the ambulance, the listed percentage of the Fire Fighter current annual maximum salary in effect for the year involved

Effective July 1, 2015	4.50%
Effective July 1, 2016	4.75%
Effective July 1, 2017	5.25%

Payment of this stipend shall be made on a semi-annual basis unless there is an end of service (lateral transfer, retirement, or termination) and then it shall be paid upon such end of service.

- e) The Town shall reimburse members for registration fees, books and tuition relative to attendance at courses approved for the maintenance of the EMT Patch, provided that the Fire Chief shall have first approved attendance at such courses, and that where grades are given, a passing grade is obtained.

**Section 4. Night Differential**

Employees assigned to the rotating unit (work group) schedule will receive on a weekly basis 3.75% percent of their weekly salary. Such night differential increments are to be considered as part of salary for the computation of all fringe benefits and overtime which are computed as a fraction or percentage of salary and are to be included in regular salary for purposes of retirement contributions calculations.

**Section 5. Supplemental Longevity Incentive**

a) An employee who has attained twenty (20) years of service as an employee of the Town of North Andover shall be eligible for the Supplemental Longevity Incentive (“SLI”). In order to be eligible to receive the SLI benefit, an employee must submit a completed and executed form, as set forth in Appendix B to this Agreement, on or before the last day of December immediately preceding the July 1<sup>st</sup> start of the fiscal year in which the employee intends to commence receipt of the SLI.

b) An employee who satisfies both of the foregoing eligibility and notice requirements, shall commence receipt of the SLI as of the date in the next fiscal year specified in the election form (Appendix B), and the employee thereafter shall remain a recipient of SLI for up to a consecutive three (3) year period, ending on the earlier of either the end of the consecutive three-year period or the separation date of the employee’s employment with the North Andover Fire Department. During this consecutive three-year period, the employee will continue to receive any regular longevity payment as specified in the collective bargaining agreement (Article XVII, Section 2).

c) An employee who participates in the SLI shall be compensated in accordance with the following schedule:

First Year SLI	\$2,000
Second Year SLI	\$2,000
Third Year SLI	\$2,000

The parties agree that these amounts are not cumulative.

d) A decision to participate in the SLI is non-revocable and once an employee has completed participation in the SLI program, the employee shall no longer be eligible to receive any longevity payment pursuant to the collective bargaining agreement. The allowance paid under these provisions will be paid weekly and added to base pay; however such increase shall not be included in the overtime rate.

e) The Union and the Town further agree that the foregoing amendment shall be deemed for all purposes to have been and to remain the benefit context for all former and current unit members who have participated in or, upon the adoption of the foregoing amendment, were participating in

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the predecessor version of the Article XVII, Section 5 benefit upon such members' filing the amended Appendix B form.

f) Notwithstanding sub-sections (a)-(e) above, employees hired on or after July 1, 2012 shall not be eligible for supplemental longevity.

## **Section 6. Stipends**

All stipend positions are advisory positions to the Fire Chief and the employee who is delegated the responsibility for the stipend must balance their ability to use sound judgment and common sense, to act independently in the performance of the tasks assigned, while at the same time maintaining communications with the Fire Chief, who has the legal authority for budgetary expenditures. The annual stipend for each position is two thousand dollars (\$2,000) which is paid quarterly after the Fire Chief receives and approves a quarterly activity report. Members are allowed to hold no more than one (1) stipend position as any given time.

### Fire Alarm Supervisor

The Fire Alarm Supervisor involves the supervision of the North Andover Fire Alarm system. Employees must be knowledgeable in the functions of the fire alarm system and all of its components. The employee in this position has oversight for the fire alarm expense line item, which includes the equipment and subcontract of maintenance for the municipal fire alarm system. It is essential that this employee be available for emergency service of the fire alarm system. The Fire Alarm Supervisor coordinates work with the Fire Prevention Officer.

#### Qualifications:

- Strong communications skills
- Ability to provide accurate cost estimates for work to be performed
- Ability to budget monies allocated
- Budget planning
- Organization of work and delegation to work crews
- Planning
- Ability to exercise sound independent judgment
- Basic computer skills

### Public Education Officer

The Public Education Officer coordinates the public fire education for the Town and works with all age groups in presenting this message.

#### Qualifications:

- Strong verbal and presentation skills to a variety of audiences and age groups
- Background in education and preparation of lesson plans
- Coordination of presentations

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- Coordination with fire suppression, fire prevention, fire investigation and juvenile fire-setter programs to present materials which are timely and consistent with the fire problem
- Grant writing
- Budget oversight for the expense line items for fire education
- Oversight of grants for public education and in particular the SAFE grant program
- Oversight of materials and maintenance of equipment and materials assigned to the Public Education Office in particular the Fire Safety Trailer.
- Budget planning
- Basic computer skills
- Ability to exercise sound independent judgment.

#### EMS Supply Officer

The EMS Supply Officer performs as a purchasing agent for the budgetary line item for ambulance equipment to maintain medical supplies and equipment as required by OEMS and federal communicable disease standards on all fire ambulances and apparatus within the budget allocated and with input from employees as to equipment needs. Typically this position is offered to the senior EMT assigned to the ambulance that is willing to accept and is qualified to perform this function. This employee is included as a member of any committee for the purchase of new ambulance(s).

