

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF LEOMINSTER
AND
LEOMINSTER FIRE FIGHTERS LOCAL 1841, IAFF

JULY 1, 2021 - JUNE 30, 2024

Article	Title	Page
I	Recognition and Bargaining Unit	4
II	Management Rights	4
III	Union and Employee Security	4
IV	Joint Labor Management Committee	4
V	Blank	5
VI	Payroll Deduction of Union Fees Dues and Assessments	5
VII	Non-Discrimination	6
VIII	Indemnification	6
IX	Line of Duty Injury	6
X	Fire Watch Duty	8
XI	Union Business Leave	8
XII	Salaries, Differentials and Working Out of Grade Salaries	9
XIII	Longevity	13
XIV	Overtime	13
XV	Call Back	14
XVI	Substitution	14
XVII	Hours of Duty	14
XVIII	Holidays	15
XIX	Vacation Period	15
XX	Vacations	16
XXI	Grievance Procedure	17
XXII	Uniform Allowance	19
XXIII	Health Insurance	20
XXIV	Stability of Agreement	20
XXV	General	20
XXVI	Separability	21
XXVII	No Strike	21
XXVIII	Per-Piece Manning Policy	21
XXIX	Residency Requirements	23
XXX	Sick Leave	23
XXXI	Compensation of Unused Accumulation of Sick Leave Days	25
XXXII	Funeral Leave	25
XXXIII	Mutual Aid to Other Cities	25
XXXIV	Educational Incentive Program	26
XXXV	Job Posting and Bidding	28
XXXVI	Inclement Weather	29

XXXVII	Maintenance of Air Apparatus	29
XXXVIII	Personal Leave	30
XXXIX	Holdover	30
XL	Sick Leave Bank	30
XLI	Professional Development	32
XLII	Occupational Safety Account	33
XLIII	Hazardous Materials Training	33
XLIV	Condition of Employment	33
XLV	Monthly Differentials	34
XLVI	Study Committee	34
XLVII	Drug Testing Policy	35
XLVIII	Stipends	40
	Appendix A Salaries	
	Appendix B Longevity Pay Detail	
	Appendix C MOA Promotional Exam Ties	

ARTICLE I
RECOGNITION AND BARGAINING UNIT

The Municipal Employer hereby recognizes the **UNION** as the sole and exclusive representative bargaining agent for the purposes of collective bargaining with respect to wages, hours, standards of productivity and performance and other conditions of employment for all uniformed Firefighters of the Leominster Fire Department, and all other employees of the City whether or not specifically excluded.

The term "all uniformed Firefighters" as used herein shall hereinafter be referred to as "**Employees**", and as used herein, refers to each person in the bargaining unit.

ARTICLE II
MANAGEMENT RIGHTS

Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, all of the authority, power, rights, jurisdiction and responsibility of the CITY are retained by and reserved exclusively to the CITY, including, but not limited to: the rights to manage the affairs of the CITY and maintain and improve the efficiency of its operations; to determine the methods, means, processes and personnel by which operations are to be conducted; to determine the size of and direct the activities of the working force; to determine the schedules and hours of duty consistent with the statutes and the assignment of employees to work; to establish new job classifications and job duties and functions to change, re-assign, abolish, continue and divide existing job classifications for all jobs; to require from each employee the efficient utilization of his services; to hire, promote, assign and retain employees; for just cause and reason to transfer, discipline, suspend, demote and discharge employees; to require reasonable overtime; to promulgate and enforce reasonable rules and regulations pertaining to operations and employees.

ARTICLE III
UNION AND EMPLOYEE SECURITY

The EMPLOYER agrees not to discharge, discriminate against, interfere with, restrain or coerce in any way, employees covered by this Agreement because of union membership or lawful union activities.

ARTICLE IV
JOINT LABOR MANAGEMENT COMMITTEE

The UNION shall designate a standing committee of three (3) employees within the Unit, which committee shall meet with the Mayor, or his designated representatives, from time to time, at the request of either party, and upon the agreement of both parties.

Within three (3) months of the execution of this Agreement, there shall be an initial meeting of

this Committee, if requested by the UNION.

The Joint Committee shall have for its objectives the following subjects:

Informal discussions as to the progress of the development of the collective bargaining relationship.

Determining and enumerating the current established practices dealing with safety and health of employees in the Unit, as exercised by the EMPLOYER and the employees in the Unit

To examine and determine the desirability of revising departmental rules and regulations.

Notwithstanding the rights set out herein, nothing in this Agreement shall be deemed to require the CITY to bargain collectively with the UNION concerning matters set forth or not set forth herein during the term hereof, except as set forth in the expiration clause, nor to require the CITY to consult in advance with the UNION concerning the exercise of rights reserved to the CITY herein nor to create a grievance except that the UNION may grieve the failure to properly administer this Section.

ARTICLE V **BLANK**

This article has been deleted in its entirety effective July 1, 2018.

ARTICLE VI **PAYROLL DEDUCTION OF UNION FEES DUES AND ASSESSMENTS**

The dues of the UNION shall be deducted by the Municipal Employer weekly from the salary of each employee who voluntarily executes and remits to the EMPLOYER a form of authorization for payroll deduction of the UNION dues.

The aggregate amount of weekly dues shall be remitted to the Treasurer of the UNION together with a list of employees from whose pay the dues had been deducted by the CITY Treasurer, and shall be made within the month following next for which dues were deducted.

The Treasurer of the UNION shall be bonded in accordance with the provisions of SECTION 17A of Chapter 180 of the General Laws.

An authorization may be revoked by an Employee by sending a signed or written notice thereof to the City Treasurer, and, d revocation to take effect Sixty (60) days after receipt thereof. The EMPLOYER shall send a copy of said notice to the UNION.

AGENCY SERVICE FEE

All employees covered by this Agreement shall be required as a condition of employment to make payment on or after the 30th day following the beginning of such employment or the effective date of this Agreement; whichever is later, of an Agency

Service Fee to the UNION. Such Agency Service Fee shall be proportionately commensurate with the cost of collective bargaining and contract administration, in accordance with the terms of G.L.C. 150 E SECTION 12. Said Service Fee may be made in accordance with the procedures set forth in Article VI, Payroll Deduction of Union Fees, Dues and Assessments.

When an Employee fails to authorize the CITY to make weekly payroll deductions as provided herein, he shall make the Agency Service Fee payments directly to the UNION Secretary/Treasurer in the same amounts and in the same manner as does the CITY.

ARTICLE VII
NON-DISCRIMINATION

The EMPLOYER and the UNION agree not to discriminate in any way against Employees covered by this Agreement on account of membership or non-membership in the UNION, or on account of race, religion, creed, color or national origin or any other protected category as set forth in state or federal anti-discrimination laws.

ARTICLE VIII
INDEMNIFICATION

Employees shall be protected and their rights as set forth in Chapter 41, Section 190 of the General Laws.

Any matter arising out of this Article will not be subject to the grievance procedure.

The EMPLOYER and UNION agree that the Employees shall be protected under the terms of Section 190 B of Chapter 41 of the General Laws.

Effective January 1, 1999 a fire fighter who is on injury leave for a continuous period of 13 months shall cease accruing vacation benefits for any period exceeding 13 months.

ARTICLE IX
LINE OF DUTY INJURY

Whenever an Employee sustains injury in "Line of Duty" as defined in Chapter 41, Section 111F of the General Laws, such injury for the purposes of official records, shall be designated as "Line of Duty", and such Employee shall be compensated in the manner set forth in Section 111F of Chapter 41; provided that such leave shall not be granted for any period after such fire fighter has been retired or pensioned in accordance with the law or for any period after a physician designated by the appointing authority determines that such injury no longer exists, or such fire fighter is fit for light duty as set forth below in section 2 of this Article. The parties agree that this change in language shall not be construed as a change in the award of the Arbitrator in the Picone Arbitration case.

MODIFIED DUTY FOR RETURN TO WORK

There are injuries which may be sustained on and off the job which may permit a fire fighter to perform certain modified and job-related duties which will improve the department, provide meaningful work activities for the injured employee and improve the firefighter's opportunity to achieve full psychological and physical recovery from the injury. If a fire fighter out on I.O.D. is unable to return to full duty status, the Chief of the Department, after review with the individual employee and the Union, may assign an officer/firefighter who is recovering from a job-related sickness or injury to modified duty, while the officer/ firefighter is awaiting medical clearance to return to regular duty. This shall be done after review by the employee's physician and the City's physician who shall have approved such modified duty, after having been provided with a written job description of the modified duty assignment. If unable to agree, a third physician from the appropriate medical specialty, agreed to by the employee's and the city's physician, shall, if he/she deems it necessary, examine the employee and make a determination which shall be binding on both parties. Said third physician shall be paid by the City.

It is not intended that modified duty assignments under this article shall be permanent assignments. Such assignments shall not, in any case, extend beyond one year. Further a firefighter will not commence any modified duty assignments within thirty (30) days of the initial date of injury.

Once application for retirement is made, the employee shall return to his/her prior I.O.D. status or sick leave, whichever is appropriate. If the local retirement board denies his/her application, the employee shall return to modified duty only to fill the remainder of his/her one-year term. (The one-year term shall not include that period of time that his/her application for retirement was pending)

Employees on modified duty shall not be considered to be part of the fire suppression forces.

Employees experiencing illness or injury in a non-duty status may request to participate in a modified duty program in accordance with the provisions of this Article and subject to the approval of the chief.

The Chief will make light duty assignments to minimize public contact, and in any event, no employee will be held responsible for failure to render emergency assistance when prevented from doing so by the condition necessitating the light duty status.

Light duty assignments shall be, so far as practical, particularized to the individual abilities and limitations of each employee so assigned.

Modified duty shall not include driving of ambulances or fire suppression emergency vehicles.

The employee on modified duty may be released by the Chief to attend physician appointments or physical therapy. Such requests for release shall not be unreasonably withheld.

The following list of modified duty assignments may be modified by mutual consent of

both the City and the Union.

MODIFIED DUTY ASSIGNMENTS

- 1. Computer-aided dispatch data entry.**
- 2. Information gathering**
- 3. Equipment inventory and condition reports**
- 4. inspection service report entry**
- 5. Hydrant tracking and condition reports**
- 6. Fire Prevention and record keeping for the purpose of adding to but not replacing existing Fire Prevention positions.**
- 7. Alarm system update reports**
- 8. Pre fire planning**
- 9. Effective July 1, 2004: Modified duty assignment may be in Fire Alarm Office, but only as a second fire alarm operator.**

Nothing in this article shall preclude an employee from returning to regular duty or from returning from injury leave to light duty on the advice of their own physician.

ARTICLE X **FIRE WATCH DUTY**

When a permit to allow demolition burning or controlled burning is granted by the Chief of the Fire Department or any other person authorized to do so, to any person or firm engaged in such burning, or whenever any person or organization is required to or shall seek the services of Employees of the Fire Department for Fire Watch Duty, such work shall be rotated by the Chief of the Fire Department among those Employees who volunteer for such work during their off-duty hours.

No such assignment shall be made until the person or organization requesting service has agreed to pay the rates that the UNION has agreed upon with the Chief of the Fire Department.

