

AGREEMENT

Between

TOWN OF EAST LONGMEADOW

And

EAST LONGMEADOW

FIREFIGHTERS

LOCAL 2426

Effective:

July 1, 2025- June 30, 2028

CONTENTS

ARTICLE 1 AGREEMENT.....	3
ARTICLE 2 RECOGNITION AND UNION REPRESENTATION.....	3
ARTICLE 3 MANAGEMENT RIGHTS.....	4
ARTICLE 4 PROBATIONARY POLICY.....	5
ARTICLE 5 EARLY RESIGNATION CLAUSE.....	5
ARTICLE 6 SEVERABILITY.....	6
ARTICLE 7 UNION DUES AND CHECK-OFF.....	6
ARTICLE 8 UNION BUSINESS LEAVE.....	7
ARTICLE 9 BULLETIN BOARD.....	7
ARTICLE 10 NO STRIKE.....	7
ARTICLE 11 NON-DISCRIMINATION.....	5
ARTICLE 12 MAINTENANCE OF BENEFITS.....	5
ARTICLE 13 RESIDENCY REQUIREMENT.....	5
ARTICLE 14 SENIORITY RIGHTS IN JOB ASSIGNMENT.....	6
ARTICLE 15 GRIEVANCE PROCEDURE.....	7
ARTICLE 16 DISCIPLINE AND DISCHARGE.....	9
ARTICLE 17 HEALTH AND SAFETY.....	11
ARTICLE 18 CANCER AND CARDIAC SCREENING PROGRAM.....	12
ARTICLE 19 DRUG/ALCOHOL FREE WORKPLACE.....	13
ARTICLE 20 INDEMNIFICATION.....	14
ARTICLE 21 HOURS OF WORK.....	14
ARTICLE 22 INTERCHANGE OF SHIFTS.....	16
ARTICLE 23 PERMITTED ABSENCES.....	17
ARTICLE 24 RETIREMENT.....	21
ARTICLE 25 INSURANCE.....	23
ARTICLE 26 HOLIDAYS.....	24
ARTICLE 27 RATES OF PAY.....	24
ARTICLE 28 RANK STRUCTURE.....	27
ARTICLE 29 PROMOTIONAL POLICY.....	29
ARTICLE 30 CAREER INCENTIVE.....	37
ARTICLE 31 CONTINUING EDUCATION REIMBURSEMENT.....	39
ARTICLE 32 PARAMEDIC COURSE REIMBURSEMENT.....	40
ARTICLE 33 UNION SPECIALTY ASSIGNMENTS/POSITIONS.....	41

ARTICLE 34 LONGEVITY..... 45
ARTICLE 35 CLOTHING ALLOWANCE..... 46
ARTICLE 36 PERSONAL PURCHASED PPE..... 46
ARTICLE 37 REPAYMENT CREDIT..... 47
ARTICLE 38 PERSONAL CAR ALLOWANCE..... 48
ARTICLE 39 COURT TIME..... 48
ARTICLE 40 LIGHT DUTY..... 48
ARTICLE 41 TRAINING INDEMNIFICATION..... 50
ARTICLE 42 FIT FOR DUTY EXAM..... 51
ARTICLE 43 DURATION, TERMINATION AND MODIFICATION..... 51
ARTICLE 44 SIGNATURE CLAUSE..... 52

ARTICLE 1 AGREEMENT

This Agreement is made between the Town of East Longmeadow acting by and through its Town Manager (hereinafter referred to as the “Town” or the “Employer”) and the East Longmeadow Fire Fighters Local 2426 (hereinafter referred to as the “Union”). This Agreement is entered into pursuant to the provisions of Chapter 150E of the Massachusetts General Laws.

ARTICLE 2 RECOGNITION AND UNION REPRESENTATION

2.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining as to salaries, wages, hours and other conditions of employment for all uniformed full-time Fire Fighters employed by the Town of East Longmeadow, excluding the Chief and the Deputy Chief.

2.2 The Union agrees that it shall act as the exclusive bargaining agent for all employees covered by this Agreement and it shall act, represent, negotiate and bargain collectively for all employees within the bargaining unit. It shall be responsible for representing the interests of such employees without discrimination and without regard to union or non-union membership.

2.3 Pursuant to such representation, the Employer will allow a unit member who serves on the bargaining committee the opportunity to attend any bargaining session with the Employer that may be scheduled during his regular hours of work without loss of pay while he is so engaged with the provision that he notify the Chief twenty-four (24) hours in advance of the date and place of such absence for such purpose.

ARTICLE 3 MANAGEMENT RIGHTS

3.1 Except where such rights, powers and authority are specifically abridged or limited by the provisions of this Agreement, the Town Manager, acting as the Board of Fire Commissioners

through and by the Chief of the Department, has and will continue to retain, whether exercised or not, all of the rights, powers and managerial authority heretofore vested in it. It shall have the responsibility, obligations and prerogatives of management of the Fire Department. Such rights shall include, but not be limited to:

3.1.1 To determine the selection, care and use of equipment and property of the Town.

3.1.2 To establish, alter and supervise departmental policies.

3.1.3 To establish or discontinue departmental procedures.

3.1.4 To select, appoint, promote and otherwise evaluate Department personnel.

3.1.5 To prescribe and establish reasonable rules and regulations for the maintenance of good order and efficient operation of the Department.

3.1.6 To determine the incidental duties of the Department members.

3.2 The manner of exercise of such rights may be subject to the Grievance Procedure contained in this Agreement but the rights of management shall not be subject to review in the Grievance Procedure.

ARTICLE 4 PROBATIONARY POLICY

All new employees shall serve a probationary period of twelve (12) months from their date of hire. During the probationary period, an employee may exercise no seniority rights, and the Town may warn, suspend, or terminate the employee without such actions being subject to the grievance and arbitration provisions of this Agreement. Employees who work beyond their probationary period shall be considered regular employees and their seniority shall date back to their initial date of employment.

ARTICLE 5 EARLY RESIGNATION CLAUSE

5.1 In consideration of the Town's investment for an employee's MFA training, an employee shall reimburse the Town for part of the investment if that employee leaves Town employment as follows:

5.1.1 Actual cost of physical, PAT exam, firefighter turnout gear, department uniforms, and books for resignation any time prior to actual start date and through the MFA graduation.

5.1.2 Actual cost of physical, PAT exam, firefighter turnout gear, department uniforms, and books for failing MFA training and being removed from the program.

5.1.3 \$9,000 for resignation to accept another position within the first month after completion of the MFA, this amount decreases at rate of \$250 per each month of service to the Town for a total of thirty-six (36) months. For purposes of the article, the month shall end on the first month anniversary of the MFA completion.

ARTICLE 6 SEVERABILITY

6.1 Should any provisions of this Agreement be found to be in violation of any Federal or State law by a court of competent jurisdiction rendering such provision void; all other provisions contained herein shall remain in full force and effect for the duration of the Agreement.

6.2 Furthermore, the Local shall have the right to negotiate the impact of such determination made by a court of competent jurisdiction.

ARTICLE 7 UNION DUES AND CHECK-OFF

The Town agrees to deduct the Union dues monthly from the pay of unit members who sign authorization cards, providing such deduction will be forwarded to the Union President or his designee. This deduction will be in accord with the provision of Section 17A of Chapter 180 of the Massachusetts General Laws.

ARTICLE 8 UNION BUSINESS LEAVE

8.1 Unit members elected or designated by the unit to be its representatives shall each be granted leave, with no loss of pay, cumulatively, the total number of tours allowed hereunder is ten (10). One (1) member may be absent in this leave if there are no other absences on the days sought when the member is to be gone. A tour shall be a twelve (12) hour day.

8.2 This leave is granted for the purpose of attending seminars, conferences or meetings of the Professional Fire Fighters of Massachusetts AFL-CIO or the IAFF.

8.3 While so engaged, the unit member will not be construed as being on the business of the Town or acting within the scope of his employment with respect to indemnification or such other benefits that could otherwise result in the incurrence of a liability on the Town of East Longmeadow.

ARTICLE 9 BULLETIN BOARD

The Employer shall provide a convenient place for a Union Bulletin Board, not to exceed 2 feet by 3 feet, in the Fire Station to be used exclusively by the Union for the posting of the following types of notices and purposes:

- Union meetings
- Union elections
- Union business
- Reports of Union Committees
- Recreational and social affairs
- Rules and policies

ARTICLE 10 NO STRIKE

The Town and the Union both recognize that it is unlawful for any employee to engage in, induce or encourage any strike, work stoppage, slowdown or withholding of services, and it is agreed that neither the Union, its officers or agents, nor any employee covered by this Agreement shall engage in any such act or activities.