#### Qualifications:

- Strong communication skills
- Product evaluation and price assessment
- Budgetary oversight of the allocated line item
- Budget planning
- Ability to exercise sound independent judgment

#### Hazardous Materials Right-to-Know Coordinator

The Hazardous Materials Right-to-Know position coordinates the information relative to hazardous materials in the Town of North Andover. This employee is required to have knowledge in the use of computers and the CAMEO software for use in maintaining records relative to hazardous materials. Familiarity with Federal, State and local laws and regulations is a requirement of this position. This employee coordinates the requests for 21E property surveys for contamination within the Town.

#### Qualifications:

- Computer skills in working with data bases
- Strong communications skills
- Budgetary planning
- Budgetary oversight for allocated line item expense
- Ability to exercise sound independent judgment.

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## Senior Fire Investigator

The Senior Fire Investigator oversees the fire investigation office. This employee coordinates the activities of the fire suppression employees, the public fire education officer, fire prevention officer and police department assigned to criminal investigation. The fire investigation office is responsible for the investigations for cause and origins of all fires and the determination of whether fires are incendiary and conducts interviews in relation to those fires. The fire investigation office is responsible for pursuing criminal process where necessary. The fire investigation office is the lead program for the juvenile fire-setter program and works with other youth services agencies and social service agencies to provide assistance to juveniles who display inappropriate fire use. This employee must be available on-call for emergencies.

### Qualifications:

- Strong communication skills
- Budgetary allocation
- Budgetary planning
- Mass. Fire Academy or equivalent fire investigation courses
- Report writing
- Coordinating of multi-agency scenes (building, state fire marshal, insurance company and other investigative agencies.)
- Funding sources and grant programs for program enhancement
- Ability to exercise sound independent judgment

## Building Maintenance Supervisor

This Building Maintenance Supervisor involves the review and cost estimates of projects for proposed renovation, alterations and major facility procurements. This employee must work with the budget allocated for building maintenance.

### Qualifications:

- Strong communication skills
- Ability to achieve consensus
- Construction supervisor certification helpful
- Knowledge of state codes related to construction, building, fire prevention and electrical
- Oversight of proposed projects within the budget framework
- Budgetary planning
- Ability to exercise sound independent judgment

## Motor Vehicle Liaison

The Motor Vehicle Liaison position provides oversight into an effective and efficient fire department vehicle apparatus maintenance program. This employee shall work with the contractor who has been delegated the responsibility of performing the maintenance and insure that it is done in a manner which is efficient, in compliance with current standard and insures the safety of the employee who will utilize the equipment.

Qualifications:

- Strong communications skills
- Qualifications as vehicle mechanic
- Budget planning in cooperation with vehicle maintenance contractor
- Development of instruments for the accurate tracking of maintenance
- Basic computer usage
- Ability to exercise sound independent judgment

EMT Education Coordinator

The EMT Coordinator is responsible for the teaching and/or coordinating of continuing education course as required by OEMS. A minimum of fourteen (14) continuing education hours will be offered in total per calendar year. Every attempt will be made to rotate said training evenly between the on duty units. Other duties will include coordinating a yearly EMT Refresher course, coordinating CPR certification as required by OEMS and maintaining records, to include but, not limited to, training rosters, OEMS approval numbers and exams, In addition, the position will be responsible for budget oversight for the allocated expense line item.

Qualifications

- Strong communication skills
- Budget planning and forecast
- Basic computer skills. including knowledge of Microsoft Office
- Strong verbal and presentation skills
- Ability to exercise sound independent judgment
- Background in teaching a plus.

Small Engine Maintenance Liaison

The Small Engine Maintenance Liaison position provides oversight into an effective and efficient routine maintenance program to include all small engines not currently under outside maintenance contract. This employee shall work with all vendors that have been delegated the responsibility of performing the maintenance and ensure that it is done in a timely manner which is efficient, in compliance with current standard, and insures the safety of the employee who will utilize the equipment.

This stipend position only shall not enjoy the benefits of overtime as is common with other stipend positions.

Qualifications

- Strong communication skills
- Strong organizational skills
- Ability to work with outside vendors
- Ability to exercise sound independent judgement

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- Knowledge of small engines and their operation
- Demonstration of some mechanical ability a plus

**Section 7. Defibrillator Compensation**

All employees will receive, on a bi-weekly basis, 1.5% of their bi-weekly salary for defibrillator compensation. Such compensation is to be considered as part of salary for the computation of all fringe benefits and overtime which are computed as a fraction or percentage of salary and are to be included in regular salary for purposes of retirement contribution calculations.

**ARTICLE XVIII: FRINGE BENEFITS**

**Section 1. Paid Holidays**

a) The following holidays shall be observed as mutually agreed upon by the Town and Union:

New Year's (includes the night shift of December 31 and both the day and night shift of January 1)	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Christmas (includes the night shift of December 24 and both the day and night shift of December 25)
Independence Day	

The Christmas and New Year's holidays, consisting of the night shift immediately prior to the day and both the day and night shifts on the day shall each be considered as one holiday.