FIRE ALARM TESTING

The periodic testing of private fire alarm detecting systems shall be the primary responsibility of the employees of the CITY other than in this bargaining unit. Should it be necessary to have Employees within this bargaining unit perform such testing, it is agreed that such work will be assigned to off-duty Employees on an overtime basis.

ARTICLE XI **UNION BUSINESS LEAVE**

Members of the UNION limited to two (2) persons as may be elected or designated as delegates to represent the UNION, shall be granted leave from duty, with no loss of pay or benefits, at the discretion of the Chief of the Department, to attend the convention of the International Association of Firefighters, AFL-CIO, in even numbered years, the professional Firefighters of

Massachusetts Convention in odd numbered years and the professional Firefighters of Massachusetts Conference in even numbered years, two members to attend monthly meetings of the PFFM, two members to attend the biannual John F. Redmond Health and Safety Symposium, and two members to attend the IAFF Affiliate Leadership Training Summit (ALTS) under the following terms and conditions during the term of this agreement:

In the event that the person attending said meeting is not a principle officer of the Union, then such person will only be allowed off if such absence would not require any overtime hire.

It is understood and agreed that, although they are being paid for Union business leave they are not considered as being within the scope of their employment while traveling to, attending, or returning from any convention.

The Employees selected and scheduled to attend the above conventions must give reasonable written notice of such intention to the Chief of the Fire Department.

The Chief or his designee shall give notice of approval or disapproval or request for a meeting with three (3) representatives of the UNION for further discussion of the subject, within five (5) business days of receipt of said notice for the purpose of obtaining final approval or disapproval prior to such time as is necessary for the UNION to make its arrangements for attendance at such conventions.

The above Union business leaves are to be allowed as long as attendance does not cause any serious interference with the normal operations of the Fire Department, as determined by the Chief of the Fire Department.

ARTICLE XII
SALARIES, DIFFERENTIALS AND
WORKING OUT OF GRADE SALARIES

All Employees in the Unit shall be paid as set forth in Appendix A, attached hereto.

Cost of Living Allowances for each fiscal year shall be as follows:

- a. July 1, 2021 – 2.0 % increase all;**
- b. July 1, 2022 – 2.5 % increase all;**
- c. July 1, 2023 – 2.5 % increase all.**

STARTING SALARY AND INCREMENTS

Shall be in accordance with Revised Ordinances of the City of Leominster, Chapter 16, Section 16-30.

Every Employee shall, upon appointment as a Firefighter (FF) be compensated at the scale of pay specified for that rank in Minimum Step of the Schedule in this Article, and effective with

the first day of the payroll period in which falls the day immediately succeeding each period of fifty-two (52) weeks of work in such rank shall be advanced to the rate specified for such rank in the next step, if any, of said Schedule.

PROMOTION

Every Employee promoted to a position specified in the schedule above of this Article shall, upon such promotion, be compensated at the rate specified for such rank in Maximum Step of said Schedule.

COMPUTATION OF SERVICE

Length of service for purpose of seniority shall be determined in accordance with Civil Service Rules and Statutes, including any question of reinstatement for any type of leave of absence.

EMT DIFFERENTIAL

Recognizing its duty to insure high quality medical care for the citizens of Leominster, the CITY agrees to pay a differential to those employees who are certified Emergency Medical Technicians under the laws of the Commonwealth, as follows:

Such Employees not exceeding two (2) in number, assigned to regular tours of duty by the Chief to the so-called "first-run" ambulance, shall receive a differential in pay equal in amount to ten (\$10.00) Dollars per shift of duty.

Those Employees assigned to perform EMT instructorship shall be paid the same differential as those Employees assigned to EMT duty.

When such Employees are assigned and respond to a call in the so-called "second ambulance", each such Employee shall also receive said ten (\$10) differential.

When such Employees are called back under Article XV of this Agreement, each shall receive said ten (\$10) differential in addition to any other compensation he may be entitled to.

Article XII is amended to provide an across-the-board increase of \$387.76 for firefighters certified as EMT; said amendment shall be in a form consistent with the present Article XII and will reflect the agreed-upon increase.

On June 29, 1997 the EMT stipend shall revert back to the current EMT stipend after agreed-upon increases. On June 29, 1997, Article XII of the contract shall be amended to provide an across-the-board increase of \$387.76 for firefighters certified as EMT's obtaining certification in defibrillator utilization. The EMT-D stipend of an additional \$387.76 shall be added on to a firefighter's existing certification stipend of EMT, EMT/HMOC or EMT/HMTC. Nothing provided herein shall prevent an individual from holding and receiving an EMT stipend, without defibrillator certification.

The differential is meant to be paid only for those tours actually worked, and the differential will not be paid for any leaves. In addition, if the differential is earned during "overtime" or "call-back" periods, the differential will only be added to the "overtime" or "call-back" pay otherwise due.

The CITY reserves the right to compute and pay the differential compensation on a monthly basis.

ALARM OPERATOR DIFFERENTIAL

Employees, not to exceed one (1) per platoon, assigned to regular tours of duty by the Chief shall receive a differential in pay equal in amount of ten (\$10) dollars per shift of duty, effective upon signing of this Agreement.

The differential is meant to be paid only for those tours actually worked, and the differential will not be paid for any leaves. In addition, if the differential is earned during "overtime" periods, the differential will only be added to the "overtime" pay otherwise due.

The CITY reserves the right to compute and pay the differential compensation on a monthly basis.

NIGHT DIFFERENTIAL

Effective July 1, 1993, each bargaining unit member shall be paid a night differential of \$3.00 for each night shift actually worked.

Effective July 1, 1997 increase \$1.00 to \$4.00 per shift
Effective July 1, 1998 increase \$1.00 to \$5.00 per shift
Effective July 1, 1999 increase \$1.00 to \$6.00 per shift
Effective July 1, 2000 increase \$2.00 to \$8.00 per shift
Effective July 1, 2002 increase \$2.00 to \$10.00 per shift
Effective July 1, 2006 increase \$5.00 to \$15.00 per shift
Effective July 1, 2012 increase \$.38 to \$15.38 per shift
Effective July 1, 2013 increase \$.38 to \$15.76 per shift
Effective July 1, 2014 increase \$.39 to \$16.15 per shift.

Effective July 1, 2022, each bargaining unit member shall be paid a night differential stipend of \$121.00 per month.

The City reserves the right to compute and pay differential compensation on a monthly basis.

In addition, if differentials are earned during overtime periods the differential will only be added to the overtime pay otherwise due.

Compensation earned will be applied towards retirement.

WORKING OUT OF GRADE

Section 1 - Temporary Vacancies

1. Any employee covered by this Agreement who is temporarily designated to assume the duties and responsibilities of a higher rank shall receive the pay of such higher rank.
2. Temporary (short-term) vacancies are to be covered by, in the case of provisional chief, the senior most qualified deputy available desiring the position; in the case of provisional deputy, the senior most qualified lieutenant on duty desiring the position; and in the case of provisional lieutenant, the senior most qualified firefighter, assigned to the apparatus, desiring the position.
3. Seniority shall be based on: in the case of lieutenants, the individual's length of service as a permanent lieutenant within the fire department; and in the case of firefighters, his permanent full-time employment with the fire department.
4. This section is intended to apply for short-term vacancies. A short term vacancy shall be defined as any vacancy up to thirty (30) days.
5. When the Chief is on vacation, a deputy shall be appointed to act as Chief pursuant to paragraph 2 above. In all other instances when the Chief is absent, the Chief shall have discretion as to whether to fill his position on a working out of grade basis under this section.

Section 2 - Long-Term Vacancies

1. After thirty (30) days a vacancy will be considered long-term and will be governed by the provisions of this subsection.
2. Temporary (long-term) out-of-grade assignments in permanent lieutenant vacancies, where no Civil Service promotional list has been issued, shall be assigned to the senior qualified firefighter desiring such an assignment. Seniority shall be based on permanent full-time employment with the fire department. IF there is a valid lieutenant's Civil Service promotional list, then such long-term assignments shall be made in the order such person appears on the Civil Service list, providing that the person eligible on the Civil Service list desires such position.
3. Temporary long-term out-of-grade assignments and permanent deputy vacancies, where no Civil Service promotional list is in effect, shall be assigned to the senior qualified lieutenant desiring such assignment. Seniority shall be based on the individual's length of service as a permanent lieutenant within the fire department. Where a valid Civil Service list is in existence, such assignments shall be made based upon the order in which such individuals appear on the Civil Service Eligibility list, provided, however, that such person desires such long-term assignment.

Section 3

If the Chief, in his discretion, reasonably and with just cause believes that an out of grade assignment made under the above paragraphs has not proven to be in the best interest of the Fire Department, he may reassign the Employee to his former position and assign the next most senior qualified employee desiring such assignment.

Where two or more individuals within a rank have the same Civil Service seniority date, seniority shall be determined by respective standing on the applicable Civil Service eligibility list.

If any member of the bargaining unit should be injured while serving a higher ranking position, his injured leave pay shall be based on the rate of compensation of the position in which he was working at the time of the injury.

The City agrees to appoint and promote in accordance with the Civil Service laws and rules.

ARTICLE XIII
LONGEVITY

Annual entitlements of longevity payments will be as follows:

After	5 years	\$130.00	per year
After	10 years	\$260.00	per year
After	15 years	\$700.00	per year
After	20 years	\$1,200.00	per year
After	25 years	\$1,500.00	per year
After	30 years	\$2,000.00	per year
After	35 years	\$2,300.00	per year

Plus **\$25.00** per year beginning with the **26th** year of service, as set forth in Appendix “B” attached hereto.

Said entitlements will be included in the regular weekly pay of eligible employees.

ARTICLE XIV
OVERTIME

Whenever an Employee is required to be on duty for any period in excess of his regular hours of duty in any week, he shall be paid for such period of overtime duty at a rate of no less than one and one-half of the basic hourly rate of his regular compensation for his average weekly hours of regular duty.

Overtime work shall be distributed as equitably as possible to the employees of the corresponding rank held by the Employee whose absence requires the need for overtime work, except in emergency situations or when it is impractical to do so.

When an employee is required to attend court or other legal proceedings for a case arising out of his/her employment in the fire department, such employee will be entitled to a minimum three hours overtime pay, provided such attendance is required during a time other than that individuals regularly scheduled shift.

ARTICLE XV
CALL BACK

An Employee who is off duty and who is called back into service shall receive as a minimum, four (4) hours overtime duty at a rate of one and one-half of the basic hourly rate of his regular duty

ARTICLE XVI
SUBSTITUTION

Interchange or "swap" tours of duty shall be permitted between Employees of equal classification within the Department provided that:

For the purpose of substitution or "swap time" each 24 hour period shall be divided into one 10 hour day shift and one 14 hour night shift as defined in Article XVII.

Each shall be subject to the approval of the Chief of the Department.

Each substitution does not impose any additional costs on the City.

The Employee seeking such "swap" shall be required to give at least a twenty-four (24) hour notice to the Chief of this Department. In case of emergencies, the Chief of the Department may waive the notice requirement.