ARTICLE 11 NON-DISCRIMINATION

The parties agree to incorporate by reference the Town's Equal Opportunity/Affirmative Action policy as amended from time to time and which is applicable to all Town employees. Consistent with such policy, neither the Employer nor the Union shall discriminate against any person with respect to promotion, assignment, or any other matter relating to wages, hours, or working conditions because of their membership in a protected classification including race, creed, color, religion, age, gender, sex, national or ethnic origin, disability, pregnancy or pregnancy related condition, sexual orientation, gender identity or expression, military or veteran status, genetic information, or any other protected classification recognized under State or Federal law. In addition, the Employer agrees not to discriminate on the basis of an employee's Union membership or lack of membership, Union activities, or because an employee filed or processed any grievance relating to wages, hours, or conditions of employment. All persons covered by the terms of this Agreement shall receive equal and full protection hereunder.

ARTICLE 12 MAINTENANCE OF BENEFITS

Benefits relating to present conditions of employment not specifically enumerated in this Agreement that are extended to unit members with the authority of the Town Manager shall continue to remain in effect.

ARTICLE 13 RESIDENCY REQUIREMENT

Members of the bargaining unit employed shall live within a fifteen (15) mile radius from the East Longmeadow town line at any point. In the event such a requirement results in hardship, an employee individually may apply to the Town Manager through the Chief to have this requirement waived.

ARTICLE 14 SENIORITY RIGHTS IN JOB ASSIGNMENT

14.1 The Town and the Union recognize that the principal factor in job assignments is the efficiency and integrity of the Fire Department and the Town retains its inherent managerial rights to the appointment, promotion, assignments and transfer of employees. The Town, however, in making shift assignments of unit members will give due consideration to an employee's seniority, physical condition, personal hardship and particular abilities when making such assignments. Therefore, when such a shift assignment is made, if the efficiency of the Department will not, in the Chief's judgment, be affected and the other factors are equal, the senior unit member may be given the assignment.

14.2 All fill-ins for regularly scheduled tours of duty in which the Chief determines there is a staffing need shall be offered by the Chief of the Department to all eligible unit members by utilizing the current fill-in hours assigned and then seniority as a determining factor.

14.3 Extra work assignments will be capped at a maximum of six (6) hours per firefighter. Exception: The maximum of six (6) hours can be increased out of necessity due to an emergency or extenuating circumstances with the Chief of Department's authorization.

14.4 An extra work assignment is defined for the purposes herein as detail scheduled by the department and paid for by the Town.

14.5 This article is to document the agreements and exceptions made for the absorption of Call Firefighters. Upon appointment as a Full Time Firefighter prior to July 1, 2018, time served as an appointed Call Firefighter for the Town of East Longmeadow was credited to the employee for purposes of longevity and vacation benefits. Employees with Call Fire service for the Town of East Longmeadow who were hired to Full Time Firefighter positions with the Town after July 1, 2018, will have up to five (5) years of time served as a Call Firefighter for the Town of East Longmeadow credited to them for the purposes of longevity and vacation benefits.

ARTICLE 15 GRIEVANCE PROCEDURE

15.1 For the purpose of this Article and Article 16, “business days” shall exclude weekends and holidays. Any grievance or dispute which may arise between the parties concerning the application or interpretation of this Agreement, unless specifically excluded by this Agreement, shall be settled in the following manner:

15.1.1 Step 1:

15.1.1.1 The grievant shall reduce the grievance to writing and present it to the Chief within seven (7) business days of the date of the grievance or his knowledge of its occurrence.

15.1.1.2 The written grievance shall contain a statement of the grievance and the facts involved, the provisions of this Agreement alleged to be violated and the remedy requested.

15.1.1.3 The Chief shall attempt to adjust the dispute and shall render a written decision within seven (7) business days from his receipt of the grievance.

15.1.2 Step 2:

15.1.2.1 If the grievance has not been resolved or if the Chief has failed to render a decision within the time provided, the Union may present it in writing to the Town Manager within 5 (five) business days from receipt of the decision from the Chief or the expiration of time when such decision was due, whichever is later. The Town Manager or their designated representative shall meet with the parties to the grievance within 15 (fifteen) business days after receipt of the grievance and shall render a decision in writing, stating the basis for such decision within 10 (ten) business days from the date of such meeting.

15.1.3 Step 3:

15.1.3.1 In the event that the grievance is not resolved at Step 2, the Union may notify the Town Manager in writing that it intends to submit the grievance to arbitration. Such notice shall be served within ten (10) business days after the receipt of the decision as outlined in Step 2 or the expiration of the time fixed for such decision, whichever is later.

Arbitration will be initiated within twenty (20) business days of notice thereof.

15.1.3.2 Arbitration of any grievance under this Procedure shall be before an arbitrator mutually agreed upon by the Union and Town Manager and if no agreement can be made, then before an arbitrator to be appointed by the American Arbitration Association and in accord with its rules. Such proceedings, whenever feasible, will be held in East Longmeadow and the expense will be borne equally by the parties hereto.

15.1.3.3 The arbitrator's decision will be in writing and shall state his findings of fact, reasoning and conclusion. Such decision shall be final and binding upon the Town, the employee and the bargaining unit; however, nothing

contained herein shall deny to either party any legal action in order to gain relief from, or to enforce rights under any arbitration finding.

15.1.3.4 The arbitrator shall be without power or authority to make any award the terms of which are in conflict with other express provisions of this Agreement or any rules or regulations of the Department.

15.1.3.5 No grievance or dispute within the jurisdiction of some other administrative body shall be arbitral under any section of the contract. Grievances not processed within the time periods set forth herein shall be deemed to have been waived. The parties may agree to time extensions by mutual agreement.

15.1.3.6 The Town, Union or grievant shall have the right to be represented by counsel at their own expense at all stages of the proceedings.

15.1.3.7 The grievant shall not suffer loss of pay for time spent by him during his regular hours of work in attendance upon a meeting as set forth in Steps 2 and 3 contained herein.

ARTICLE 16 DISCIPLINE AND DISCHARGE

16.1 Unit members who are in violation of the rules and regulations of the Department, insubordinate, incompetent or who are culpable of behavior contrary to the good order of the Department or conduct unbecoming a Department member may be subject to discipline or discharge for cause.

16.2 Discipline, discharge or other official action deemed appropriate by the Chief or Town Manager may be taken against a unit member for the best interest of the Town and/or the

Department. A unit member will have a right to a hearing as outlined below in matters involving suspension or discharge.

16.3 Letters of Warning or Reprimand

16.3.1 The Chief may issue letters of warning for infractions of departmental rules, regulations, commands or conduct unbecoming of the good order of the Department or a Department member. Such letters of warning or reprimand will become a part of the personnel file of the employee.

16.4 Suspension or Discharge

16.4.1 The Chief is hereby authorized to suspend a unit member without pay for infraction of departmental rules and regulations, insubordination, incompetence or such other conduct that is contrary to the good order of the Department or is unbecoming to a Department member (e.g., intoxication or consumption of alcoholic beverages during the hours of work, offensive or abusive language towards another member of the Department, offensive or abusive language to a member of the general public, larceny of Town property, etc., and such other conduct of a similar type which is not capable of being listed precisely herein, but which conduct is serious and affects the level of an employee and/or Department's performance and/or effective management of the Department).

16.5 In matters of suspension, the Town Manager will be notified by the Chief forthwith as to the employee involved, the conduct giving rise to such suspension, and the dates of such suspension. The Town Manager will not be prevented from increasing the period of suspension or terminating the employee if it deems appropriate, and the conduct of the employee so warrants such action.

16.5.1 Within forty-eight (48) hours after the suspension or termination, written notice shall be given to the unit member or his representative, setting forth the reason on which

the suspension or termination was based and notifying him he has a right to request a hearing by the Town Manager to review whether such reason is just cause for such suspension or termination.

16.5.2 The member or employee shall, within forty-eight (48) hours, if he desires such a hearing, request a hearing in writing from the Town Manager. In the computation of the forty-eight (48) hours, Saturdays, Sundays and holidays, wherein Town Hall is closed, shall be excluded. Such request will be deemed to be made upon receipt of the same at the Town Manager's Office within such forty-eight (48) hour period.