- b) Employees shall be granted time and one-half for all hours worked on the holiday and one-fourth of the week's salary when off duty. The Christmas holiday consisting of the night shift of December 24 and both the day and night shifts of December 25 shall be considered as one holiday. The New Year's holiday consisting of the night shift of December 31 and both the day and night shifts of January 1 shall be considered as one holiday. Those employees who are not on duty for any of those shifts shall be compensated one-fourth of the week's salary.
- c) Employees hired on or after July 1, 2012 shall receive the following compensation for holidays worked: twenty-four hours straight time pay for a 24-hour shift on the holiday. That payment shall be pro-rated if the employee works only a day tour (10 hours) or night tour (14 hours) on the holiday.
- d) The holiday tour shall be 8:00 a.m. on the day of the holiday to 8:00 a.m. on the day following. Compensation for all hours worked is to be paid to all members if working the holiday period, that is one 10-hour day shift and one 14-hour night shift. (An additional 14 hour night shift on December 24 and December 31).

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- e) Employees will not be allowed to take vacation or personal leave on the holidays of Thanksgiving (day and night shift) and Christmas (night shift on December 24 and both day and night shift on December 25).

## Section 2. Vacation Leave

- a) A full-time employee in continuous service shall be granted vacation with pay on the following terms:

Two (2) "shift tours" for all those employees who have completed one (1) year of service. After six months of employment, an employee shall be entitled to one "shift tour" of his/her initial vacation allowance in advance, in which case he/she shall receive one "shift tour" of vacation after his/her first year of service."

Three (3) "shift tours" for all those employees employed continuously by the Town for five (5) years.

Four (4) "shift tours" for all those employees employed continuously by the Town for ten (10) years.

One additional vacation shift for every two years of service until five (5) shift tours have been reached.

Five (5) "shift tours" for all those employees employed continuously by the Town for eighteen (18) years.

- b) A shift tour is defined as two (2) 24-hour tours, and each tour consists of a 10-hour shift and a 14-hour shift, for a total of 48 working hours for members working on a unit. A shift tour for a day Fire Fighter shall be 7:30 a.m. to 4:00 p.m., Monday through Thursday, and 7:30 a.m. to 3:30 p.m. Friday.
- c) The vacation year shall be from January 1 to, and including, December 31.
- d) Vacations shall be taken in the year in which they are due except employees may carry over up to one shift tour of vacation into the next vacation period.
- e) A maximum of six (6) employees per shift in the rank of Fire Fighter can take vacation at the same time. The parties will have further discussion about how to determine priority of multiple vacation requests which would exceed the limit.

Employees taking vacation leave shall provide the Department with as much notice as possible, but no less than one (1) hours' notice.

- f) All vacation leave can be taken on a daily basis in a 10- hour day shift and/or a 14-hour night shift. When taking a shift tour's vacation on a daily basis, said shift tour shall consist of two (2) twenty-four hour tours. An employee requesting vacation leave must give at least a one (1) hour notice before the start of a shift or such request may be denied. The day Fire Fighters shall not be called in the Sunday before and Saturday after for overtime. An employee taking

a full shift tour vacation shall not be called to work overtime for a period of twenty-four (24) hours prior to the commencement of the shift tour nor for forty-eight (48) hours after the shift tour ends. An employee taking two or more consecutive shift-tours of vacation shall not be called to work overtime for a period of twenty-four (24) hours prior to the commencement of the first shift tour of vacation nor until forty-eight (48) hours after the end of the last shift tour of vacation. Nothing in this paragraph shall pertain to vacations taken on individual daily basis.

- g) Upon the death of an employee who is eligible for vacation under this section, payment shall be made to the estate of the deceased in the amount equal to the vacation year prior to the employee's death but which had not been granted. In addition, payment shall be made for that portion during which the employee died up to the time of his/her separation from the payroll.
- h) Employees who are eligible for vacation under this section and whose services are terminated by dismissal through no fault of their own, or by retirement, or by entrance into the armed services shall be paid an equal amount to the vacation period prior to such dismissal, retirement, or entrance into the armed forces. This payment shall also apply to employees who were unable to take that vacation time due to prolonged sickness or injury which was taken in compliance with department sick leave policy or injury under M.G.L. c41, §111F. Said payment will be made when the employee returns to work or terminates his/her employment.
- i) In addition, payment shall be made for that portion of the vacation allowance in the vacation period during which such dismissal, retirement, or entrance into the armed forces occurred up to the time of the employee's separation from the payroll.
- j) Absences, on account of sickness in excess of that authorized under the rules therefore, or for personal reasons as provided for under other leave, may, at the discretion of the department head, be charged to vacation leave.

### **Section 3. Sick leave**

- a) A full-time employee or part-time employee in continuous service who has completed six (6) months of service shall be allowed six (6) shifts leave with pay and thereafter shall be allowed leave of one (1) shift for each month of service, provided such leave is caused by sickness or injury or by exposure to contagious disease. Sick leave may be taken as a ten (10) hour day shift or fourteen (14) hour night shift at the discretion of the firefighter. One (1) ten hour day shift or one (1) 14-hour night shift shall equal one (1) sick shift for record keeping purposes. Three of these days, per calendar year, may be used for family illness per year.
- b) An employee shall be credited with the unused portion of leave granted under paragraph a) above.
- c) Sick leave must be authorized by the Fire Chief.
- d) A physician's certificate of illness shall be submitted by the employee, or his/her agent, to the Fire Chief after four (4) consecutive shifts absence. This note shall be submitted to the Fire Chief by the fifth (5th) consecutive shift.
- e) The Fire Chief may, at his/her discretion, require a medical examination of any employee who

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reports his/her inability to report for duty because of illness. This examination shall be at the expense of the Town by a physician appointed by the Town.