Neither the Department nor the City is held responsible for enforcing any agreements made between Employees. The Employee seeking such a swap shall be responsible to the City for coverage and any financial obligation arising out of the agreement made between the Employees.

ARTICLE XVII
HOURS OF DUTY

Beginning on or about January 15, 1999 the City will implement a twenty-four hour shift for a one year trial period. No later than February 2, 2000, either party may give notice of its intention to terminate the twenty-four hour schedule and it shall then terminate on March 1, 2000. If no party elects to terminate the trial period, the twenty-four hour schedule will continue in accordance with the other provisions in the contract. The City and the Union will immediately meet to work out the specifics of the schedule and the changes needed to the other provisions of the contract.

For all Uniformed Firefighters whose primary duty is to fight fires, excluding those Employees

assigned to non-fighting and staff duties, the Chief shall, in his discretion, establish tours of duty and weekly work schedules so long as such tours of duty shall consist of one 24 hour tour on a rotating basis; provided also that except for hours during which said Employees may be summoned and kept on duty because of a conflagration. The average weekly hours on an annual basis shall not exceed forty-two (42) hours.

The normal tour of duty for members shall be twenty-four (24) hours. From 0800 hours on one day to 0800 hours on the next day, to be divided into a day shift of ten (10) hours (0800 hours until 1800 hours) and a night shift of fourteen (14) hours (1800 hours until 0800 hours). After completing one twenty-four (24) hour tour a member will have seventy-two (72) hours off.

ARTICLE XVIII **HOLIDAYS**

Section 1

Employees in the bargaining unit shall be entitled to an additional days' pay for the eleven (11) holidays set forth below whether his platoon is scheduled to work or not, even if the legal holiday falls on the employees vacation or while the Employee is absent due to injury in the line of duty or for sick leave.

Section 2

The following days shall be considered as paid holidays:

New Year's Day
Martin Luther King Jr's Birthday
Washington's Birthday
Patriot's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Section 3

For the purpose of this Article, the term "additional day's pay" shall be defined as one-fourth (1/4) the member's regular weekly salary.

ARTICLE XIX **VACATION PERIOD**

For the purpose of equally distributing Summer vacation periods, under the

present work week, there shall be established, and Employees shall be assigned to, a permanent vacation group. The system shall provide for seven (7) vacation groups.

In each calendar year, the period June 1 to September 30 shall be set aside as the Summer Vacation Period. Within such period, a series of two (2) vacation week periods will be established throughout the weeks set aside as Summer Vacation Period, and will consist of two consecutively scheduled 24 hour tours.

The Summer vacation period shall be so arranged so as to rotate the vacation groups, providing for a continuous and equal distribution of vacation periods over each seven (7) year period.

Selection of three, four, five and six week vacation periods shall be permitted at any other times during the calendar, subject to the approval of the Chief of the Department.

In the event there is a conflict, or an excess number of Employees seeking any period of time, the Chief of the Department will make the determination on the basis of the Employee or Employees having the greatest employment time in the Department.

If there is a conflict in scheduling between an officer and a Firefighter, the officer will be compared with the Firefighter on a basis of total departmental seniority.

ARTICLE XX **VACATIONS**

A "vacation week" or a "week's vacation" as used herein shall be defined as that period of time which begins for each Employee with his first 24 hour tour of duty and includes a total of two (2) 24 hour tours of duty within an eight(8) day period.

Each Employee who has one (1) year of service as defined in section III of Chapter 41 of the General Laws and less than five (5) years of service in each calendar year shall receive two (2) weeks' vacation with pay in that calendar year.

Each January 1, each Employee who has five (5) or more, but less than ten (10) years of service in each calendar year shall receive three (3) weeks' vacation with pay in that calendar year.

Each January 1, each Employee who has ten (10) or more, but less than fifteen (15) years of service in each calendar year shall receive four (4) weeks' vacation with pay in that calendar year.

Each January 1, each Employee who has fifteen (15) or more, but less than twenty (20) years of service in each calendar year shall receive five (5) weeks' vacation with pay in that calendar year.

Each January 1, each Employee who has twenty (20) or more years of service in each calendar year shall receive six (6) week's vacation with pay in that calendar year.

Any Employee who is entitled to either three (3) four (4), five (5) or six (6) weeks' vacation, as outlined above, may in lieu of taking such third, fourth, fifth, or sixth week of vacation, receive an additional week's pay at straight time rates for each such week worked. This provision shall not apply to the first two weeks of any Employee's vacation.

Annual vacation for certain Employees whose employment terminated during the year shall be regulated as provided for in Section 111B of Chapter 41 of the General Laws.

Payment of salary of deceased Employee to next of kin shall be regulated as provided in Section 111B of Chapter 41 of the General Laws.

An Employee shall not lose his vacation, or vacation pay, if incapacitated because of an injury or illness incurred in the line of duty. In such cases, his vacation pay shall be transmitted to him with his first paycheck due in any calendar year.

"Any employee who is entitled to three (3), four (4), five (5), or six (6) week's vacation may, in lieu of taking any two such weeks (eight shifts), convert that two (2) weeks into eight (8) personal shifts and take such eight (8) personal shifts in accordance with the procedures currently in effect for utilizing personal shifts."

ARTICLE XXI **GRIEVANCE PROCEDURE**

Complaints, disputes or controversies which arise between one or more Employees and the Employer and/or his agent, concerning the application or interpretation of the terms of this Agreement, are defined as grievances and may be processed as a Grievance under this Article.

Grievances shall be processed as follows:

Step 1. The Employee, with or without his Steward, shall present the grievance orally to the Deputy Chief on duty at the time of the incident, within three (3) calendar days of its occurrence. The Deputy Chief shall attempt to adjust the grievance informally. A settlement of the dispute at this level shall not establish precedent for the resolution of other or similar problems between the Employee and his Deputy Chief or elsewhere throughout the City.

Step 2. If a grievance is not settled at Step 1, it may be presented to the Chief of the Fire Department or his designated representative, provided that it is reduced to writing, signed by the aggrieved Employee or Employees and/or the authorized representative of the Union, and presented to the Chief of the Department within ten (10) calendar days after the occurrence of the grievance. A meeting between the Chief of the Department and/or his designated representative and the Grievance Committee of the Union and the aggrieved Employee or Employees, shall be held within seven (7) calendar days after the receipt by the Chief of the Department of the written grievance. The Fire Chief and/or his designee shall attempt to resolve the grievance to the satisfaction of the parties involved.

A grievance on behalf of any officer within the bargaining unit may be presented initially at Step 2, provided that it is reduced to writing and is presented to the Chief of the Department

within three (3) calendar days of its occurrence.

Step 3. If the grievance is not resolved at Step 2, the Union may present the grievance to the Mayor of the City or his designated representative; provided however, that the grievance has been presented in writing within ten (10) calendar days next following the meeting with the Chief of the Fire Department. The Mayor or his designated representative shall meet with the Grievance Committee to discuss and attempt to resolve the grievance.

ELECTION OF REMEDIES

Where an Employee has received a written statement from the Employer in accordance with Massachusetts General Laws, Chapter 31, Section 43 in a case involving the suspension, dismissal, removal or termination of employment the Employee must make an election in accordance with Section 8, Chapter 150E of the General Laws within seven (7) days after the receipt of said written statement of his choice of remedies that is, either the grievance procedure under this contract or the procedures in accordance with Chapter 31 or Chapter 32 of the General Laws. The Employee shall make such election in writing and submit it to the Chief of the Fire Department. If the Employee has elected the grievance procedure under this contract, the grievance will begin under Step 2 as above.

ARBITRATION

Any grievance which alleges a violation by the Employer and/or his agent which has not been resolved at the Step 3 level in the grievance procedure within fifteen (15) working days from the date of presentation at Step B level, may be submitted by the Union to arbitration. Such submission to arbitration must be made within sixty (60) days after the expiration of the fifteen (15) working days referred to herein. Within the aforesaid sixty (60) day period, written notice of said submission must be given to the Employer by the Union by delivery in hand, or by mail, postage prepaid.

The arbitrator shall be selected by mutual agreement of the parties hereto. If the parties fail to agree on a selection in the first instance, the American Arbitration Association shall be requested to provide a panel of arbitrators from which a selection shall be made in accordance with the applicable rules of the said American Arbitration Association. Expenses for the Arbitrator's services shall be shared equally by the parties.

The arbitrator's award shall be in writing and shall set forth his findings of fact, reasoning and conclusion. It shall be submitted to the Employer and the Union. It shall be fixed and binding upon the Employer, the Union and the aggrieved Employee to the extent permissible by law.

The arbitrator shall be without power to alter, add to, or detract from the language of this Agreement; nor shall he have the power to make any decision in conflict with the laws of the Commonwealth of Massachusetts except in accordance with Chapter 150E of the General Laws. No grievance, complaint or dispute subject to chapter 31 of the General Laws and/or Chapter 32 of the General Laws shall be submitted under the provisions of this Article; except as otherwise provided herein in case of suspension, dismissal, removal, or termination of employment.

Written submission of grievances at Step 2 shall be given in not less than triplicate on forms to be agreed upon jointly, and shall be signed by the representative of the Union filing the grievance. If the grievance is adjusted at any step of the grievance procedure, the adjustment shall be noted on the grievance form and shall be signed by the Employer's representative and the Union representative reaching the adjustment. At any step of the grievance procedure where no adjustment is reached, the grievance form shall bear a notation that the grievance is unsettled, shall be signed by the Employer's representative and the Union representative then handling the grievance, and shall be referred to the next step in the grievance procedure as provided herein.

If at the end of the ten (10) days next following either the occurrence of any grievance or the date of first knowledge of its occurrence by any Employee affected by it, whichever is later, the grievance shall not have been presented at Step 1 and/or Step 2 of the procedure set forth herein, the grievance shall be deemed to have been waived. Furthermore, any grievance in process under such procedure shall also be deemed to have been waived if the action required to process the said grievance to the next step in the procedure shall not have been taken within the time specified therefore in Step 1, Step 2, or Step B of this Article.

Any incident which occurred or failed to occur prior to the effective date of this Agreement shall not be the subject of any grievance thereunder.

ARTICLE XXII **UNIFORM ALLOWANCE**

Effective July 1, 1999, the Employer agrees to pay to each Employee covered by this Contract a uniform allowance of \$1,075.00 per Employee in each fiscal year of this Agreement. All newly appointed Employees shall receive an additional \$200.00 for the purchase of uniforms during the first year of his appointment, and newly promoted Firefighters shall receive an additional \$400.00 for the purchase of uniforms during the first year of his promotion.

Effective July 1, 2013, Uniform Allowance shall increase from \$1,537.50 to \$1,575.94 per fiscal year.

Effective July 1, 2014, Uniform Allowance shall increase from \$1,575.94 to \$1,615.34 per fiscal year.

Effective July 1, 2015, Uniform Allowance shall be increased from \$1,615.34 to \$1,640.34 per fiscal year.

Effective July 1, 2016, Uniform Allowance shall be increased from \$1,640.34 to \$1,665.34 per fiscal year.

Effective July 1, 2017, Uniform Allowance shall be increased from \$1,665.34 to \$1,690.34 per fiscal year.