The failure to assert a written request for hearing within forty-eight (48) hours prescribed will negate the employee's opportunity to be heard on the suspension or termination.

16.5.3 A hearing by the Town Manager shall be held within ten (10) business days of the receipt of the written request for the same and the Town Manager shall render a decision within five (5) business days of such hearing; concurring, modifying or rescinding the suspension or discharging the employee from the Department. Such hearing will be conducted at the Town Hall and will be open only to the employee, their representative and witnesses involved in the proceeding.

16.6 Dismissal

16.6.1 The Town Manager has the authority to remove any member at any time for just cause and after due hearing which cause shall be specified in the order of dismissal.

ARTICLE 17 HEALTH AND SAFETY

17.1 As the health and safety of the firefighters are a paramount concern of the East Longmeadow Fire Department, the Union and the Town agree to:

17.1.1 Reasonable precaution will be taken to protect all department members from Hepatitis-B, AIDS and other infectious diseases.

17.1.2 Critical Incident Stress Debriefing (CISD) and other counseling will be made available to all department members. Additionally, the Chief will relieve personnel involved in critical stress incidents for the remainder of their shift if the Chief determines the situation warrants such action.

17.1.3 The Town will provide a means to wash uniforms and turnout gear separate of each other within the Department.

17.1.4 To maintain adequate physical fitness, the department members are allowed two (2) hours of workout time during their scheduled shift. Times may vary based on department activities, which in such cases the Captain of the shift may allow a member to work out when time permits. The member working out will still respond to emergencies as such assigned in either Class B's, time permitting, or Class C's (T-Shirt or sweatshirt with Department name or logo) with bunker gear pants, as to not delay response time.

ARTICLE 18 CANCER AND CARDIAC SCREENING PROGRAM

18.1 Annually, all bargaining unit members who have completed five (5) or more years of service or who are thirty-five (35) years of age or older shall be entitled to a cancer and cardiac screening program provided by the Town. Participation in screenings shall be voluntary. These screenings shall be scheduled in a manner that minimizes disruption to operations and shall not require the use of personal or vacation leave. The Town shall assume full cost for all screenings listed below.

18.2 The following screenings shall be provided annually:

18.2.1 Comprehensive blood work to include but not limited to the following screenings:

18.2.1.1 Comprehensive Metabolic Panel, CBC & Hematology, Lipid Panel, Enhanced biomarker urinalysis, thyroid stimulating hormone, Hemoglobin A1C, PSA for males, CH-125 for females, APOE4 genetic testing for Alzheimer's.

18.2.2 Diagnostic Ultrasound to include at a minimum, the heart (echocardiogram), carotid arteries, aortic aneurysm, thyroid, liver, spleen, kidneys, bladder, gallbladder, pelvic ultrasounds for women, and testicular ultrasounds for men.

18.3 Any follow-up care or additional diagnostic testing required as a result of these screenings shall be addressed under the member's health insurance coverage, except in cases where the condition qualifies under Massachusetts General Law Chapter 32, Section 94, in which case the Town shall assume full responsibility for all associated costs.

18.4 Results of any screening shall be considered private medical information and shall not be disclosed to the Department or used for disciplinary action, fitness-for-duty determination, or promotional eligibility, unless otherwise required by law and with the written consent of the member.

18.5 Any substitution or replacement of the listed screenings shall be subject to mutual agreement between the Town and the Union.

ARTICLE 19 DRUG/ALCOHOL FREE WORKPLACE

19.1 It is the intent and obligation of the Town to provide a drug-free/alcohol-free, healthy, safe and secure work environment for all employees. No employee shall report to work under the influence of alcohol or illegal drugs.

19.2 While on duty, the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or the use of alcohol is absolutely prohibited. If it is determined that there are violations of this policy, appropriate disciplinary action will be in accordance with this collective bargaining language.

19.3 The Town recognizes drug dependence abuse as a potential health, safety and security problem. Employees needing help in dealing with such problems are encouraged to use health insurance plans, as appropriate. All contacts are confidential and conscientious efforts to seek help with drug and alcohol dependency will not jeopardize an employee's job.

19.4 As required by Federal law, employees directly engaged in the performance of work pursuant to the provisions of a federal grant or contract must, as a condition of employment, abide by the terms of the above policy and must report any conviction under a criminal drug statute for violations of this policy to the appropriate Department Head within five (5) days after the conviction. The Town must then notify the contracting agency within ten (10) days after receiving notice of conviction as required by the Drug-Free Workplace Act of 1988.

ARTICLE 20 INDEMNIFICATION

The indemnification provisions contained in Section 100 of Chapter 41 of the Massachusetts General Laws shall apply during the term of this Agreement.

ARTICLE 21 HOURS OF WORK

21.1 Twenty-Four Hour Shifts

21.1.1 The schedule shall follow 24 hours on, 48 hours off, 24 hours on, 96 hours off. The shift shall commence at 0800 on the day on for the group and shall expire at 0800 the following day. Four groups, designated "A, B, C, & D", will fill an eight-week schedule as follows.

	Sunday	Monday	Tuesda y	Wednesda y	Thursda y	Friday	Saturda y
Week 1	A	C	B	D	C	A	D
Week 2	B	A	C	B	D	C	A
Week 3	D	B	A	C	B	D	C
Week 4	A	D	B	A	C	B	D
Week 5	C	A	D	B	A	C	B
Week 6	D	C	A	D	B	A	C
Week 7	B	D	C	A	D	B	A
Week 8	C	B	D	C	A	D	B

21.1.2 It is mutually recognized that the hours of work are established in order to provide the maximum fire protection to the community and that factors affecting fire service are not predictable and the hours of work may well require change so that the Department can better perform its function of the public safety to the residents of the Town.

21.1.3 Each group will work an average of 42 hours per week in a four-week (28-day) work period. The four weeks in each 28-day work period will commence at 0000 hours on Sunday and end on Saturday at 2359 hours.

21.2 New Hires (Prior to Academy Training)

21.2.1 All newly hired ELFD employees will start with a two (2) week administrative period. This will include orientation on day one (1) with the Human Resources Department, all administrative training within the department, time to meet with the

union/union representative, the ability to meet and shadow each company, department specific orientation, and all other administrative tasks necessary.

21.2.2 At the start of a new firefighter recruit's employment, and prior to the start of the Massachusetts Fire Academy Career Recruit Firefighter Training Program (MFA), the firefighter will be assigned to work Monday through Friday, 0800 hrs. to 1630 hrs. for four (4) days and 0800 hrs. to 1600 hrs. for one (1) day. This schedule gives the employee 42 hours per week and they will be compensated as such per Appendix A.

21.2.3 If in the event the new recruit won't attend the MFA for more than one (1) month, the recruit will be assigned to a Group and work the seven-day week operational schedule in section 1 following their assigned group's twenty-four (24) hour schedule after their two (2) week administrative period. At this point new recruit firefighters will work an average of 42 hours per week and be compensated as such per Appendix A.

21.2.4 Once the MFA training program begins, the firefighter recruits will work Monday through Friday until successful completion of the training program. Each shift will follow MFA's schedule. New hires will work 42 hours per week and be compensated as such per Appendix A.

21.2.5 At the completion of the MFA the new firefighter recruits will be reassigned to a Group and work the seven-day week operational schedule in section 1 following their assigned group's twenty-four (24) hour schedule. At this point new recruit firefighters will work an average of 42 hours per week and be compensated as such per Appendix A.

21.3 Emergencies

21.3.1 In the event of public emergency, the Chief may require a unit member to work when he is otherwise entitled to be off for the duration of the emergency.

ARTICLE 22 INTERCHANGE OF SHIFTS

A member may swap a full or partial shift in the form of a 12-hour tour or a 24-hour day.

ARTICLE 23 PERMITTED ABSENCES

23.1 Bereavement Leave

23.1.1 Bereavement leave, without loss of pay and not counted as sick leave, shall be provided for death within current family relationships at the discretion of the Chief, but subject to the following provisions:

23.1.1.1 In the event of the death in an employee's immediate family, the employee shall be granted two (2) shifts or four (4) tours totaling forty-eight (48) hours off after the date of the death without loss of pay and not counted as sick time. Immediate family is defined as the parent/step-parent/foster parent, child/step-child/foster-child, sibling/step-sibling, grandparent, or grandchild of either the employee, the employee's spouse, or the employee's domestic partner.