- f) Injury, illness or disability self-imposed shall not be considered a proper claim for leave under this Section. In cases where an employee has followed the proper procedure in using existing employee assistance program, the leave shall be applicable but the employee may be required to submit remaining vacation time up to one (1) shift tour to assist in his/her participation in the program.
- g) Nothing in this Section shall conflict with Section 100, c41 of the General Laws.
- h) It is agreed that the employees covered by this contract may, if eligible, join the Sick Leave Bank.
- i) Sick Leave Bank: The following rules and regulations are promulgated for the purpose of administering a sick leave bank for employees of the North Andover Fire Department. The application to be used for the sick leave bank is found in Appendix C. There is hereby established a sick leave bank from which employees who have exhausted their sick leave can make application to draw additional sick leave benefits. Employees may contribute to this bank on a voluntary basis, from their accumulated, unused sick leave credits. Procedures and standards for contribution shall be as follows:
  - 1) The bank shall be administered by the Fire Chief.
  - 2) Each application for sick leave from the bank will be considered separately by the Fire Chief. The employee act of contributing to the bank does not guarantee the right to draw from the bank. Decisions made by the Fire Chief shall be subject to the grievance and arbitration provisions of the Collective Bargaining Agreement. The Union hereby waives its rights to grieve a decision made by the Fire Chief permitting an employee to draw from the bank over the objection of the Union.
  - 3) The Fire Chief may require an employee, who applies to draw from the bank, to provide a medical certificate as to illness. The Fire Chief may re-evaluate each case at one month intervals, and, in that regard, the Fire Chief may require that the employee furnish further medical certification of illness, at no expense to the Town.
  - 4) The employee, while on the bank, shall not earn or accumulate sick leave.
  - 5) The employee who is drawing from the bank for a period of more than thirty (30) consecutive calendar days shall forfeit a portion of his/her vacation leave. The portion so forfeited shall be determined by dividing the number of calendar days on which the employee is utilizing the bank by 365. Fractions shall be rounded off to the nearest whole day. In the event that said employee shall then have remaining vacation leave, the Fire Chief shall determine how much of the leave will be credited as vacation and how much will be credited to the employee as sick leave. In the event that the employee shall have exhausted his/her vacation leave prior to drawing from the bank, adjustments shall be made from the employee's vacation leave for the following calendar year. In the event that an employee drawing from

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the bank has accumulated unused vacation leave, which he is unable to use during the calendar year due to his/her sick leave status, the unused vacation leave will be credited as sick leave upon his/her return to active duty in the next calendar year, after the deduction of vacation leave, as provided in this section.

- 6) Employees who are on their one year probationary period have the option to join the sick leave bank after six months, but may wait until three months after their one year probationary period has been lifted.
- 7) In the event that the number of shifts remaining in the bank reaches thirty (30), the Fire Chief shall notify the Union of this fact and shall assess each participating employee one additional shift of sick leave to be added to the bank. Any participating employee who does not wish to contribute the additional shift shall so notify the Fire Chief within ten (10) days of the posting of the Fire Chief's intention to make the assessment. In that event, the employee shall forfeit any further consideration for eligibility to draw from the sick leave bank and shall forfeit the use of shifts already contributed. The shifts so forfeited will remain in the bank for use by participating members. Each member will be assessed one (1) shift each time additional contributions are needed.
- 8) Employee entitlement to draw from the said bank shall be determined by the Fire Chief on the basis of, among other considerations, information and data supplied by the Union, information and data supplied by the Town, attendance and performance, provided, however, that an employee must contribute to the bank in order to be eligible to draw from the bank. Upon receipt of an application for use of the bank, the Fire Chief shall notify the Union and the Town, who shall supply information and data in writing, as they see fit within seven (7) days of notification. However, the Fire Chief, in his/her discretion, may temporarily allow an employee to draw from the bank pending the receipt of this information and data.
- 9) The maximum time an employee may remain on the bank is one (1) year. The Fire Chief may allow up to one (1) additional year if he/she feels it is necessary and justified based upon the guidelines established by Article IV. The Fire Chief may require, as a condition of granting benefits beyond one year, that the employee be examined by a physician chosen by the Town at the expense of the Town. It is the intent of this Article that an employee not return to active duty at the end of one year's drawing on the bank for the purpose of reinstating his/her eligibility to draw from the bank without the necessity of an examination by a physician chosen by the Town.
- 10) If the Fire Chief rejects an employee's application for use of the bank, such rejection shall be in writing and shall state the specific reasons for the rejection.
- 11) These rules and regulations may be amended by collective bargaining or by mutual consent of the Town and the Union.
- 12) The Town shall, on July 1st of each year, contribute one shift for each member of the Bargaining Unit to the Sick Leave Bank. This contribution shall not be assessed