Each member of the Union shall purchase station wear and dress uniforms and the City will continue to purchase NFPA-approved turnout gear.

The union shall participate with the Department in the purchasing, testing, and maintenance of NFPA approved equipment, including “turnout” gear and SCBAs.

ARTICLE XXIII
HEALTH INSURANCE

The City will offer each employee a Massachusetts Blue Cross/Blue Shield major medical plan or its equivalent and the City will pay 75% of all premiums for such coverage. For those employees electing to include dependent spouse and children under the age of 19 years, the City will pay 75% of the premiums for such coverage of said dependents. Employees, at their own option, may enroll in an alternative plan offered by the City.

The City shall provide a cafeteria plan as that term is defined by Internal Revenue regulations, which shall be limited to health insurance premiums paid by employees for their health insurance, HMO coverage, and dental insurance.

The City shall, for those employees opting for HMO coverage either for an individual or family, agree to pay 75% of the cost of premium for such HMO plan, with the employee paying the remaining 25%.

The City shall continue to offer the option of a Blue Cross Master Health Plus indemnity plan so long as possible, and if made available by the insurer, provided however, that the City's contribution to such plan shall be no greater than that contribution which it makes for those employees opting for major medical coverage.

The City agrees to maintain the current Health Maintenance organization plan currently in effect, or an equivalent plan.

ARTICLE XXIV
STABILITY OF AGREEMENT

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

The failure of the Municipal Employer or the Union to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement, shall not be considered as a waiver or relinquishment of the right of the Employer or of the Union to future performance of any such term or provision, and the obligation of the Union and the members to such future performance shall continue.

ARTICLE XXV
GENERAL

The parties acknowledge that during the 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 exercising of that right and opportunity are set forth in this agreement.

Therefore the City and the Union, for the duration of this Agreement only, 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 in this Agreement, or with respect to any subject or matter not referred to specifically or not covered in this Agreement, 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 that they negotiated or signed this Agreement.

ARTICLE XXVI
SEPARABILITY

If any Article or Section of this Contract or any Riders thereto should be held invalid by operation of law or by a 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/or Rider 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 XXVII
NO STRIKE

No Employee covered by this Agreement shall engage in or induce or encourage any strike.

ARTICLE XXVIII
PER-PIECE MANNING POLICY

In order to insure a sufficient initial response policy, the City will assign to and maintain the following bargaining unit employees on the following apparatus at all times:

South Station Engine Company - three firefighters (one Lieutenant or acting Lieutenant plus two firefighters)

North Station Engine Company - three firefighters (one Lieutenant or acting Lieutenant plus two firefighters)

Central Station Engine Company – Effective upon ratification of the July 1, 2018 – June 30, 2021, agreement, and for a period of one (1) year thereafter (January 31, 2019 – January 31, 2020), the department will staff the Central Station Engine Company with four firefighters (one Lieutenant or acting Lieutenant plus three firefighters). During the course of the period set forth above the City and the union will meet to discuss the continued viability of staffing the Central Station Engine Company with four firefighters from 12 AM to 8 AM.

Central Station Ladder Company - three firefighters (one Lieutenant or acting Lieutenant plus two firefighters.)

Central Station (2) Ambulance – four firefighters (four firefighters)

Central Station Fire alarm - one fire dispatcher (one city dispatcher or one firefighter). Effective July 1, 2022 the City reserves the right to staff fire dispatch with city dispatchers (non-firefighters) or a combination of firefighters or city dispatchers. The City and Union agree that there will be a transition period of the length of this agreement to locate to a unified dispatch center within the City. The City may reassign city dispatchers to the current fire alarm position. Members on long term modified duty may be assigned to dispatch with the approval of the Chief.

Deputy Chief Car - one firefighter (one Deputy Chief or acting Deputy Chief)

Health, Safety, and Welfare Division (Training, EMS, Fire Prevention, IT, Fleet Maintenance and Communications) – two (2) Deputy Chiefs, two (2) Lieutenants, one (1) Firefighter, one (1) Firefighter Incident Command Technician, one (1) member assigned to IT (Firefighter, Lieutenant or Deputy Chief), and one (1) Master Mechanic.

If the second ambulance is out of service for any reason, the City will maintain the 4 firefighters on Engine 4 and the total on duty shall be 17.

The fire alarm position shall be considered bargaining unit work, and such bargaining unit work shall be maintained within the bargaining unit at the Central Fire Station under the Control of the Fire Department. If after June 30, 1995, the City wishes to make changes in the Fire Alarm position, it shall meet with the Union and negotiate any changes in accordance with the law.

The City reserves the right to discontinue the ambulance, in which event the two firefighters assigned thereto will be reassigned to an Engine or Ladder Company, such reassignments thereby becoming a permanent manning level for such engine or ladder company. Manning on brushfire calls, mutual aid calls, rescue wagon calls, will continue to be carried out consistent with past practice.

Notwithstanding any past practice the City shall maintain all Engine Companies with 3 men, all Ladder Companies with 3 men, and all Ambulances with 2 men when such pieces are responding to calls.

The City will maintain an officer's complement of one (1) Chief, six (6) Deputy Chiefs, and eighteen (18) Lieutenants. The City will further maintain one (1) Master Mechanic and one (1) IT member, whether uniformed or non-uniformed, who will be a member of the bargaining unit, notwithstanding the provisions of Article I of the collective bargaining agreement. Furthermore, the City will at all times maintain a total bargaining unit of not less than eighty (80) (exclusive of the Chief), and shall take any and all steps within its power and authority to fill immediately any and all vacancies caused by retirement or otherwise in order to maintain that level.

The City will maintain four permanent officers on duty at all times. The Union and the Chief

will meet and develop policies and procedures for determining overtime hiring guidelines, which guidelines shall be consistent with the per-piece manning policies set forth above, and the out-of-grade hiring policy set forth in this Memorandum of Agreement. The purpose of such guidelines will be to ensure that such overtime hiring is carried out on a fair and equitable basis.

ARTICLE XXIX
RESIDENCY REQUIREMENTS

Applications for positions in and members of the regular Fire Department of the City of Leominster may reside outside the City; provided, they reside within the Commonwealth of Massachusetts and within fifteen (15) miles of the limits of the City of Leominster.

ARTICLE XXX
SICK LEAVE

Eligibility

Permanent Employees, including provisionally appointed Employees under Civil Service Rules, regularly employed in their positions continuously for at least twelve (12) months, except probationary and temporary employees are entitled to benefits under the provisions of this Section. Any sick leave during the first twelve (12) months probationary period will be considered leave of absence without pay.

When Authorized

A leave of absence granted under this section shall be known as sick leave and shall be granted for the following reasons only:

1. Personal illness or physical incapacity to such an extent as to be unable to perform the duties of his position;
2. Attendance upon members of the family within the household of the Employee whose illness requires the care of such Employee; provided, that not more than seven (7) shifts, as defined in Article XVII of this agreement with pay shall be granted to such Employee for this purpose in any one calendar year, not to exceed earned sick leave available; and
3. Enforced quarantine when established and declared by the Department of Health or other competent authority for the period of such quarantine only and not to exceed earned sick leave available.

Amount Generally

Sick leave with pay for permanent Employees shall be one and one quarter (1 1/4) working shifts for each month. Such annual sick leave of fifteen (15) shifts with pay, when not used, shall be cumulative indefinitely.

A part -time Employee with permanent status will be allowed such proportion of sick leave credit as the actual part-time service bears to the full-time service.

Notice Required

Sick leave will not be allowed unless notification is given of the illness by the Employee, his family or his physician, in advance of his scheduled time to start work to the Deputy Chief on duty, otherwise sick leave shall not begin until after notification has been received.

When Physician's Certificate Required

If the absence is more than five (5) shifts or if there are repeated absences of shorter duration, a statement from the physician may be required stating the form and extent of the Employee's illness or disability. Subsequent certificates may be requested at the discretion of the Chief of the Fire Department.

Employee's granted leaves of absences without pay shall not accrue sick leave during such layoff or leave of absence, but upon resumption of active employment may have available the sick leave accrued before the time of such layoff or leave of absence.

Sick leave with pay shall not be allowed to any Employee for absence caused by dissipation or immoral conduct.

Willful violation of any part of this section or the willful making of false claims of sick leave shall subject the Employee chargeable therewith liable to restitution and disciplinary action.

Employees receiving compensation under the provisions of the Workmen's Compensation Law shall be subject to the provisions of Chapter 152 of the General Laws and may draw on accumulated sick leave while it lasts to make up the difference in the regular weekly pay of an Employee while he is receiving Workmen's Compensation. Employees not covered by workmen's Compensation, including members of the Fire Department, sustaining injuries or illness arising out of their employment shall be entitled to receive their net pay for the period of their incapacity. If such period exceeds thirty (30) days, continued payment shall be subject to approval of the Mayor, who may require periodic written medical testimony supporting the claim of continued incapacity as a condition precedent to its approval. The Mayor may, if so required by law, have said medical examination performed by the City Physician. The Employee agrees to allow said examination to be conducted in order to qualify for said benefits.

With the special permission of the Mayor, upon recommendation of the Chief, sick leave may be advanced but not in excess of the total amount that would be accumulated by the end of the fiscal year.

Unused Sick Leave Incentive Pay

Any bargaining unit Employee who does not use any paid sick leave during any consecutive sixty (60) days shall receive incentive pay in the amount of one day's pay computed at one

fourth (1/4) of his regular weekly pay within the month following the completion of the sixty (60) days in question. After a sick day is taken the sixty (60) days commences on the next day at 0800 hours.

ARTICLE XXXI
COMPENSATION OF UNUSED ACCUMULATION OF SICK LEAVE DAYS

One-half (1/2) of any earned accumulated unused sick leave shall be payable to a permanent, full-time Employee upon his/her retirement, or to the spouse, beneficiary, or estate upon death of such Employee. The amount payable shall not be in excess of twenty percent (20%) of annual base salary. Such payment shall be based on one-fifth (1/5) of the Employee's regular weekly salary for each shift of accumulative sick leave.

ARTICLE XXXII
FUNERAL LEAVE

A leave of absence under this section shall be granted as follows.

Upon the death of a spouse, father, mother, brother, sister, child, step-father, step-mother, step-child, father-in-law, mother-in-law, sisters and brothers of spouse, grandchildren or a blood relative residing within the Employee's household, a leave shall be granted not to exceed four (4) working shifts (two 24 hour tours) for each such occurrence.

Upon the death of a grandparent, grandparent of spouse, brother-in-law or sister-in-law (which is not the brother or sister of spouse), and brother-in-law and sister-in-law of spouse, a leave shall be granted not to exceed three (3) calendar days or the date of the funeral or interment, whichever occurs first.

Upon the death of other relatives, a leave shall be granted for not more than one shift to permit the attendance at the funeral of such person.

Such leaves shall not be chargeable to sick leave.

Such leaves shall commence for each occurrence on the date of death.

ARTICLE XXXIII
MUTUAL AID TO OTHER CITIES

The Employer, in accordance with the General Laws, may authorize the Fire Department to go to the aid of another city, town, fire district or area under federal jurisdiction in this Commonwealth or in any adjoining state in extinguishing fires therein, or attend approved District, State, or Federal trainings or incidents, and if it so authorizes, while in the performance of their duties in extending such aid, the members of the Fire Department shall have the same immunities and privileges as if performing the same within the City of Leominster.