23.1.1.2 In the case of the death of the employee's aunt, uncle, niece, nephew, brother-in-law, or sister-in-law, one (1) shift or two (2) tours totaling twenty-four (24) hours of paid leave shall be granted.

23.1.1.3 With the consent of the Chief and providing that it will not impair/reduce the effective delivery of services, an employee scheduled to work may be granted up to four (4) hours of paid leave to attend the service of a deceased co-worker.

23.2 Jury Duty Leave

23.2.1 A unit member required to serve as juror shall be paid an amount equal to the difference between the compensation received for such service and their regular pay. Employees are expected to report for work when not required by the Court. Employees who have jury service at the end of a twenty-four (24) hour shift, may request to leave work at ten (2200). All requests to do so must be submitted to the Chief a minimum of four (4) days prior to the start of the shift from which the employee will be leaving early.

23.3 Vacations

23.3.1 A unit member who reaches their anniversary date of employment shall, for the purposes of determining their vacation period, be deemed to have worked for the whole year and shall receive the following vacation:

Service on Anniversary Date	Vacation
One (1) year:	4 Days (8 tours)
Three (3) years:	5 Days (10 tours)
Five (5) years:	6 Days (12 tours)
Ten (10) years:	8 Days (16 tours)
Fifteen (15) years:	9 Days (18 tours)
Twenty (20) years:	10 Days (20 tours)
Thirty (30) years:	11 Days (22 tours)

The above vacation days shall be predicted on the following:

1 Tour = 12 hour day (0800-2000) or 12 hour night (2000-0800)

1 Day = 2 tours
1 Week = 4 tours or 2 days

23.3.2 A unit member must schedule vacation time in (12) twelve, or (24) twenty-four hour blocks at least seven (7) calendar days in advance. The seven (7) day requirement may be waived with the Chief of Department's authorization. Exception: On Christmas Day a unit member will be allowed to take (3) three-hour blocks allowing time for unit members to split the day to spend time with family.

23.3.3 An employee who is employed at least six (6) months and otherwise would not have vacation entitlement until their anniversary date will be eligible for 48 hours, or 2 days, of vacation between six (6) months and their anniversary date.

23.3.4 New hires, including those with call experience, may not take vacation time during the first six (6) months of permanent full-time employment.

23.4 Sick Leave

23.4.1 Unit members shall be credited with 108 hours (4.5 days) sick leave days annually on July 1st. Unused sick leave as of such date is retained and accumulated without limitation.

23.4.2 Sick leave with pay shall be granted subject to the following provision:

23.4.2.1 Sickness of the employee is a condition precedent for the taking of such leave and eligibility for payment hereunder except as otherwise provided below.

23.4.2.2 The Chief or their designee shall investigate and ascertain the validity of any request for sick leave and approve the request for same prior to sick leave payment.

23.4.2.3 A physician's certificate may be required by the Department of the employee's physician for sick leave request for the duration of three (3) consecutive work days.

23.4.2.4 One additional 8 hours of sick leave will be credited to a unit member who on July 1st has not used more than, in the aggregate, forty two (42) sick leave hours during the period between the preceding July 1st and June 30th. Such additional sick leave day will be known as "incentive sick leave day" and once earned and credited will be the same in all respects as other sick leave days credited to the unit member. For the purpose of computing entitlement to "incentive sick leave days," the Department shall include sick leave days and Family Illness/Maternity leave days used under Section 5, but shall not include personal days used by an employee, as such personal days will not be considered sick leave for computation of an "incentive sick leave day."

23.5 Parental Leave

23.5.1 The parties agree to incorporate by reference the Commonwealth of Massachusetts' Parental Leave Act (MPLA) M.G.L. c. 149 § 105D as well as the Federal Family and Medical Leave Act (FMLA) 29 U.S.C. § 2601 et seq. As dictated by the laws, these leaves run concurrently.

23.5.2 Parental leave may be extended for a period of time up to six (6) months from the date upon which it commences. A written request in such form as may be required must be presented to the Human Resources Director prior to the expiration of the twelve (12) week period of time allowed by the statutes referenced in 23.5.1. Prior to granting or disapproving same, the Human Resources Director shall consult with the employee's Department Head. If the Human Resources Director approves an extension of parental leave, it shall be treated as a leave of absence without pay unless the employee has

remaining PTO in which case, if the extension is granted, the employee shall draw their accumulated PTO from vacation time first followed by personal time.

23.6 Compensatory Time

23.6.1 Any approved overtime accrued from call back, training, scheduled extra work assignments; schooling, etc. may be taken as time off in lieu of compensation. For the purposes of this contract, this time shall be called "Comp Time." For every hour of pay earned as overtime, the employee shall be eligible for time off in lieu of compensation at the equivalent equal rate. The maximum allowable number of hours that a unit member will be allowed to maintain and take off as comp time shall be forty-eight (48) hours. Unit members shall be allowed to carry over comp time from one fiscal year to another. Such comp time off shall be taken at the discretion of the Chief. In the event that a unit member has a balance of comp time at the end of a fiscal year, in no event shall that balance be convertible to a rate of pay higher than what existed at the time that the comp time was earned.

23.7 Personal Leave

23.7.1 Members of the career department are granted the following personal leave:

23.7.1.1 Twelve (12) hours per year for more than (1) one year of service and less than three (3) years of service.

23.7.1.2 Twenty-four (24) hours per year for more than three (3) years of service.

23.7.1.3 Thirty-six (36) hours per year for more than five (5) years of service.

23.7.2 Personal leave must be scheduled at least twenty-four (24) hours in advance, the Fire Chief may authorize personal leave with less notice for justifiable reasons.

ARTICLE 24 RETIREMENT

24.1 The Town shall make available to the employee, membership in the prevailing hospitalization and extended benefit plan, as it shall be available to similarly situated employees and on the same terms. Should the employee's term of service for the Town be sufficient to vest for a retirement allowance through the Hampden County Retirement Board, and whether or not their employment is thereafter terminated prior to submitting a retirement application to the Retirement Board, the employee shall, once retired in accordance with requirements of said Board, be eligible to participate in the Town sponsored medical insurance plan(s) to the same extent and at the same rate of subsidy as if he/she retired as a similarly situated department head.

24.2 Notice to Retire

24.2.1 A firefighter who has been employed by the Town of East Longmeadow as a firefighter for twenty-five years or more and submits and retires in accordance with this provision will be eligible to receive a one-time payment up to ten thousand dollars (\$10,000) at the time of retirement based on years of service with the department according to the following schedule:

24.2.1.1	Twenty-five (25) years:	\$10,000
24.2.1.2	Twenty-four (24) years:	\$9,000
24.2.1.3	Twenty-three (23) years:	\$8,000
24.2.1.4	Twenty-two (22) years:	\$7,000
24.2.1.5	Twenty-one (21) years:	\$6,000
24.2.1.6	Twenty (20) years:	\$5,000

24.3 In order to qualify for the benefits stated in para. 24.2.1, the firefighter intending to retire must give a twelve (12) month notice in writing to the Town Manager, which may be waived in certain circumstances.

24.4 The firefighter's notice to retire must include a letter of resignation with a date certain. The effect of the letter of resignation is to resign from the East Longmeadow Fire Department on a fixed date. Once the letter is accepted the East Longmeadow Town Manager has no further obligation to employ the firefighter after the date of resignation.

24.5 Pursuant to the practice in the Department and City, any accrued but unused personal and sick leave are lost when an employee separates from employment for any reason.

ARTICLE 25 INSURANCE

25.1 During the term of this contract, if the present indemnity plan insurance program and the present Group Life Insurance program remain available, the Town will continue to contribute one-half (½) of the premium cost for a participating employee. If increased benefits under these programs are made available to the Town employees generally during the term of this Agreement, the increased benefit program will be made available to employees covered by this Agreement.

25.2 Operative on and after July 1, 1992 an employee enrolled in a health maintenance organization insurance plan, i.e., other than the basic indemnity plan referred to in the first paragraph, will pay no more than thirty percent (30%) of the monthly cost and the Town will pay the seventy percent (70%) balance. This is contingent on the Town implementing a pre-tax cafeteria plan no later than July 1, 1992.

25.3 During the term of this Agreement, the Employer may implement changes in carriers, administrators, coverages, co-pays and the amount of premiums to be shared by the employees and the Employer; provided, however, that no such changes shall become effective until the Union shall have been given notice thereof and a period of at least fourteen (14) days within which to meet with the Employer and negotiate as to the impact of the changes on the employees.