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against or in any way affect the accumulation of sick leave by the employees pursuant to Article XVIII, Section 3, Paragraph a). The sick leave bank shall not exceed 600 shifts, unless a new member's contribution shall cause the bank to exceed 600 shifts.

j) Attendance Incentive

For employees hired on or after July 1, 2012, there shall be an attendance incentive system under which Fire Fighters with little or no sick leave in a calendar year can buy back sick days at their applicable daily rate under Article XVII, Section 1. The attendance and buy back amounts shall be as follows:

For zero (0) sick shifts used, two (2) night shifts and one (1) day shift (38 hours) can be bought back; or

For one (1) sick shift used, two (2) day shifts and one (1) night shift (34 hours) can be bought back; or

For two (2) sick shifts used, one (1) day shift and one (1) night shift (24 hours) can be bought back.

In calculating "sick shifts used", the following absences shall not count: (1) Up to two occurrences of sick leave of up to two shifts each, provided the employee submits a physician's note, with an original signature of the physician, certifying that the employee was examined and found to be ill, and the Chief approves this exception; and (2) for absences due to non-elective surgery of an injury compensable under section 3a of this Article, provided the period of convalescence (beginning with the date of surgery) does not exceed six (6) weeks.

A tour is defined as a 24 hour work period comprised of a 10 hour day shift and a 14 hour night shift.

Buy back payments under this section will be made in July of the year following the calendar year, e.g. the first payments shall be made in July, 2014.

**Section 4. Personal leave**

Employees shall be entitled to four (4) shifts of personal leave per fiscal year. Employees taking personal leave shall provide the Department with as much notice as possible, but not less than one (1) hours' notice.

**Section 5. Bereavement Leave**

Paid bereavement leave of two (2) full tours (48 working hours) following day of death in an employee's immediate family (spouse, child, parent of either spouse, brother, sister, grandparent of employee, grandchild of employee) and up to three (3) 10-hour and/or 14-hour shifts for the following: brother-in-law, sister-in-law, grandparent of spouse, and person in the immediate household.

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In the event that the death of the family member mentioned in the above paragraph occurs within 24 hours of the beginning of a scheduled shift tour or on the first tour of the member's regularly scheduled shift tour, that employee so affected shall be granted an additional day of bereavement leave. In that instance, the individual employee shall have the entire shift tour bereavement leave.

### **Section 6. Injury Leave**

Whenever a member of the Fire Department is incapacitated from duty because of an injury sustained in the performance of duty, he/she shall be entitled to injury leave with full pay during the period in which he/she is unable to perform his/her duties or until such time as he/she has been accepted for retirement, in accordance with M.G.L. c41, §111F as amended.

The Town shall provide and maintain insurance for the purpose of paying the hospital, medical and surgical expenses incurred by any member of the Department who is injured in the performance of his/her duties.

### **Section 7. Union Business Leave**

A bank of twelve (12) shifts shall be established for use by the Union for conducting union business. The Union shall request of the Chief, or his/her designee, twenty-four (24) hours prior to the use of this leave, and state reasons for the intended use. Failure to notify in this manner will negate the leave. The Chief may deny leave for more than one person at a time if it would incur excessive overtime. Annually, by June 30, the Secretary/Treasurer of the Union shall provide the Chief with a written statement of the days taken, dates, and reasons for leave. Failure to provide this information would disallow the bank until that data is received.

### **Section 8. Uniform Allowance**

Employees will receive a yearly uniform allowance of \$800 for the purchase and replacement of uniforms and necessary work clothes. Payment shall be made in the first bi-weekly check issued in August of each fiscal year.

Appended to and incorporated into the contract as "Appendix A" is the current list of basic issue, as agreed upon by the Union and the Town, for which the uniform allowance is applicable. Uniformed members shall be neatly dressed at all times while on duty in uniforms which comply with the departmental specifications. Members of the Union shall only be required to replace such clothing as is physically needed, notwithstanding the fact that the various parts of uniforms do not match.

Any expenses arising from any change in the prescribed uniform shall be borne by the Town and shall not be attributable to the clothing allowance. The Town shall provide new dress and work uniforms protective clothing for all new employees. Dress uniforms shall be provided upon successful completion of the probationary period. Probationary employees shall not receive a clothing allowance until completion of their first year of employment; however, such employees shall receive \$300 during the probationary period for the purchase of winter uniforms.

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Employees shall not be eligible for clothing allowance when they are terminated as a result of disciplinary action, layoff or when a notice of retirement has been filed with the Essex County Retirement Board.

The Town agrees to replace dress uniforms at fifteen (15) year intervals from their date of issue. The Town agrees to replace up to six (6) dress uniforms per fiscal year in order to achieve this. An employee may keep his/her uniform badges upon retirement, if so desired.