ARTICLE XXXIV
EDUCATIONAL INCENTIVE PROGRAM

Section 1. College Incentive

All Employees who have completed courses in a degree program offered by a college or a junior college, which is certified by the New England Association of Colleges and Secondary Schools, the Massachusetts Board of Higher Education or any National, Regional or State Accreditation Agency recognized by the US Department of Education, which courses are approved by the Chief, will receive compensation as follows:

1. The number of courses or degree program completed as of July 1, of each year shall determine the additional compensation.
2. Thirty-one Dollars and Twenty-five Cents (**\$31.25**) shall be paid to each employee; each year, for each credit successfully completed for each course completed as of July 1. In no event, however, shall any Employee who has not completed a degree program (as specified below in subsection 3, 4, or 5 of this Article) be entitled to an amount in excess of Seven Hundred Eighty-one Dollars and Twenty-five Cents (**\$781.25**).
3. Eleven Hundred Seventy-one Dollars and Eighty-eight Cents (**\$1,171.88**) shall be paid to each Employee, each year, for an Associate's Degree in Fire Science successfully completed as of July 1. Effective July 1, 2019, One Thousand Three Hundred Seventy One and Eighty Eight cents (**\$1,371.88**) shall be paid to each Employee, each year, for an Associate's Degree in Fire Science successfully completed as of July 1. Effective July 1, 2020, One Thousand Five Hundred Seventy One and Eighty Eight cents (**\$1,571.88**) shall be paid to each Employee, each year, for an Associate's Degree in Fire Science successfully completed as of July 1.
4. Fifteen Hundred Sixty-Two Dollars and Fifty Cents (**\$1,562.50**) shall be paid to each Employee, each year, for a Bachelor's Degree in Fire Science successfully completed as of July 1. Effective July 1, 2019, One Thousand Eight Hundred Twelve and Fifty cents (**\$1,812.50**) shall be paid to each Employee, each year, for a Bachelor's Degree in Fire Science successfully completed as of July 1. Effective July 1, 2020, Two Thousand Sixty Two and Fifty cents (**\$2,062.50**) shall be paid to each Employee, each year, for a Bachelor's Degree in Fire Science successfully completed as of July 1.
5. Nineteen Hundred Fifty-two Dollars and Fifty Cents (**\$1,952.50**) shall be paid to each Employee, each year, for a Master's Degree in Fire Science successfully completed as of July 1. Effective July 1, 2019, Two Thousand Two Hundred Two and Fifty cents (**\$2,202.50**) shall be paid to each Employee, each year, for a Master's Degree in Fire Science successfully completed as of July 1. Effective July 1, 2020, Two Thousand Four Hundred Fifty Two and Fifty cents (**\$2,452.50**) shall be paid to each Employee, each year, for a Master's Degree in Fire Science successfully completed as of July 1.
6. Such Educational Differential shall not be used in determining an Employee's average weekly wage or average hourly wage for the purpose of determining overtime pay.

7. Employees who retire or become deceased during the course of a year in which they would have been entitled to an annual educational incentive payment shall receive a pro rate payment up to the date of retirement or decease.
8. The benefits of this Article shall apply to those bargaining unit Employees, who, on January 1, 1977, held Associate's, Bachelor's or Master's Degrees in fields other than Fire Science, on condition that they provide proof of attainment of fifteen (15) credit hours in Fire Science or related courses by July 1, 1982.

Section 2. EMT Incentive

All Employees certified as having completed the Emergency Medical Technician (EMT) training course, and who retain their certification such that they may continue to function in an EMT capacity shall receive additional pay at the rate of Five percent (5%) of the employees base salary. Effective July 1, 2016 firefighters certified as EMT's obtaining certification in defibrillator utilization will receive additional pay increased to the rate of two percent (2%) of the employee's base salary. The EMT-D Stipend shall be added on to a firefighter's existing certification stipend of EMT, EMT/HMOC or EMT/HMTC.

Nothing provided herein shall prevent an individual from holding and receiving EMT stipend, without defibrillator certification.

This EMT incentive is to be considered a component of the base compensation and is to be used in calculating and applying compensation for all fringe benefits, premium pay, authorized leave pay and retirement contributions.

Section 3. Payments

Payments made under Sections 1 and 2 of this Article shall be paid to the Employee as part of his regular weekly pay (prorated) and shall be used in computation of retirement benefits.

Section 4. Opportunity

Any Employee of the Leominster Fire Department who was an Employee of said Department on July 1, 1985 and was not at that time a Certified Emergency Medical Technician shall be given the opportunity to obtain such certification at the expense of the City. Such participation shall be limited to two (2) Employees per EMT class to be chosen by department seniority not to exceed six (6) for fiscal year 1986; none in the summertime; in the future maximum four (4) at a time. All reasonable effort shall be made to certify such members as expediently as possible within the above guidelines.

ARTICLE XXXV
JOB POSTING AND BIDDING

Firefighters' and Drivers' Assignments

The Employer agrees that when permanent vacancies occur it will post all station and apparatus assignments for Firefighters as well as driver and roof job assignments on Engines #2 (one (1) driver and two (2) firefighters), 3 (one (1) driver and two (2) firefighters), and 4 (one (1) driver and two (2) firefighters), and Ladder Company (one (1) driver, one (1) roof position). Such assignments will be posted within ten (10) days of the vacancy, and shall remain posted for bidding for a period of fifteen (15) days. The assignment shall be awarded to the senior qualified bidder within ten (10) days thereafter. Seniority shall be based on permanent full-time employment within the Fire Department. (exclude Health, Safety and Welfare Division assignments).

Lieutenants' Assignments

The Employer agrees that when permanent vacancies occur it will post all station assignments for Lieutenants. Such assignments will be posted within ten (10) days of the vacancy, and shall remain posted for bidding for a period of fifteen (15) days. The assignment shall be awarded to the senior most qualified bidder as determined by the Chief, within ten (10) days thereafter. Seniority shall be based on the individual's length of service as a permanent lieutenant within the Fire Department.

If the Chief, in his discretion, reasonably and with just cause believes that a station assignment made under the above paragraph has not proven to be in the best interest of the Fire Department, he may reassign the Employee to his former position and repost the vacancy for further bidding, pursuant to the provisions of the first paragraph above.

It is understood that this Article is not intended to prohibit a temporary change of assignment on a day-to-day basis, where the purpose of said change is to adhere to the initial response requirements under this Agreement, and where said change is carried out in a non-discriminatory manner. Where two or more individuals within the same rank have the same Civil Service seniority date, seniority shall be determined by respective standing on the Applicable Civil Service eligibility list.

Deputy Chief's Assignments

The Employer agrees that when permanent vacancies occur it will post all station assignments for Deputy Chiefs. Such assignments will be posted within ten (10) days of the vacancy, and shall remain posted for bidding for a period of fifteen (15) days. The assignment shall be awarded to the senior most qualified bidder as determined by the Chief, within ten (10) days thereafter. Seniority shall be based on the individual's length of service as a permanent lieutenant within the Fire Department.

If the Chief, in his discretion, reasonably and with just cause believes that a station assignment

made under the above paragraph has not proven to be in the best interest of the Fire Department, he may reassign the Employee to his former position and repost the vacancy for further bidding, pursuant to the provisions of the first paragraph above.

It is understood that this Article is not intended to prohibit a temporary change of assignment on a day-to-day basis, where the purpose of said change is to adhere to the initial response requirements under this Agreement, and where said change is carried out in a non-discriminatory manner. Where two or more individuals within the same rank have the same Civil Service seniority date, seniority shall be determined by respective standing on the Applicable Civil Service eligibility list.

ARTICLE XXXVI
INCLEMENT WEATHER

Except as directed by the Chief, no outdoor drills and/or in-service fire company inspections shall be conducted in severe inclement weather and/or temperatures over ninety (90) degrees or under thirty (30) degrees.

ARTICLE XXXVII
MAINTENANCE OF AIR APPARATUS

Scott Air Pack maintenance work at the Field Maintenance Level as defined by Scott Aviation Corp. shall be performed by those members certified as qualified by the Scott Aviation Company and assigned to this work by the Chief of the Department. The Union agrees that those Employees designated by the Chief of the Department shall attend the appropriate training course at the expense of the City.

When the volume of "Field Maintenance Level" work is beyond the amount that can normally be handled by the person(s) assigned to this work, such work may be performed on an overtime basis in accordance with the first paragraph of Article XIV, with the permission of and in the discretion of the Chief of the Department.

The handling and filling of air cylinders, the adjustment of cylinder harnesses, the cleaning and sterilizing of face masks and related level of work shall be performed by all personnel and shall be considered normal routine work. Such work does not qualify for special handling by the air mask specialist.

The Union further acknowledges that the selection and assignment of personnel shall be in the sole discretion of the Chief and the Chief may have this work performed by non-bargaining unit persons, provided they are certified as qualified by the Scott Aviation Company at the Field Maintenance Level.

ARTICLE XXXVIII
PERSONAL LEAVE

Each Employee covered by this agreement shall be granted two (2) personal shifts, as defined in Article XVII, with pay per calendar year after giving reasonable notice to the Fire Chief. Reasonable notice shall be a maximum of thirty (30) days and a minimum of 24 Hours. Unless otherwise authorized by the Fire Chief, only four (4) Employees shall be allowed time off due to personal leave and vacation for any given tour of duty on a first come, first served basis.

Members excused by the Chief, along with those on sick leave, funeral leave or injury leave shall not affect the above.

Members who do not use their personal shifts or only use one (1) shall, at the end of the calendar year, have a choice of either compensation or accumulation. Compensation shall be 1/4 of a week's pay per personal shift. Members who choose accumulation may accumulate personal shifts from one year to the next; however, the maximum accumulation of personal shifts shall be fourteen (14) shifts.

Probationary Firefighters as provided for in this Agreement shall have their personal shifts pro-rated based upon their start of employment during the calendar year

ARTICLE XXXIX
HOLDOVER

Each Employee covered by this agreement who is held over from his previous shift shall be compensated at his overtime rate and such compensation should be figured in half-hour minimum increments.

ARTICLE XL
SICK LEAVE BANK

Effective upon signing of this agreement, the City and the Union agree that members who have at least thirty-five (35) shifts of accumulated sick leave are considered to have previously contributed to the Sick Leave Bank and are eligible participants. The Sick Leave Bank will have a starting balance of three hundred (300) accumulated sick leave shifts.

1. The City agrees to establish a Sick Leave Bank. Members eligible and wishing to participate may contribute up to a maximum of 10 shifts but not fewer than 3 shifts of accumulated sick leave initially; thereafter, each will contribute one (1) shift in order to maintain the seventy-five (75) shift minimum. Members shall be eligible to participate in said Bank if they have at least thirty-five (35) shifts of accumulated sick leave at the time of initial contribution. Only members who have contributed to the Sick Leave Bank shall be eligible to receive time from the Sick Leave Bank.