25.4 Employees shall be eligible to participate in the Town's Health, Dental, and Life Insurance plan(s) beginning on the first day of the month after thirty (30) days of employment.

25.5 Employees who terminate their employment with the Town will be covered under the above plans for 30 days after they are no longer employed.

ARTICLE 26 HOLIDAYS

26.1 The following days will be recognized and observed as holidays for employees covered by this Agreement:

New Year's Day	Labor Day
Martin Luther King Day	Presidents' Day
Columbus Day	Patriots' Day
Veterans' Day	Memorial Day
Thanksgiving	Independence Day
Christmas	Juneteenth

26.2 Employees covered by this Agreement shall receive holiday benefits of twelve (12) paid Holidays, which are identified in the paragraph immediately above, paid on the basis of ten (10) straight time hours per Holiday whether the employee works the Holiday or not. The employee will be paid for the holiday on the pay period following the actual holiday. Therefore, if an employee covered by this Agreement is scheduled to work on the Holiday he/she will receive their regular pay plus the Holiday benefit. If an employee covered by this Agreement is not scheduled to work the Holiday, he/she will receive the Holiday benefit only.

26.3 New recruit firefighters will recognize the holidays listed in Article 20, section 1 as paid non-work holidays while they are on a 42-hour per week schedule.

26.4 Employees employed for a year or more covered by this agreement shall be entitled to 24 hours off without loss of pay as a “Floating Holiday” to be scheduled with approval of the Chief. Employees have to take the floating holiday as a day.

ARTICLE 27 RATES OF PAY

27.1 The pay scale, which includes COLA and EMS pay is outlined in Exhibit A

27.2 Firefighters covered by this agreement shall be paid on a bi-weekly schedule by direct deposit.

27.3 Emergency Medical Services (EMS) Rates

27.3.1 If a Unit Member who is certified by the Commonwealth of Massachusetts Office of Emergency Medical Service as an Emergency Medical technician (EMT) and responds to EMS calls as such shall be paid 5% above base.

27.3.2 If a Unit Member who is certified by the Commonwealth of Massachusetts Office of Emergency Medical Service as a Paramedic and responds to EMS calls as such shall be paid the following above base.

27.3.2.1	July 1, 2025	11%
27.3.2.2	July 1, 2026	11.5%
27.3.2.3	July 1, 2027	12%

27.4 Cost of Living Adjustment (COLA)

27.4.1 The Annual Rates of Pay for Firefighters shall increase as follows during this contract:

- 27.4.1.1 July 1, 2025 – 2%
- 27.4.1.2 July 1, 2026 – 2%
- 27.4.1.3 July 1, 2027 – 2%

27.5 Call Back Rate

27.5.1 Whenever unit members respond to departmental calls outside their regular hours of work, a unit member shall be on overtime and receive the following compensation:

27.5.2 Unit members responding to emergency calls outside the regular hours of work will be paid double their call back rate of pay for the first hour or any part thereof; and time and one-half their call back rate of pay for each additional hour or part thereof worked after the first hour. Call back rate of pay are set forth in Exhibit A.

27.5.3 Whenever a unit member is required to respond to or perform departmental work, excluding training exercises other than emergency calls, the unit member(s) shall be paid at the rate of time and one-half for each hour or any part thereof while performing work.

27.5.4 Outside Details:

27.5.4.1 The provisions of this paragraph shall govern the assignment of outside details to the Employees covered by this Agreement when such work is to be paid for by another Town Department or by an outside individual group, corporation, or organization.

27.5.4.2 Such assignment shall be distributed according to a rotating list of volunteers by order of seniority. Any employee who declines an offer of assignment shall be charged as if they actually worked such assignment. Outside detail hours shall be distributed as equitably as possible. The Chief shall keep track of assignments and hours for each volunteer to be continuously maintained and posted monthly. The Town agrees that outside detail rate shall be \$75.00 per hour or members time and a half

rate, whichever is higher. Employees performing such outside details shall be guaranteed a minimum of four (4) hours work at the applicable rates and work in excess of four (4) hours, employees shall be compensated to the next full hour.

27.6 Training Rate

27.6.1 Unit members required to be in attendance for training exercises will be paid at the rate of time an hour actually worked. Payment for a portion of an hour shall be computed in quarter-hour intervals by rounding to the next closest quarter-hour.

27.6.2 Unit members who attend training with the department or outside will be paid at the rate of time an hour actually worked. Payment for a portion of an hour shall be computed in quarter-hour intervals by rounding to the next closest quarter-hour.

ARTICLE 28 RANK STRUCTURE

28.1 Captain

28.1.1 The four groups will have a Captain assigned to each group. The Captain shall be responsible for all shift operations and act on the Fire Chief's behalf in their absence.

28.1.2 If a Captain's position becomes vacant or will become vacant the Fire Chief will follow the promotional process as outlined in Article 29 and appoint the top ranked firefighter to the vacant position.

28.2 Lieutenant

28.2.1 The four groups will have a Lieutenant assigned to each group. The Lieutenant shall be responsible for all shift operations in the absence of the Captain.

28.2.2 If a Lieutenant's position becomes vacant or will become vacant the Fire Chief will follow the promotional process as outlined in Article 29 and appoint the top ranked firefighter to the vacant position.

28.3 Provisional Captain/Provisional Lieutenant

28.3.1 In the event a Captain's/Lieutenant's position is vacant for two (2) months or longer, the Fire Chief shall appoint a member as a "provisional Captain/Lieutenant" to fill that position until the previous Captain/Lieutenant returns or the position is filled following the process outlined in Article 29 Promotional Policy.

28.3.2 The Provisional Captain will be appointed by selecting the next highest-ranked member on the promotional list. In the event the list has expired, the provisional appointment will go to the senior Lieutenant.

28.3.3 Provisional Lieutenant will be appointed by choosing the next highest ranked firefighter on the promotional list. In the event the list has expired, the Fire Chief and the Union will devise a mutually agreed upon process for the appointment.

28.3.4 The provisional Captain/Lieutenant shall be compensated at the rate of that position's first step relative to the person's EMS Certification. Time served as provisional Captain/Lieutenant shall count as experience in the roll for step placement if the employee is promoted officially.

28.4 Acting Deputy Fire Chief

28.4.1 In the event that both the Fire Chief and the Deputy Fire Chief are scheduled to be out of town for more than two consecutive days and nights, the Fire Chief or Deputy Fire Chief shall appoint a Captain to serve as Acting Deputy Fire Chief to run department operations. A seniority based rotation will be utilized for the selection process. If the

Acting Deputy Chief position is filled for more than 30 consecutive days, the Acting Deputy Chief will be compensated as per negotiations with the Town Manager.

ARTICLE 29 PROMOTIONAL POLICY

29.1 Captain Position

29.1.1 No later than two (2) weeks following a vacancy in a Captain's position, a posting shall be displayed in a conspicuous place in the fire station and emailed to all unit members listing the following:

- Date of posting
- Job description
- Minimum requirements & qualifications
- Procedure for applying
- Closing date for applications

29.1.1.1 The notice of open position shall remain posted for not less than seven (7) calendar days and no longer than (30) calendar days. Interested eligible unit members must apply as outlined in the application procedure within the posting period. Consideration shall be given to employees who are on vacation, sick leave, or other approved time off during the posting period.

29.1.2 Eligibility

29.1.2.1 Eligible candidates for the position of Captain will be restricted to the four (4) Lieutenants. Lieutenants who have received disciplinary action resulting in written reprimand, suspension, or greater within one (1) year of the posted opening will not be considered eligible. Any member promoted to the rank of Captain will complete certification in Officer II, Instructor II, and Incident Safety Officer within two (2) years of their promotion date. Failure to obtain the required certifications within two (2) years of the promotion date will result in demotion. If course availability prevents timely completion, a one (1) year extension may be granted upon documented proof of unavailability and subject to administrative review. Only one extension will be considered. If the required certifications are not completed within the extension period, demotion will be automatic and final.

29.1.2.2 For one anticipated Captain Position, there shall be a minimum of two (2) Candidates for the position. If two (2) or more Captain Positions are anticipated, there shall be a minimum of the anticipated number needed plus one (1). For example, two (2) anticipated Captains would require three (3) candidates.

29.1.2.3 If there are not enough eligible unit members to satisfy the required number of candidates as defined in paragraph 29.1.2.2 , the Town and Union will meet and formulate a mutually agreeable plan to move the promotional process forward.