### **Section 9. Academic Compensation**

- a) The Town shall reimburse members for registration fees, books and tuition for courses which are part of a curriculum for the attainment of a degree in Fire Science, into which the member has formerly entered or matriculated, at Massachusetts State University credit hour rates (i.e. Salem State rate) for course work at an approved college or university. (Through prior agreement, this does not apply to Lieutenant Michael Beirne.) Such courses must be given by an accredited educational institution, provided that the Fire Chief shall first have approved the member's participation in such a program and that a passing grade is obtained.
- b) Employees shall receive, in annual lump sum payments, compensation for academic course credits, for courses which they have successfully completed and which are necessary to obtain an Associate's Degree in Fire Science at accredited educational institutions.

The compensation shall be as follows:

20 to 39 credits	\$ 500
40 to 59 credits	\$ 750
60 to 89 credits	\$ 1,000
90 to 119 credits	\$ 1,500
BS Fire Science	\$ 2,000

The above schedule shall remain in effect for Fire Fighters first hired on or after July 1, 2013. For Fire Fighters first hired on or before June 30, 2013 the following revisions shall apply, effective July 1, 2013:

Associates, Fire Science...	\$2,000
Bachelor of Science, Fire Science...	\$3,000

Effective July 1, 2015, employees will receive \$950 upon completing annually twenty-one (21) hours of courses offered by the Massachusetts Fire Academy or other such courses designated by the Fire Chief; provided, however, that recruit training class hours and hours spent by on-duty members at on-duty classes will be excluded from the above annual twenty-one hour count, and further provided that the Fire Chief will distribute such on-duty classes evenly among the units whenever possible. Annually, the maximum amount of on-line courses, if approved by the Fire Chief, shall not exceed four (4) hours. Such compensation will be paid to all employees.

Effective July 1, 2016, the amount shall increase to \$1,050 annually; effective July 1, 2017, the amount shall increase to \$1,150 annually.

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## **Section 10. Absenteeism**

Employees not expecting to work because of emergencies or other justifiable causes must notify the Officer-in-Charge one (1) hour before the scheduled start of the tour.

## **Section 11. Posting Accumulated Leave**

The Fire Chief shall no longer be required to post a notice listing the amounts of sick leave, personal days, and vacation time each employee has accumulated, provided that Union representatives have access, upon request, to the Lieutenant's book.

## **Section 12. Terminal Leave**

An employee whose service is terminated by retirement shall be allowed a portion of his/her accumulated sick leave as terminal leave. The following formula shall be used in computing the amount of terminal leave to be allowed a retiring employee:

- a) Employees retiring with twenty-five (25) whole years of continuous, full-time service shall receive up to a maximum of twelve (12) shift tours of their accumulated sick leave. (Each shift tour constitutes two (2) twenty-four hour tours.
- b) Employees retiring with less that twenty-five (25) whole years of continuous, full-time service shall receive only a percentage of the maximum entitlement as stated in paragraph a) pursuant to the following formula:
  - Divide the number of whole years of service by 25 to calculate the percentage of years' service for purposes of terminal leave. Multiply the number of sick shifts accumulated by this percentage to give you the maximum number of sick shifts the employee is entitled to receive for their terminal leave benefit. Per paragraph a), the amount is not to exceed twelve (12) shift tours (48 sick shifts).
- c) The phrase "whole years of continuous full time service" as used in Paragraphs a, b, and e will be interpreted and applied as in the past.
- d) Notwithstanding Paragraph a) above, employees retiring with twenty-five (25) years or more of continuous, full time service who, at the time of retirement, have accumulated to their credit one hundred and twenty (120) or more unused sick leave shifts will receive a terminal leave benefit pursuant to the following formula in lieu of that benefit provided in Paragraph a) above: fifty percent (50%) of all accumulated, unused sick leave credited to them.
- e) For purposes of the terminal leave entitlement as provided in Paragraphs a, b, and e of this Section, each compensable shift of sick leave is to be paid at the rate of one-fourth of the employee's weekly salary in effect at the time of retirement.
- f) Notwithstanding the above, for employees hired on or after July 1, 2012, terminal leave payment shall be capped at five (5) shift tours of their accumulated sick leave (20 sick shifts).

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### **Section 13. No Pay Status**

An employee who is in a no pay status shall cease accruing vacation or sick leave, for the duration of that time, except as allowed under the sick leave bank provisions, and except where the employee's pay is later restored by settlement or arbitration award.

## **ARTICLE XIX: GRIEVANCE PROCEDURE**

### **Section 1. Definition of Grievance**

A grievance is a dispute or controversy over the interpretation of the specific terms of this Agreement.

### **Section 2. Grievance Steps**

*Step 1* – Union representatives shall present the grievance orally to the employee's immediate supervisor within seven (7) working days of the occurrence. The immediate supervisor for a grievance involving employee(s) of the firefighter rank shall be the Lieutenant assigned to the firefighter(s) station and shift at the time the Union representatives decide to present the grievance.

The immediate supervisor for a grievance involving employee(s) of the Lieutenant rank shall be the Fire Chief when the position of Deputy Chief is vacant. The immediate supervisor shall document in writing on the grievance form the date and time the grievance was received and what actions he/she took relative to the grievance. Every attempt shall be made to settle the grievance at *Step 1*.

If the grievance has not been settled by the immediate supervisor within three (3) working days from the time the grievance is presented to him/her, the grievance shall proceed, at the discretion of the Union, to *Step 2*.