2. The Bank shall be administered by a committee of two (2) representatives appointed by the City and the President and Secretary / Treasurer of the Union to serve a one (1) year term. This committee shall administer and consider the eligibility of members to draw from the Bank.
 - a. The Sick Leave Bank balance shall be maintained by the Secretary / Treasurer of the Union.
 - b. The member's accumulated sick leave balance shall be maintained by the City.
 - c. On January 1st of each year or upon request, the Union and the City agree to provide the balance of these accounts.

Application for participation

- a. The member may submit an application for participation to the Secretary / Treasurer of the Union.
- b. The Secretary / Treasurer will forward the application to the Sick Leave Bank committee for recommendation.
- c. Upon approval by the Sick Leave Bank committee, the member's donation will be deducted from their personal accumulated sick leave balance and applied to the Sick Leave Bank balance.
- d. A donation into the Sick Leave Bank shall not be used in determining the Employee's eligibility for Unused Sick Leave Incentive Pay.

Application to draw from the Sick Leave Bank

- a. The Employee may submit an application to draw from the Sick Leave Bank to the Secretary / Treasurer of the Union.
 - b. The Secretary / Treasurer will forward the application to the Sick Leave Bank committee for recommendation.
 - c. Upon approval by the Sick Leave Bank committee, the Employee's requested number of sick shifts will be deducted from the Sick Leave Bank and be deposited into their personal accumulated sick leave balance.
3. The following criteria shall be used by the Sick Leave Bank committee in determining the eligibility of a member to draw from the Bank and determining the amount of leave:
 - a. A member must have used up all of his / her accumulated sick leave;
 - b. Members must submit competent and timely evidence that a request is necessary to benefit the member who is suffering uncommon, life-threatening or serious or lengthy illness;
 - c. A member's prior utilization of the Sick Leave Bank.
 4. Upon completion of the application process, the Sick Leave Bank committee may issue a grant of days from the Sick Leave Bank of no more than one hundred (100) shifts in each year.

5. The Sick Leave Bank shall have a minimum of seventy-five (75) shifts in reserve. If the number of shifts falls below seventy-five (75) then Section 1 shall be reapplied. However, the total number of Sick Leave Bank shifts in reserve shall not exceed three hundred (300.) In the event the three hundred (300) maximum would be exceeded, then Section 1 of this Article would not be reapplied. In the event a member's initial contribution caused the bank to exceed the three hundred (300) maximum, those sick days in excess would be returned to the City and the member granted participation in the Sick Leave Bank.
6. There shall be no use of this benefit by a member receiving IOD benefits.
7. The decisions of the Sick Leave Bank committee are final and binding and not subject to the Grievance procedure.
8. Member's hours of work and overtime eligibility shall be restricted for a period of seven (7) calendar days, following returning to duty after taking additional sick leave through the Bank.
9. Upon a member returning to full duty, any unused sick days granted from the Sick Leave Bank will be returned to the Sick Leave Bank.
10. A member utilizing the Sick Leave Bank shall not accrue accumulated sick leave until he/she has returned to full duty.

ARTICLE XLI
PROFESSIONAL DEVELOPMENT

The Chief and the Union will meet annually, not later than December 1, to develop a ten (10) hour professional development training program for the next calendar year. The professional development training program will provide on-duty, additional training in one or more of the Leominster firefighter disciplines including but not limited to firefighting, emergency medical services, hazardous materials, technical rescue, communications and firefighter health, safety and welfare. A sum of twenty thousand dollars and zero cents (\$20,000.00) shall be budgeted in the Occupational Safety Account (Article XLII) to fund this professional development program, which includes the annual EMT recertification and training expenses. The Chief and the Union agree to utilize "train the trainer" methods and Leominster Fire Department instructors to ensure members IOD, sick leave, vacation, personal leave and military leave receive the required training. Effective July 1, 2022, each member shall receive a stipend of one and one-half percent (1.5%) of their base pay to be paid each month in 1/12 increments. Compensation earned pursuant to this Article will be applied towards a member's retirement but will not be used for purposes of calculating a member's regular overtime rate. Each member shall be required to participate in the entire 10 hours of training to receive the full stipend.

ARTICLE XLII
OCCUPATIONAL SAFETY ACCOUNT

Effective July 1, 1992, the City shall place into an account called an Occupational Safety Account" the amount of \$6,000.00 annually.

Effective July 1, 2000, City will increase account to \$15,000.00 annually.

Effective July 1, 2022, the City will increase account to \$35,000.00 annually.

The monies in this account may be spent only by joint agreement of the Chief of the fire department and the President of Local 1841 after consultation with the Union safety Committee.

The purpose of this account shall be to provide for additional equipment and material to protect the health and safety of employees, not regularly contained as part of the department's budget appropriation.

ARTICLE XLIII
HAZARDOUS MATERIALS TRAINING

All bargaining unit employees shall be provided with the opportunity to obtain appropriate hazardous materials training up to the technician level, consistent with federal law and regulations. The stipend is to begin July 1, 1994.

For all bargaining unit members who are certified in hazardous materials training at the operational level, such employees shall receive 1% of a maximum step firefighter salary which sum shall be included in the base pay. For those bargaining unit employees who become certified at the technician level, such employees shall receive 2% of a maximum step firefighter salary added into the base salary.

The training may be done in house so as not to cause overtime pay to the trainee.

ARTICLE XLIV
CONDITION OF EMPLOYMENT

SECTION I

A. Effective January 1, 1988, all newly appointed permanent Fire Fighters to the Leominster Fire Department shall successfully pass a Massachusetts Department of Public Health approved Emergency Medical Technician Examination during his/her (1) year probationary period. Any such member failing to pass said examination shall be subject to job termination with the Leominster Fire Department.

B. A valid Emergency Medical Technician Certificate shall be considered a "Condition of

Employment" for employees who are subject to paragraph A and shall be renewed as required, unless excused by the Chief of the Fire Department.

C. Probationary period as used in paragraph A shall mean one (1) year from the date of PERMANENT employment as a Leominster Fire Fighter.

D. All employees shall be given a written copy of this requirement prior to their employment. It shall be signed below, in Section 2, by the employee, upon being permanently appointed as a Fire Fighter and witnessed by the Chief of the Department or his designee. One copy shall be kept on file with the Chief of Department and one copy shall be retained by the employee.

E. Following the City's reaching agreement with all other bargaining units and upon sixty (60) days written notice the city may implement a bi-weekly payroll cycle. Sixty (60) calendars day following ratification of the July 1, 2021 – June 30, 2024 collective bargaining agreement, the City will implement direct deposit of employee paychecks.

F. No appointed firefighter shall begin employment until they are a Certified Emergency Medical Technician.

G. No employed firefighter shall be assigned to apparatus as a firefighter until trained to the level of Firefighter I, either department, state or chief and union approved training (minimum of 200 hours).

H. No employed firefighter shall be assigned to apparatus until receiving 25 hours of department EMS training, policy review and report writing.

SECTION II

I have read and agree to the condition of Employment as stated in Section I above.

ARTICLE XLV MONTHLY DIFFERENTIALS

All monthly pay differentials (including but not limited to ambulance, fire alarm room, and emergency medical service coordinator) which are paid on a monthly basis, shall be included as salary for the purpose of computing retirement contribution compensation.

ARTICLE XLVI STUDY COMMITTEE

The parties agree that a study committee consisting of three individuals jointly appointed by the Union and the Chief, will meet with the Chief of the department to study the Chief's proposed rules and regulations of the department. The Chief will schedule such meetings at his discretion to review and discuss the policies. Nothing contained herein shall be construed as an

acknowledgement admission, or agreement by the City to negotiate a decision to implement the rules and regulations of the department. Notwithstanding the City's willingness to meet and study the proposed rules and regulations, the City maintains the position that the decision to implement proposed rules and regulations is subject only to an impact bargaining obligation, not a decision bargaining obligation.

In addition, the parties shall form a Study Committee, composed of three individuals jointly appointed by the Union and the Chief, who will put together a recommendation to the City regarding the feasibility and advisability of implementing and manning a second ambulance. The report shall contain all the statistical and financial data necessary to make a determination regarding the implementation and manning of a second ambulance. The parties shall issue the report no later than November 30, 1996. Nothing contained herein shall be construed as acknowledgement, admission or agreement to negotiate a decision to increase staffing levels. Notwithstanding the City's willingness to meet regarding the feasibility and advisability of manning a second ambulance, the City maintains the position that the decision to staff a second ambulance is not a mandatory subject of bargaining.

ARTICLE XLVII **DRUG TESTING POLICY**

Section I. Purpose

The purpose of this policy is to provide Leominster Fire Department employees with notice of the City's drug and alcohol and related testing policy and program as it affects them. It is the policy of the City of Leominster that a drug and alcohol free work place must be maintained by Fire Department employees at all times and this requirement justifies the use of a reasonable employee drug and alcohol testing program. The use of controlled substances, including marijuana and other forms of drug and alcohol abuse seriously impair an employee's physical and mental health, and thus, job performance. To insure high standards of performance for performing City business and to preserve public trust and confidence in a fit and drug and alcohol free Fire Department workforce, there shall be a testing program to detect drug and alcohol use in the work place. In accordance with the provisions of this policy, the City will offer assistance with rehabilitation, when necessary and warranted.

Section II. Prohibited Conduct

The following conduct by an employee is prohibited:

- A) Unauthorized use, possession, manufacture, distribution, dispensation or sale of a controlled substance, including marijuana, illegally used drug, drug paraphernalia, or alcohol, on City business, in City supplied vehicles, in vehicles being used for City purposes, or working hours, and on City property (except for use of alcohol on City property during non-working hours where use is permitted);
- B) Unauthorized storage in a desk, locker, City vehicle, or vehicle used for City business, or

other repository, on City property, of any illegally used drug, controlled substance, including marijuana, drug paraphernalia, or alcohol;

- C) Being under the influence of an unauthorized substance, illegally used drug or alcohol, including marijuana on City business, in City supplied vehicles, or vehicles being used for City business, or during working hours, or on City property (except as provided in section II-A);
- D) Possession, use, manufacture, distribution, or sale of illegal drugs or controlled substances, including marijuana while off duty;
- E) Switching or adulterating any blood, urine, hair, or other test sample;
- F) Refusing to consent to testing or refusing to submit a breath, urine, blood, hair, or other test sample for testing, provided that such testing is ordered and such sample is required in accordance with the provisions of this policy;
- G) Failure to adhere to the terms of any rehabilitation agreement which the employee has signed;
- H) Conviction under any drug or alcohol statute;
- I) Failure to immediately notify the appropriate department head of any felony arrest, or conviction for a drug or alcohol offense that violates this policy;

Note: Employees will be responsible for obtaining information from their prescribing physician as to possible side effects, especially those that would impair performance.