29.1.2.4 The promotional process will consist of four (4) parts: a written test, an assessment center, experience and education, and an oral interview. The total score will be calculated as a number derived from the test score (50 potential points), education and experience (50 potential points), the assessment center (100 potential points), and the oral interview (100

potential points). A minimum combined score of 210 (70%) must be attained to be eligible for promotion.

29.1.3 Written Exam

29.1.3.1 Written exams required under this Article shall be impartial. They will be based on the current text used for Fire Officer 1 and Fire Instructor 1 certifications, as well as department policies, procedures, and guidelines.

29.1.3.2 Written exams shall not be scheduled any sooner than two (2) months after the closing of the posting and no later than ninety (90) calendar days after the posting closes. The written exam date and location shall be posted no fewer than thirty (30) calendar days in advance.

29.1.3.3 Written exams will be created and scored by an outside agency/company that provides this service.

29.1.4 Assessment Center

29.1.4.1 The Fire Chief, Deputy Fire Chief, and Human Resources Director will develop the assessment center process internally. The Assessment center process shall not be scheduled any sooner than two (2) months after the closing of the posting and no later than one hundred and twenty (120) calendar days after the posting closes

29.1.4.2 Officers equal to or greater than the rank of captain, not immediately bordering the Town of East Longmeadow, will conduct and score the assessment center process and provide it for section 29.1.2 of this article.

29.1.4.3 The following will be included in the assessment center process:

- A company-level drill
- A supervisor/employee conflict resolution
- A customer complaint resolution
- A tactical firefighting scenario

29.1.5 Oral interview

29.1.5.1 The oral interview shall be conducted by a panel consisting of the Fire Chief, Deputy Fire Chief, two (2) Western Mass Fire Chiefs (not bordering the Town), and the Town Manager or their designee.

29.1.6 Experience and Education

29.1.6.1 Scoring of education and experience shall be based on the following:

- Two (2) points each for Fire Officer II and Fire Instructor II, and Incident Safety Officer
- One half of one point (.5) points for every eight (8) hours of Massachusetts Fire Academy programs that are on the Professional Development List and for which they have achieved Pro-Board Certification. Maximum points: four (4) (Recruit Training is not applicable nor are Fire Officer II, Fire Instructor II, Incident Safety Officer, or HazMat OLR)
- One (1) point for each full year as a Lieutenant or Provisional Lieutenant/Captain. Maximum points: fifteen (15)
- College credit towards applicable degree: One half of a point (0.5 points) for every three (3) credits earned, not to exceed the maximum points that can be earned for the degree. The points should be cumulative up to the total amount of the next earned degree.
 - Ten (10) points for a Fire or Management-related Associate Degree or

- o Twenty (20) points for Fire or Management-related Bachelor's Degree or
- o Twenty-five (25) points for a Fire or Management-related Master's Degree

29.1.6.2 Fifty (50) points max for this category.

29.1.7 Selection

29.1.7.1 The Fire Chief and the Deputy Chief will compile the scoring.

Promotional candidates must achieve an overall score of 70% or higher to be promoted to the rank of Captain. All candidates will be ranked in order from highest to lowest score. This list will be used for the current open position and valid for two (2) years from the list posting date and will be posted in a conspicuous location in the department. Only the ranking order shall be publicly posted. Individual score breakdowns and scoring rubrics for the oral interview and assessment center shall be made available to each candidate. Anonymized versions of these scoring materials shall be made available to a Union designee upon request

29.2 Lieutenant Position

29.2.1 No later than two (2) weeks following a vacancy in a Lieutenant's position, a posting shall be displayed in a conspicuous place in the fire station and emailed to all unit members listing the following:

- Date of posting
- Job description
- Minimum requirements & qualifications
- Procedure for applying

- Closing date for applications

29.2.1.1 The notice of open position shall remain posted for not less than seven (7) calendar days and no longer than thirty (30) calendar days Interested, eligible unit members must apply as outlined in the application procedure within the specified posting period. Consideration shall be given to employees who are on vacation, sick leave, or other approved time off during the posting period

29.2.2 Eligibility

29.2.2.1 Eligible candidates for the position of Lieutenant will have three (3) years as an East Longmeadow Firefighter. Firefighters who have received disciplinary action resulting in written reprimand, suspension, or greater within one (1) year of the posted opening will not be considered eligible.

29.2.2.2 Any member promoted to the rank of Lieutenant will complete certification in Officer I, Instructor I, and Incident Safety Officer within two (2) years of their promotion date. Failure to obtain the required certifications within two (2) years of the promotion date will result in demotion. If course availability prevents timely completion, a one (1) year extension may be granted upon documented proof of unavailability and subject to administrative review. Only one extension will be considered. If the required certifications are not completed within the extension period, demotion will be automatic and final.

29.2.2.3 For any anticipated Lieutenant position, there shall be a minimum of the anticipated number needed plus one (1). For example, two (2) anticipated lieutenants would require three (3) candidates.

29.2.2.4 If there are not enough eligible unit members to meet the required number of candidates as defined in paragraph 29.2.2.3, the Town and Union will meet and formulate a mutually agreeable plan to move the promotional process forward.

29.2.2.5 The promotional process will consist of four (4) parts: a written test, an assessment center, experience and education, and an oral interview. The total score will be calculated as a number derived from the test score (50 potential points), education and experience (50 potential points), the assessment center (100 potential points), and the oral interview (100 potential points). A minimum combined score of 210 (70%) must be attained to be eligible for promotion.

29.2.3 Written Exam

29.2.3.1 Written exams required under this Article shall be impartial. They will be based on the current text used for Fire Officer 1 and Fire Instructor 1 certifications as well as department policies, procedures, and guidelines.

29.2.3.2 Written exams shall not be scheduled any sooner than two (2) months after the closing of posting and no later than ninety (90) calendar days after the posting closes. The written exam date and location shall be posted no fewer than thirty (30) calendar days in advance

29.2.3.3 Written exams will be created and scored by an outside agency/company that provides this service,

29.2.4 Assessment Center

29.2.4.1 The Fire Chief, Deputy Chief and HR Director will create the assessment center process internally. The Assessment center process shall not be scheduled any sooner than two (2) months after the closing of the posting, and no later than one hundred and twenty (120) calendar days after the posting closes

29.2.4.2 Officers equal to or greater than the rank of Captain from area departments not immediately bordering the Town of East Longmeadow, will conduct and score the assessment center process

29.2.4.3 The following will be included in the assessment center process:

- A company-level drill
- A tactical firefighting scenario
- A customer complaint resolution
- A supervisor/employee conflict resolution

29.2.5 Oral interview

29.2.5.1 The oral interview shall be conducted by a panel consisting of the Chief, Deputy Chief, two (2) Captains from a Western Mass Fire Department (not bordering the Town), and the Town Manager or their designee.

29.2.6 Experience and Education

29.2.6.1 Scoring of education and experience shall be based on the following:

- Two (2) points each for Fire Officer I, Fire Instructor I, Incident Safety Officer, Fire Officer II, Fire Instructor II
- One point (1 point) for every full year of fire service experience, including time on a combination department. Maximum points: Fifteen (15)

- One half of a point (0.5 points) for every eight (8) hours of Massachusetts Fire Academy programs that are on the Professional Development List and for which they have achieved Pro-Board Certification.. Maximum points: four (4) (Recruit Training is not applicable nor are Fire Officer I and II, Fire Instructor I and II, Incident Safety Officer, or HazMat OLR)
- College credit towards applicable degree: One half of a point (0.50 points) each for every three (3) credits earned, not to exceed maximum points for the degree. The points should be cumulative up to the total amount of the next earned degree.
 - Ten (10) points for a Fire or Management-related Associate Degree or
 - Twenty (20) points for a Fire or Management-related Bachelor's Degree or
 - Twenty-five (25) points for a Fire or Management-related Master's Degree

29.2.6.2 Fifty (50) points max for this category.

29.2.7 Selection

29.2.7.1 The Fire Chief and the Deputy Chief will compile the scoring.

Promotional candidates must achieve an overall score of seventy percent (70%) or higher to be promoted to the rank of Lieutenant. All candidates will be ranked in order from highest to lowest score. This list will be used for the current open position and valid for two (2) years from the list posting date and will be posted in a conspicuous location in the department. Only the ranking order shall be publicly posted. Individual score breakdowns and scoring rubrics for the oral interview and assessment center shall be made available to each candidate.