*Step 2* – Union representatives shall present the grievance, in writing, to the Chief within five (5) working days after the response from the immediate supervisor is due. The Chief has five (5) working days from the time the grievance is presented to him/her to answer the grievance in writing.

In the absence of the Chief because of vacation or illness, the Union representatives shall present the written grievance to the Chief upon his/her return who shall then have five (5) working days from the time the grievance is presented to him/her to answer the grievance in writing. In the case of a grievance regarding employee(s) in the rank of Lieutenant, and, if the Fire Chief is absent because of vacation or illness, Steps 1 and 2 will be combined and the procedures and time limits of *Step 2* shall pertain.

When the Fire Chief is absent due to vacation or illness, he has five (5) working days from the time he actually receives the grievance to answer.

*Step 3* – If the grievance is not resolved at *Step 2*, the grievance, at the discretion of the Union, shall be presented to the Town Manager or his/her designee, by the Union representatives

within five (5) days after the response from the Chief is due. The Town Manager or his/her designee shall meet with the Union representatives within ten (10) working days of the presentation of the grievance at *Step 3* and the Town Manager shall answer the grievance, in writing, within four (4) working days of such meeting.

If the grievance remains unresolved after processing at *Step 3*, the Union, in the Union's discretion, within thirty (30) calendar days, exclusive of holidays, after the date the Town Manager's written answer is delivered, can implement the arbitration provisions of this Agreement. (Article XX).

### **Section 3. - Rights of Grievant**

The grievant may be present at all proceedings relevant to his/her case. The grievant may at any time during the proceedings withdraw his/her grievance.

### **Section 4. Access to Records**

The Union Grievance Committee shall be allowed access, at all reasonable times, to Town property and records relevant for the purpose of investigating a grievance.

## **ARTICLE XX: ARBITRATION PROCEDURES**

If a grievance remains unresolved after processing at *Step 3*, the Union, in the Union's discretion, within thirty (30) calendar days, exclusive of holidays, after the date the Town Manager's written answer is delivered, can submit the grievance to the American Arbitration Association. The controversy then shall be processed pursuant to the rules and regulations of the *American Arbitration Association*.

All Participants in the procedures of this Article, including the arbitrator, shall accept concepts of reasonableness and fairness and shall be governed by applicable provisions of this Agreement in performing their functions.

Any adjustment of a grievance reached in any steps of the grievance procedure and the award of the Arbitrator shall be final and binding on the Town and the Union. The Town and the Union shall share equally in the cost of the arbitration proceedings.

## **ARTICLE XXI: STRIKES**

The Union agrees there shall be no strikes, slow-downs, stoppage of work, or any interference with the efficient management of the Fire Department.

DP  
A

**ARTICLE XXII: DURATION OF AGREEMENT**

This Agreement shall be effective from July 1, 2015 through June 30, 2018, unless neither party indicates its desire to amend the Agreement, in which case the Agreement shall continue yearly. In case either party wishes to amend the Agreement, they will notify the other party on or before January 1, 2018, in writing, including a draft of proposed changes. Upon such notice, the provisions of this Agreement shall remain in full force and effect until a new Agreement is executed, funded and implemented.

IN WITNESS WHEREOF, the parties hereto have executed this agreement at on this the 30<sup>th</sup> day of November, 2015.

FIREFIGHTERS, LOCAL 2035

  
\_\_\_\_\_

  
\_\_\_\_\_

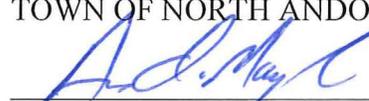
  
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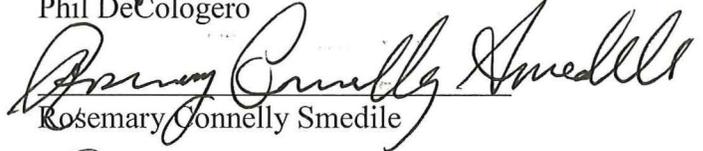
TOWN OF NORTH ANDOVER

  
\_\_\_\_\_  
Andrew W. Maylor, Town Manager

BOARD OF SELECTMEN

  
\_\_\_\_\_  
Tracy M. Watson, Chairman

  
\_\_\_\_\_  
Phil DeCologero

  
\_\_\_\_\_  
Rosemary Connelly Smedile

  
\_\_\_\_\_  
Donald B. Stewart

  
\_\_\_\_\_  
Richard M. Vaillancourt

DP  
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**SIDE LETTER 1**

**EMERGENCY MEDICAL TECHNICIAN RE-CERTIFICATION**

In the event the mandated hours required for Emergency Medical Technician Re-certification is changed (increased beyond the current 24 hours), the Town and the Union agree to meet to discuss the issue.