- J) Refusing to sign a rehabilitation agreement that is developed in accordance the provisions of this policy.
- K) Employees disciplined due to a violation of this Article shall elect to pursue an appeal through the Civil Service Commission or via the grievance and arbitration procedure within seven (7) days after receipt of the written notice of discipline pursuant to Article XXI, Election of Remedies. A Civil Service Appeal shall only be available to members of the bargaining unit who were members prior to the date on which the City revoked its acceptance of the Civil Service Law;

Section III. Reasons for Testing

Testing of employees for drug and/or alcohol use will be done for the following reasons:

- A) Testing will be done for probable cause where an incident has occurred that appears to indicate that the employee has violated this policy. The probable cause must be supported by stated facts to show that there appears to be a violation of this policy.
- B) Pre-employment physicals will include drug and alcohol testing.

- C) Other required physical examinations may include drug and alcohol testing at the recommendation of the City and with the agreement of the employee.
- D) Subsequent to any significant vehicular accident or serious, unsafe practice (raising a question of improper drug or alcohol abuse), or incident in which the employee was a driver (vehicular accident) or major participant (other incident), testing will be done.

Section IV. Consequences of a violation of this policy.

A positive test in violation of this policy will result in discipline in accordance with departmental disciplinary procedures and only for just cause as detailed below.

Any other violation of this policy will result in disciplinary action for just cause.

“Discipline” for any violation means any permitted disciplinary action up to and including termination of employment.

Employees retain Civil Service rights as provided in the General Laws of the Commonwealth of Massachusetts. Employees will also have the option of utilizing the Grievance/Arbitration procedures of the Collective Bargaining Agreement as an alternative to the Civil Service Commission to challenge the just cause of any disciplinary action administered under this policy.

Employees disciplined due to a violation of this Article shall elect to pursue an appeal through the Civil Service Commission or via the grievance and arbitration procedure within seven (7) days after receipt of the written notice of discipline pursuant to Article XXI, Election of Remedies.

Section V. Disciplinary Action for Violation of the Drug and Alcohol Policy.

In general, the following disciplinary actions apply to all the Leominster Fire Department employees.

Alcohol.

First Offense: Written warning placed in Employees folder and removed at the one year anniversary date if no further violations occur. An employee who is under the influence of alcohol on the job will be treated at step II as below.

Second Offense: Written warning that remains in file, employee dismissed without pay for the remainder of the shift with no more than one (1) additional day without pay. Employees are encouraged to seek assistance through the Employee Assistance Program (**EAP**).

Third Offense: Written warning that remains in file, employee dismissed without pay for the remainder of the shift and for no more than five (5) additional days without pay. Mandatory substance abuse evaluation to be facilitated by the EAP. Employee must sign rehabilitation agreement if the substance abuse evaluation determines that rehabilitation is necessary.

Fourth Offense: Up to and including termination.

Depending on the seriousness of the violation, the City may proceed directly to a more advanced step of these disciplinary procedures.

Illegally Used Drugs and Related Items.

First Offense: Written warning that remains in file for two-and-one-half years and removed at that time if no further violations. Employee dismissed without pay for the remainder of shift and an additional three (3) to five (5) day suspension without pay. Mandatory substance abuse evaluation to be facilitated by the EAP. Employee must sign reasonable rehabilitation agreement resulting from the substance abuse evaluation.

Second Offense: Written warning that remains in file, employee dismissed without pay for the remainder of the shift and an additional ten (10) to fifteen (15) day suspension without pay. Mandatory substance abuse evaluation to be facilitated by the EAP. Employee must sign rehabilitation agreement resulting from the substance abuse evaluation.

Third Offense: Up to and including termination. The City may proceed directly to a more advanced step only where there is compelling circumstances to justify a waiver of the progressive system set forth. Subject to the requirement that all discipline be for just cause, employees will be terminated immediately for criminal convictions related to illegal drug use or if internal investigations find that there is a serious issue of selling controlled substances or other similar violations.

Section VI. Drug and Alcohol Testing Procedures.

Drug and alcohol testing will be done by approved National Institute of Drug Abuse (NIDA) and Department of Health and Human Services (DHHS) laboratories. Collection of samples will follow accepted "chain of custody" procedures and include bifurcated samples to assure that the donor will be provided with a sample at his/her request. For positive screen results, the medical review officer, a licensed physician, will contact the donor, conduct a medical history, coordinate with the employee's personal physician, as necessary, to make a final determination of the presence of illegal drugs in a test.

Drug and alcohol testing for Leominster Fire Department employees under this policy will be done as follows:

1. When there is probable cause or a significant Vehicular accident or safety incident as described previously in Section III, the Chief or his designee will contact the director who will arrange for the drug and/or alcohol testing.
2. The Human Resource Director will set up an appointment for the appropriate tests immediately. In the absence of the Human Resource Director the Chief will set up the appointment and, as necessary, take the employee for the tests.

3. The employee will go to the appropriate testing facility, will present a picture I.D. and provide the necessary samples. If the employee so requests, he/she may be accompanied by a Local Union Representative or, when a Union Representative is unavailable, by a fellow employee to the testing site. (Only the employee being tested may go into the room where the sample is to be provided.)
4. Urine samples will be used for drug tests. Split test samples will be maintained under accepted chain of custody procedures. Breath tests will be used for alcohol testing.
5. Test results will be provided to the Human Resource Director or the Chief or his designee in the absence of the Human Resource Director.
6. The Human Resource Director will work with the Leominster Fire Department to take appropriate steps, as necessary. See disciplinary action for violations of the Drug and Alcohol policy for further information.
7. If an employee tests positive, he/she at his/her own expense may have the second sample, held under chain of custody, tested at another NIDA and DHHA approved laboratory. If this second test is not positive, no further action will be taken.
8. If an employee tests positive in a single test or in two tests as covered in #7 the employee will be referred to a certified substance abuse counselor for appropriate counseling, referral and the development of a rehabilitation agreement. Refusal to sign the reasonable rehabilitation agreement or not abiding by the rehabilitation agreement will be considered violations of the City's Drug and Alcohol Policy. The substance abuse counselor will be a member of the staff of the City provided EAP.

Section VII. Self-Referral to the EAP.

Employees may refer themselves to the EAP if they know or suspect they have a drug or alcohol problem. If employees refer themselves, no disciplinary action will be taken by the City as a result of the referral. It would be expected that the City would not be aware of the self-referral because of the confidentiality of the self-referral EAP process. If the City did become aware of the self-referral process through the employee informing people of it, the City would take no disciplinary action as a result of the employee informing people of it, the City will take no disciplinary action as a result of the referral. However employees would be expected to abide by the rehabilitation plans developed with them and for them through the EAP.

ARTICLE XLVIII
STIPENDS

Training Officer

Effective January 1, 2005, the City shall establish an annual Training Officer Stipend in the amount of four thousand (\$4,000.00) dollars. The Chief of the Department shall select a Training Officer. The \$4,000.00 earned by the training officer shall be applied towards retirement compensation.

Fire Prevention Officer(s)

Effective July, 2018, the City shall establish an annual Fire prevention Officer Stipend in the amount of two thousand five hundred (\$2,500.00) dollars. The Chief of the Department shall select the Fire Prevention Officer(s). The \$2,500 earned by the Fire Prevention Officer(s) shall be applied towards retirement compensation.

Health, Safety and Welfare Division

Each member assigned to the Health, Safety, and Welfare Division to include (2) two Deputy Chiefs, (2) two Lieutenants, (2) two fire fighters, (1) one IT member shall receive a monthly stipend of \$341.67, which will be applied towards retirement, but will not be calculated for purposes of determining the member's regular overtime rate.

APPENDIX A

LEOMINSTER FIRE DEPARTMENT SALARIES FY 2022 (365 days) w/ all increases			
			NEW SALARIES
F-1 -Minimum Yearly	FY2021		FY2022
FF	\$ 57,922.00	\$ 59,080.44	\$ 59,081.00
FF EMT		\$ 62,034.46	\$ 62,035.00
FF EMT-D		\$ 63,216.07	\$ 63,217.00
FF EMT/HMOC		\$ 62,698.95	\$ 62,699.00
FF EMT-D/HMOC		\$ 63,880.56	\$ 63,881.00
FF EMT/HMTC		\$ 63,363.44	\$ 63,364.00
FF EMT-D/HMTC		\$ 64,545.05	\$ 64,546.00
Step 2 Yearly	FY2021		FY2022
FF	\$ 60,903.00	\$ 62,121.06	\$ 62,122.00
FF EMT		\$ 65,227.11	\$ 65,228.00
FF EMT-D		\$ 66,469.53	\$ 66,470.00
FF EMT/HMOC		\$ 65,891.60	\$ 65,892.00
FF EMT-D/HMOC		\$ 67,134.02	\$ 67,135.00
FF EMT/HMTC		\$ 66,556.09	\$ 66,557.00
FF EMT-D/HMTC		\$ 67,798.51	\$ 67,799.00
Step 3 Yearly	FY2021		FY2022
FF	\$ 63,870.00	\$ 65,147.40	\$ 65,148.00
FF EMT		\$ 68,404.77	\$ 68,405.00
FF EMT-D		\$ 69,707.72	\$ 69,708.00
FF EMT/HMOC		\$ 69,069.26	\$ 69,070.00
FF EMT-D/HMOC		\$ 70,372.21	\$ 70,373.00
FF EMT/HMTC		\$ 69,733.75	\$ 69,734.00
FF EMT-D/HMTC		\$ 71,036.70	\$ 71,037.00
MAXIMUM	FY2021		FY2022
FF	\$ 65,146.00	\$ 66,448.92	\$ 66,449.00
FF EMT		\$ 69,771.37	\$ 69,772.00
FF EMT-D		\$ 71,100.34	\$ 71,101.00
FF EMT/HMOC		\$ 70,435.86	\$ 70,436.00
FF EMT-D/HMOC		\$ 71,764.83	\$ 71,765.00
FF EMT/HMTC		\$ 71,100.34	\$ 71,101.00
FF EMT-D/HMTC		\$ 72,429.32	\$ 72,430.00
F-3	FY2021		FY2022
MM	\$ 78,414.00	\$ 79,982.28	\$ 79,983.00
MM/HMOC		\$ 80,646.77	\$ 80,647.00
MM/HMTC		\$ 81,311.26	\$ 81,312.00
LT	\$ 78,414.00	\$ 79,982.28	\$ 79,983.00
LT EMT		\$ 83,981.39	\$ 83,982.00
LT EMT-D		\$ 85,581.04	\$ 85,582.00
LT EMT/HMOC		\$ 84,645.88	\$ 84,646.00
LT EMT-D/HMOC		\$ 86,245.53	\$ 86,246.00
LT EMT/HMTC		\$ 85,310.37	\$ 85,311.00
LT EMT-D/HMTC		\$ 86,910.02	\$ 86,911.00
F-4	FY2021		FY2022
DC	\$ 88,748.00	\$ 90,522.96	\$ 90,523.00
DC EMT		\$ 95,049.11	\$ 95,050.00
DC EMT-D		\$ 96,859.57	\$ 96,860.00
DC EMT/HMOC		\$ 95,713.60	\$ 95,714.00
DC EMT-D/HMOC		\$ 97,524.06	\$ 97,525.00
DC EMT/HMTC		\$ 96,378.09	\$ 96,379.00
DC EMT-D/HMTC		\$ 98,188.55	\$ 98,189.00
F-5	FY2021		FY2022
Chief	\$ 130,290.00	\$ 132,895.80	\$ 132,896.00
Chief EMT -D/HMTC		\$ 143,527.48	\$ 143,528.00