Anonymized versions of these scoring materials shall be made available to a Union designee upon request

ARTICLE 30 CAREER INCENTIVE

30.1 Department personnel are encouraged to enroll in fire science study programs and other special courses pertaining to the fire service under the following conditions:

30.1.1 All courses to be approved by the Chief and Town Manager.

30.1.2 Such courses to be taken on the employee's off duty time.

30.1.3 Unit members who enroll and after June 30, 2009 satisfactorily complete certain courses where college-type semester hours or credits accrue will be paid a one-time sum of Fifty Dollars (\$50.00) for each three (3) credits or semester hours endorsed on the record books, or upon the unit members' proof of satisfactory completion of the course, with a minimum grade of a "B" or better, by submitting an authoritative document or affidavit from the school so certifying.

30.1.4 Upon receiving a degree, members will receive the Town Educational Incentive to the following percentages of base pay:

FY26

Associates Degree:	5%
Bachelor's Degree:	8%
Master's Degree:	12.5%

FY27 and forward

Associates Degree:	5%
Bachelor's Degree:	10%
Master's Degree:	15%

30.1.4.3 This payment will be calculated from the member's actual base earned from the prior fiscal year and be made annually during the first pay period of December each year.

30.1.5 Degrees must be in fire service, management, emergency management, emergency medical services, organizational leadership or public administration.

30.1.6 Reimbursement for tuition up to two Hundred Dollars (\$200.00) per course will be made to each unit member pursuing such studies after satisfactory completion of the course(s), not to exceed four (4) courses per fiscal year.

30.1.7 In the event of the appointment to the Department of a member who has earned the aforesaid credits or semester hours, he shall receive the additional pay annually that such credits or hours warrant under the above formula, except that his eligibility therefore will not arise until he has completed the probationary period as outlined in Article 4.

30.1.8 Any unit member who goes above and beyond and becomes Massachusetts Fire Training Council certified in any of the following levels shall receive a percentage increase in pay per level:

Fire Officer 2:	.15%
Fire Instructor 2:	.15%
Fire and Life Safety Educator 1 & 2:	.15%
Fire Prevention Officer 1:	.15%
Fire Prevention Officer 2:	.3%
Incident Safety Officer:	.15%
Hazmat Technician:	.15%

ARTICLE 31 CONTINUING EDUCATION REIMBURSEMENT

31.1 The Town will reimburse members the full costs associated with the ACLS recertification. All other required recertification including, PALS, PHTLS, Emergency Medical Technician (EMT) and the Paramedic license renewal shall be partially reimbursed up to \$300.00 biannually on the member recertification year.

31.2 The Town will reimburse members for M & M training as required by the department's Medical Director. Paramedics shall be for paid 6 hours and EMTs shall be for 2 hours a rate of time and one – half (1.5) at the time of training.

31.3 In addition to the EMS/ALS Coordinators, the department will maintain two (2) EMS Instructors certified in the following courses; BLS CPR, ACLS, PALS, PHTLS.

31.4 Recertification for BLS CPR, ACLS, PALS, and PHTLS will be completed off-shift and will be paid at the rate of time and one-half (1.5). Instructors for certifications and recertification will be paid at time and one-half (1.5).

31.5 Members will be covered by the department in cases of injuries or any accidents to, from, and during their classes, training, and clinical time whether the member is being paid or not.

ARTICLE 32 PARAMEDIC COURSE REIMBURSEMENT

32.1 Two unit members will be allowed to attend a training program per program training cycle. The two members must be on opposite groups to assist with scheduling of classes while the member is on duty. Unit members will be chosen for attendance in training program by seniority.

32.2 All unit members will be allowed to attend classes, clinical time, and ambulance ride time while scheduled on duty without loss of pay. The unit member must notify their shift officer at least thirty (30) days in advance of the class schedule. The unit member will be allowed ample travel time to and from the class location. Unit members who previously used personal or vacation time to attend paramedic training prior to the implementation of this agreement will not be eligible for reimbursement of that time.

32.3 Upon completion of the program, passing the certification exam and becoming licensed to operate as a Massachusetts OEMS or NREMT Paramedic, said unit member will receive a one-time stipend of five-thousand dollars (\$5,000).

32.4 Unit members hired prior to January 1, 2018 who receive this one-time stipend must remain a Paramedic and remain employed by the East Longmeadow Fire Department for a minimum of five years. If they let their license lapse prior or leaves employment prior to five years they are required to reimburse the Town the \$5,000.

32.5 Unit members hired after January 1, 2018 who receive this one-time stipend must remain a Paramedic and remain employed by the East Longmeadow Fire Department for a minimum of five years. If the member leaves employment prior to five years they are required to reimburse the Town the \$5,000.

32.6 Members will be covered by the department in cases of injuries or any accidents to, from, and during their classes, training, and clinical time whether the member is being paid or not.

ARTICLE 33 UNION SPECIALTY ASSIGNMENTS/POSITIONS

With the exception of the Fire Prevention Officer position and unless otherwise stated, all of the Union-assigned positions covered under article 33 shall not be considered permanent assignments. The Union shall determine any applicable term limits and rotation structures in consultation with the Employer. The selection process itself shall be administered by the Employer, with the understanding that the Union shall be afforded meaningful input to ensure fairness and transparency. Until a process is established, all qualified members shall be afforded equal opportunity to express interest in these roles. The Town and the Union agree that the filling of any positions will be done collaboratively between the two parties.

All positions covered under Article 33 will only be filled with a member covered by this collective bargaining agreement.

33.1 MECHANIC

33.1.1 The Fire Chief will designate a member of the Department as Mechanic. Such person, to the extent of their satisfactory performance, shall be entitled to a 1.1% increase of the base salary.

33.2 TRAINING OFFICER

33.2.1 The Fire Chief will designate a member of the Department as a Training Officer (TO). Such person, to the extent of their satisfactory performance, shall be entitled to an 8% increase of the base salary. The Training Officer will be allotted up to two (2) hours of overtime per two (2) week pay period to complete relevant TO job duties as designated in the job description.

33.3 FIRE PREVENTION OFFICER

33.3.1 The Fire Chief will designate a member of the Department as a Fire Prevention Officer (FPO).

33.3.2 The FPO shall work a Monday through Thursday, 0700 to 1730 each day. This schedule may be altered to permit the FPO to attend training or FPO association meetings on Fridays. The hours will equal 42 hours worked, and paid as 43 hours as outlined in Article 27 Rates of Pay.

33.3.3 The FPO's pay rate will be equivalent to a Captain's pay rate at the EMS level the FPO is certified to. While the FPO is paid at the Captain's rate he/she is not a Captain and will hold their seniority level in the rank structure.

33.3.4 The FPO is eligible to accept overtime shifts including 12 – hour overtime shifts on their scheduled time off. If the overtime shift occurs on a Sunday – Wednesday evenings from 2000 till 0800 the next day, the FPO will be compensated at the overtime rate outlined in Article 27 Rates of Pay for 11 - hours. He/she will remain as the overtime coverage until 0800 and then go onto their regularly scheduled shift for the remaining 9-½ hours.

33.3.5 The FPO shall become a member of the Western Mass Fire Prevention Association and attend the Association's monthly meeting. The Fire Department will reimburse the FPO for cost of membership and meetings.

33.3.6 The FPO and the Fire Chief will develop a continuous education plan to maintain knowledge, skill, and professionalism of the position. This at minimum will include Fire Prevention Officer Credential Basic, Fire Prevention Officer Credential Level 1, and Fire Prevention Officer Credential Level 2.

33.3.7 The FPO will include, when convenient, the department's groups in quarterly inspections, site visits and walk-throughs of new or alter facilities. The group will log their time as training.

33.4 EMS COORDINATOR

33.4.1 The ambulance service shall have a Clinical Coordinator who must be at minimum a licensed EMT. This person shall serve as the primary liaison to the AHMD and designee(s).

33.4.2 The EMS Coordinator will receive an 8% increase in pay from base pay. The EMS coordinator will also be allowed up to six (6) additional hours in a two week pay period for administrative duties to include, but not limited to; Quality Assurance, Continuous Quality Improvement, identifying areas in need of improvement, training or system adjustment, re-tracking to measure improvement, Continuous Education training for department members, billing issue resolution, certification of ambulance and apparatus, submittal of electronic health records (EHR) / electronic patient care reports (EPCR), maintenance and review of all required records, and any other functions deems necessary by the Medical Director and Chief of Department.

33.4.3 If additional time is required based on call volume and requirements from the Medical Director or their EMS Coordinators, the Chief may allow additional hours for administrative duties.