PP  
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## APPENDIX A

### UNIFORM ALLOWANCE LIST

#### Basic Issue Items

Navy blue work pants  
Navy blue short sleeve shirts  
Navy blue long sleeve shirts  
Black belt  
Navy blue watch cap  
Department issue baseball cap  
Quilted jacket  
Winter coat  
Lapel pins  
Shirt badge  
Blouse badge  
Coat badge  
Blouse  
Dress trousers  
Black tie  
Blue dress shirt (ff)  
White dress shirt (lt)  
Dress hat  
Dress hat badge  
Black shoes/boots

#### Accessory Items

White shirt (ff)  
Dress shoes  
Long underwear  
Sweaters (navy blue) cardigan or pullover with NAFD logo  
Wool socks  
White dress gloves  
Summer jacket with NAFD logo  
Vinyl black/orange reversible raincoat with badge tab  
Navy Blue T-shirts with North Andover Fire Department Logo  
Other items as approved by the Fire Chief

DP  
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APPENDIX B

TOWN OF NORTH ANDOVER  
FIRE DEPARTMENT

NOTICE OF ELECTION TO PARTICIPATE IN THE  
SUPPLEMENTAL LONGEVITY INCENTIVE

TO: Fire Chief DATE:  
FROM:  
SUBJECT: Supplemental Longevity Incentive

In accordance with Article XVII, Section 5, I hereby give notice of my election to participate in the Supplemental Longevity Incentive (SLI) for a consecutive three-year period commencing on \_\_\_\_\_ (insert date). I understand that this election is irrevocable once executed and submitted to the Department and that, upon the conclusion of the consecutive three-year period my base salary shall revert to that provided by the collective bargaining agreement then in effect for non-SLI annual base salary applicable to my rank or position. I also understand that at the conclusion of the consecutive three-year period, I will no longer be eligible to receive any longevity payment pursuant to the collective bargaining agreement.

The amount of money that I will be entitled to receive each week will be calculated by dividing the amount of money that I am eligible to receive by the number of weeks in a 12-month period. Although this weekly amount will be added to my base salary, it will be excluded for purposes of calculating my overtime rate.

I fully understand the terms and conditions as outlined in Article XVII, Section 5 and of this election form and I agree to be bound by all such terms and conditions.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

cc: Town Manager  
Union President

DP  
A

APPENDIX C

TOWN OF NORTH ANDOVER  
FIRE DEPARTMENT

APPLICATION FOR USE OF SICK LEAVE BANK

TO: Fire Chief

DATE:

FROM:

SUBJECT: Sick Leave Bank Application

In accordance with the current collective bargaining agreement between the Town of North Andover and Firefighters Local 2035, I \_\_\_\_\_, am submitting this application for the use of the sick leave bank. I am requesting the use of \_\_\_\_\_ shifts from the sick leave bank.

I hereby certify that I am a member of the sick leave bank in accordance with the collective bargaining agreement. I have read and am familiar with all of the provisions of the sick leave bank.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Note: The Fire Chief will notify the Town and the Union in accordance with the collective bargaining agreement. A written response from the Fire Chief will be given upon receipt of the request or within seven (7) calendar days of receipt of the request.

DP  
IA

**APPENDIX D**  
**- FAMILY MEDICAL LEAVE ACT -**  
**REQUESTING AND USAGE OF LEAVE**

An employee who has been employed for twelve (12) consecutive months or who has worked 1,250 hours in the last twelve months is entitled to up to a total of twelve weeks of family medical leave in one calendar year. The leave shall be unpaid unless the employee elects to use accumulated paid leave.

An employee must notify the personnel department, in writing, of their request for family medical leave, with a control copy to the division director, at least 30 days in advance of the intended date upon which leave will commence and terminate, unless prevented by an emergency situation from giving that length of notice. The employee may be requested to provide a written medical certificate, within the time required under the law, to document that the employee is unable to perform essential job functions or the nature of the family illness. However, subject to medical documentation, an employee can certify that he/she is needed to care for the family member.

Family medical leave may be requested and must be granted for the birth of a child or to care for a newborn child, or adoption of a foster child or for a serious illness of the employee, his or her spouse, child, including adopted or foster child, or parent. Serious illness is defined in accordance with the *Family Medical Leave Act*, 29 CFR Sec. 825.114. Except for caring for a newborn or adopted child, when necessary, leave may be consecutive, intermittent or on a reduced hour schedule. In the event of pregnancy, family medical leave will begin on the date of birth of the child unless the employee opts to begin her leave on the date she is deemed disabled by her physician.

When requesting family medical leave, the employee should state which type of accrued leave to be utilized. An employee on maternity leave, or on leave for personal illness, shall be allowed to use accrued sick leave for the duration, and may use any accrued personal and vacation leave if sick leave is exhausted, for a total of twelve weeks. An employee requesting accrued leave to care for a family member shall be approved to utilize accrued sick leave for the first 30 days, or six weeks, and shall be pro-rated one day of vacation or personal leave for each additional week of leave requested. The other four days may continue to be deducted from accrued sick leave. Usage of leave under F.M.L.A. excludes application to sick leave banks.

The Town of North Andover will continue the employee's health benefits coverage during leave. The employee will continue to accrue holiday, vacation and sick leave credits during paid leave. In the event that the employee exhausts all accrued leave, there will be no further accrual of holiday, sick or vacation leave. Seniority, however, will accrue during the term of the leave. An employee taking such leave is entitled to be restored to the position held by the employee when the leave commenced, and will be entitled to any other benefits the employee would have accrued had he/she not taken family leave.

The Town may designate extended leave as *Family Medical Leave*, when appropriate.

**ADOPTED:** *North Andover Board of Selectmen, June 30, 1997.*

DP  
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