LEOMINSTER FIRE DEPARTMENT SALARIES FY 2023 (365 days) w/ all increases			
			NEW SALARIES
F-1 -Minimum Yearly	FY2022		FY2023
FF	\$ 59,081.00	\$ 60,558.03	\$ 60,559.00
FF EMT		\$ 63,585.93	\$ 63,586.00
FF EMT-D		\$ 64,797.09	\$ 64,798.00
FF EMT/HMOC		\$ 64,267.03	\$ 64,268.00
FF EMT-D/HMOC		\$ 65,478.19	\$ 65,479.00
FF EMT/HMTC		\$ 64,948.13	\$ 64,949.00
FF EMT-D/HMTC		\$ 66,159.29	\$ 66,160.00
Step 2 Yearly	FY2022		FY2023
FF	\$ 62,122.00	\$ 63,675.05	\$ 63,676.00
FF EMT		\$ 66,858.80	\$ 66,859.00
FF EMT-D		\$ 68,132.30	\$ 68,133.00
FF EMT/HMOC		\$ 67,539.90	\$ 67,540.00
FF EMT-D/HMOC		\$ 68,813.41	\$ 68,814.00
FF EMT/HMTC		\$ 68,221.01	\$ 68,222.00
FF EMT-D/HMTC		\$ 69,494.51	\$ 69,495.00
Step 3 Yearly	FY2022		FY2023
FF	\$ 65,148.00	\$ 66,776.70	\$ 66,777.00
FF EMT		\$ 70,115.54	\$ 70,116.00
FF EMT-D		\$ 71,451.07	\$ 71,452.00
FF EMT/HMOC		\$ 70,796.64	\$ 70,797.00
FF EMT-D/HMOC		\$ 72,132.17	\$ 72,133.00
FF EMT/HMTC		\$ 71,477.74	\$ 71,478.00
FF EMT-D/HMTC		\$ 72,813.27	\$ 72,814.00
MAXIMUM	FY2022		FY2023
FF	\$ 66,449.00	\$ 68,110.23	\$ 68,111.00
FF EMT		\$ 71,515.74	\$ 71,516.00
FF EMT-D		\$ 72,877.94	\$ 72,878.00
FF EMT/HMOC		\$ 72,196.84	\$ 72,197.00
FF EMT-D/HMOC		\$ 73,559.04	\$ 73,560.00
FF EMT/HMTC		\$ 72,877.94	\$ 72,878.00
FF EMT-D/HMTC		\$ 74,240.15	\$ 74,241.00
F-3	FY2022		FY2023
MM	\$ 79,983.00	\$ 81,982.58	\$ 81,983.00
MM/HMOC		\$ 82,663.68	\$ 82,664.00
MM/HMTC		\$ 83,344.78	\$ 83,345.00
LT	\$ 79,983.00	\$ 81,982.58	\$ 81,983.00
LT EMT		\$ 86,081.70	\$ 86,082.00
LT EMT-D		\$ 87,721.36	\$ 87,722.00
LT EMT/HMOC		\$ 86,762.81	\$ 86,763.00
LT EMT-D/HMOC		\$ 88,402.46	\$ 88,403.00
LT EMT/HMTC		\$ 87,443.91	\$ 87,444.00
LT EMT-D/HMTC		\$ 89,083.56	\$ 89,084.00
F-4	FY2022		FY2023
DC	\$ 90,523.00	\$ 92,786.08	\$ 92,787.00
DC EMT		\$ 97,425.38	\$ 97,426.00
DC EMT-D		\$ 99,281.10	\$ 99,282.00
DC EMT/HMOC		\$ 98,106.48	\$ 98,107.00
DC EMT-D/HMOC		\$ 99,962.20	\$ 99,963.00
DC EMT/HMTC		\$ 98,787.58	\$ 98,788.00
DC EMT-D/HMTC		\$ 100,643.30	\$ 100,644.00
F-5	FY2022		FY2023
Chief	\$ 132,896.00	\$ 136,218.40	\$ 136,219.00
Chief EMT -D/HMTC		\$ 147,115.89	\$ 147,116.00

LEOMINSTER FIRE DEPARTMENT SALARIES FY 2024 (366 days) w/ all increases			
			NEW SALARIES
F-1 -Minimum Yearly	FY2023		FY2024
FF	\$ 60,559.00	\$ 62,072.98	\$ 62,073.00
FF EMT		\$ 65,176.62	\$ 65,177.00
FF EMT-D		\$ 66,418.08	\$ 66,419.00
FF EMT/HMOC		\$ 65,874.76	\$ 65,875.00
FF EMT-D/HMOC		\$ 67,116.22	\$ 67,117.00
FF EMT/HMTC		\$ 66,572.90	\$ 66,573.00
FF EMT-D/HMTC		\$ 67,814.36	\$ 67,815.00
Step 2 Yearly	FY2023		FY2024
FF	\$ 63,676.00	\$ 65,267.90	\$ 65,268.00
FF EMT		\$ 68,531.30	\$ 68,532.00
FF EMT-D		\$ 69,836.65	\$ 69,837.00
FF EMT/HMOC		\$ 69,229.43	\$ 69,230.00
FF EMT-D/HMOC		\$ 70,534.79	\$ 70,535.00
FF EMT/HMTC		\$ 69,927.57	\$ 69,928.00
FF EMT-D/HMTC		\$ 71,232.93	\$ 71,233.00
Step 3 Yearly	FY2023		FY2024
FF	\$ 66,777.00	\$ 68,446.43	\$ 68,447.00
FF EMT		\$ 71,868.75	\$ 71,869.00
FF EMT-D		\$ 73,237.67	\$ 73,238.00
FF EMT/HMOC		\$ 72,566.88	\$ 72,567.00
FF EMT-D/HMOC		\$ 73,935.81	\$ 73,936.00
FF EMT/HMTC		\$ 73,265.02	\$ 73,266.00
FF EMT-D/HMTC		\$ 74,633.95	\$ 74,634.00
MAXIMUM	FY2023		FY2024
FF	\$ 68,111.00	\$ 69,813.78	\$ 69,814.00
FF EMT		\$ 73,304.46	\$ 73,305.00
FF EMT-D		\$ 74,700.74	\$ 74,701.00
FF EMT/HMOC		\$ 74,002.60	\$ 74,003.00
FF EMT-D/HMOC		\$ 75,398.88	\$ 75,399.00
FF EMT/HMTC		\$ 74,700.74	\$ 74,701.00
FF EMT-D/HMTC		\$ 76,097.01	\$ 76,098.00
F-3	FY2023		FY2024
MM	\$ 81,983.00	\$ 84,032.58	\$ 84,033.00
MM/HMOC		\$ 84,730.71	\$ 84,731.00
MM/HMTC		\$ 85,428.85	\$ 85,429.00
LT	\$ 81,983.00	\$ 84,032.58	\$ 84,033.00
LT EMT		\$ 88,234.20	\$ 88,235.00
LT EMT-D		\$ 89,914.86	\$ 89,915.00
LT EMT/HMOC		\$ 88,932.34	\$ 88,933.00
LT EMT-D/HMOC		\$ 90,612.99	\$ 90,613.00
LT EMT/HMTC		\$ 89,630.48	\$ 89,631.00
LT EMT-D/HMTC		\$ 91,311.13	\$ 91,312.00
F-4	FY2023		FY2024
DC	\$ 92,787.00	\$ 95,106.68	\$ 95,107.00
DC EMT		\$ 99,862.01	\$ 99,863.00
DC EMT-D		\$ 101,764.14	\$ 101,765.00
DC EMT/HMOC		\$ 100,560.15	\$ 100,561.00
DC EMT-D/HMOC		\$ 102,462.28	\$ 102,463.00
DC EMT/HMTC		\$ 101,258.28	\$ 101,259.00
DC EMT-D/HMTC		\$ 103,160.42	\$ 103,161.00
F-5	FY2023		FY2024
Chief	\$ 136,219.00	\$ 139,624.48	\$ 139,625.00
Chief EMT -D/HMTC		\$ 150,794.46	\$ 150,795.00

APPENDIX B

Longevity Pay Detail

After	5 years	\$130.00	per year
After	10 years	\$260.00	per year
After	15 years	\$700.00	per year
After	20 years	\$1,200.00	per year
After	25 years	\$1,500.00	per year
After	26 years	\$1,525.00	per year
After	27 years	\$1,550.00	per year
After	28 years	\$1,575.00	per year
After	29 years	\$1,600.00	per year
After	30 years	\$2,000.00	per year
After	31 years	\$2,025.00	per year
After	32 years	\$2,050.00	per year
After	33 years	\$2,075.00	per year
After	34 years	\$2,100.00	per year
After	35 years	\$2,300.00	per year
After	36 years	\$2,325.00	per year
After	37 years	\$2,350.00	per year
After	38 years	\$2,375.00	per year
After	39 years	\$2,400.00	per year
After	40 years	\$2,425.00	per year

APPENDIX C

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE CITY OF LEOMINSTER
AND
THE LEOMINSTER FIREFIGHTERS UNION, LOCAL 1841

Whereas all candidates who successfully meet all criteria established within the promotional examination process established in agreement between the Appointing Authority of the Leominster Fire Department and the Commonwealth of Massachusetts and;

Whereas the Appointing Authority of the Leominster Fire Department has in receipt a certified roster ranking the promotional examination process results from the appropriate agent of the Commonwealth of Massachusetts and;

Whereas two or more candidates are tied given the approved and established examination process and;

Whereas all tied candidates, after consultation with the collective bargaining agent Leominster Fire Fighters Local 1841, IAFF, and with unanimous consent among all respective candidates hereby agree to the following terms:

1. The raw data provided to each candidate via the appropriate agent of the Commonwealth of Massachusetts, transmitted through the appropriate means of said agent, shall be used to break such ties. Fractional points shall be considered in accordance with the established criteria agreed upon by the Appointing Authority of the Leominster Fire Department and the Leominster Fire Fighters Local 1841, IAFF.
2. All tied candidates hereby agree to voluntarily provide such data to the Appointing Authority of the Leominster Fire Department for the purposes of ranking said candidates contained within the certified promotional examination roster.
3. All tied candidates agree to this process unanimously.
4. All tied candidates agree to sign and attest, under penalty of reprimand via the Appointing Authority of the Leominster Fire Department in accordance with all relevant disciplinary recourse under the current Collective Bargaining Agreement between The City of Leominster and Leominster Fire Fighters Local 1841, IAFF, they will not engage in any attempt or submission or scheme to intentionally undermine the validity of this process or to cause false representation of said raw data for the purposes of ranking all qualified promotional candidates.
5. These terms shall be mutually accordant between the Appointing Authority of the Leominster Fire Department and the Leominster Fire Fighters Local 1841, IAFF.
6. This agreement is without precedent and shall not be considered to establish a precedent between the City and the Fire Fighters Local 1841, IAFF.
7. All tied candidates, by signing below, hereby agree that they will not contest their non-selection for promotion via the filing of a grievance through the Union, or bypass appeal at the Civil Service Commission.