33.5 ALS COORDINATOR

33.5.1 The department will appoint one (1) member as the Advance Life Support (ALS) Coordinator. The ALS Coordinator must be certified by the Commonwealth of Massachusetts Office of Emergency Medical Service at the Paramedic level.

33.5.2 The ALS Coordinator's administrative duties include, but are not limited to; coordinate and develop BLS and ALS training plan for department members; develop a comprehensive training plan for the fire department, in accordance with applicable standards, policies, Standard Operating Guidelines, Protocols and rules and regulations; maintain protocol updates and communicate the same; maintain training and certification records; coordinate NREMT recertification for department members; maintain FDA

licenses; act as a liaison with Medical Control; participate in regional meetings and Continuous Quality Improvement (CQI); coordinate medication procurement; obtain and maintain training certification, ACLS, CPR Defib, assist in EMS budget preparation and management; and any other functions deemed necessary by the Medical Director and Chief of the Department.

33.5.3 The ALS Coordinator will receive an 8% increase in pay from base pay. The EMS coordinator will perform the duties as required during their shift as well as being allowed up to six (6) additional hours in a two-week pay period.

33.5.4 If additional time is required based on call volume and requirements from the Medical Director or their EMS Coordinators, the Chief may allow additional hours for administrative duties.

33.6 CONTINUOUS QUALITY IMPROVEMENT (CQI) SPECIALISTS

33.6.1 The department will appoint two (2) members as CQI Specialists.

33.6.2 The CQI Specialists will receive a 4% increase in pay from base pay. The CQI specialists will perform the duties as required during their shift as well as being allowed up to four (4) additional hours in a two-week pay period.

33.6.3 This position occupancy will rotate every two (2) years.

ARTICLE 34 LONGEVITY

34.1 Unit members based on the following anniversary date length of service shall be entitled to the following annual longevity benefit:

After ten (10) years:	1,000.00
After fifteen (15) years:	1,250.00
After twenty (20) years:	1,500.00
After twenty-five (25) years:	1,750.00
After thirty (30) years:	2,000.00
After thirty-five (35) years:	2,250.00

34.2 Such benefit will be paid on the first payroll following the employee’s anniversary date.

ARTICLE 35 CLOTHING ALLOWANCE

35.1 Each member with the exception of new recruit firefighters shall receive an allowance of Seven Hundred Dollars (\$700.00) for acquisition of uniforms.

35.2 Such uniform allowance will be paid not later than the last pay day of July. Such amount is not to be included in the computation of the person’s hourly or salaried compensation, nor is it to be includable for retirement, overtime, call back or such other forms of compensation that flow from his base rate of pay.

35.3 New recruit firefighters will receive the following uniform items in place of the annual allowance of Seven Hundred (\$700.00) for first year of employment.

- (3) Short sleeve button-down shirts (3) Long Pants
- (5) Department T-shirts (1) Department sweatshirts
- (1) Uniform belt (1) Boots, black leather (up to \$100)
- (1) Badge (upon graduation)

35.3.1 After the completion of the new recruits first year he/she will receive the annual allowance as described in Section 1 of this Article.

ARTICLE 36 PERSONAL PURCHASED PPE

36.1 Unit members shall be allowed to purchase at their own expense and use the following types of personal protective equipment (PPE):

- Gloves, NFPA 1971
- Boots, NFPA 1971 and NFPA 1992
- Helmet, NFPA 1971
- Extrication Gloves, no NFPA standard available at this time

36.2 The PPE must meet or exceed the current NFPA standard listed and department safety requirements. The Chief of Department must approve the selected PPE prior to it being placed in service.

36.3 Extrication gloves are to be used by the member when performing extrication work, either training or incident. At no time shall a member wear extrication gloves while fighting a fire.

36.4 Any unit member who personally purchases PPE equipment must supply supporting documentation stating it meets above requirements along with care, maintenance and decontamination instructions.

36.5 The unit member is responsible to replace any personally purchased PPE that becomes damaged beyond repair or becomes so badly contaminated it can no longer be decontaminated.

ARTICLE 37 REPAYMENT CREDIT

If an employee retires, resigns, is terminated or otherwise ends his employment with the Department within six (6) months after payment of the uniform allowance, a pro-rata percentage of one-twelfth (1/12th) of such allowance for each month in the fiscal period remaining subsequent to his termination date will be due the Town as a repayment credit of such allowance. Such repayment credit will be deducted from any payment due the employee for wages, vacation, longevity, education incentive or such payments otherwise due.

ARTICLE 38 PERSONAL CAR ALLOWANCE

The Union and the Town agree to incorporate the Town's existing Travel Reimbursement policy.

ARTICLE 39 COURT TIME

Any member who, while in an off-duty status, is requested or required, by the Chief or by reason of subpoena issued at the request of the department on behalf of the Town or by any third party, to appear before or in any judicial or administrative proceeding, to testify as to actions or events observed by him/her in which he/she participated while on duty as an employee shall be paid for all time spent at 1.5 times the hourly rate. In no event shall the member receive less than four (4) hours of compensation at such rate. This article shall only apply to incidents that the member is responding to and directly involved.

ARTICLE 40 LIGHT DUTY

40.1 The parties agree that a Light Duty Policy is established for the purpose of facilitating a bargaining unit member's return to full duty status following a job related injury or illness which has resulted in the member's absence from work. The parties further agree that such policy is under no circumstances to be regarded as punitive in nature.

40.1.1 The Fire Chief may assign a member on IOD to light duty on a voluntary basis with the consent of the member. After the initial six (6) week period of disability, a member who has been excused from the performance of their duties because of an on the job injury, illness, or disability may be assigned to light duty by the Fire Chief.

40.1.2 The Chief and the Union shall agree upon such light duty assignments in advance. Such assignments shall include but not be limited to: General clerical work, working with the training officer, assisting the fire inspector, assisting the SAFE officer, messenger services for the chief's office.

40.1.3 A minimum of 2 Light Duty positions shall be made available at any given time.

40.1.4 Prior to performing any light duty work, the town's physician shall determine, that the member is capable of performing the assigned duty.

40.1.5 If there is a conflict between the attending physician and the town's designated physician as to the member's capabilities to perform light duty, then a third physician will be named by the parties at the town's expense to determine the member's medical status.

40.1.6 No member on light duty shall be held responsible for the failure to render emergency assistance. It is understood that the member on light duty shall not be counted in the daily staffing as required by the CBA.

40.1.7 In the event that an member's injury, illness, or disability is likely to be permanent, (based on the physician's prognosis) and an application has been filed with the Retirement Board, the member will not be required to perform light duty between the date on which the application is completed and accepted by the Local Retirement Board, and the final vote of that Board approving the retirement. If the members application for retirement has been denied by the Retirement Board, then the member may be

re-assigned to light duty; however, if a member successfully appeals such decision, the member, then will be exempt from light duty.

40.1.8 If a member is on injured on duty leave due to an illness related to heart, lung, or cancer that member shall not be subject to light duty.

40.1.9 If a member is on light duty assignment, and absent from work due to the work related injury or treatment thereof, such absence shall be classified as on the job leave.

40.1.10 If a member is on light duty assignment, and absent from work due to a non-related injury or illness, there will be no reduction in the member's sick time.

40.1.11 Any member who is given a physician's release (see para. 44.1.5) to return to full duties shall be returned immediately to full duty unless there is competent medical evidence to the contrary.

40.1.12 Any member assigned light duty will work 0800 to 1600 Monday thru Friday, excluding holidays.

40.1.13 Disputes as to the application or interpretation of the Light Duty policy and procedures shall be subject to the grievance- arbitration provision of the CBA.

40.1.14 The member shall receive no reduction in Massachusetts General Laws Chapter 41, Section 100 & Section 111F benefits as a result of returning to work in a limited capacity.

ARTICLE 41 TRAINING INDEMNIFICATION

Any firefighter who attends any classes or training in an IDLH environment for training approved by the Chief in advance, will be covered by the department in cases of injuries or any accidents to and from the academy, whether the member is being paid for the training or not.

ARTICLE 42 FIT FOR DUTY EXAM

Any members who has been out of work for any reason two months or longer must submit to fit for duty examination by a doctor or treating provided appointed by the Town. The Town, at their expense, will choose a provider who is qualified to determine whether or not the members is fit to return to duty based on the Massachusetts Human Resource Division Firefighter Medical Standards.

If there is a conflict between the employee's chosen physician/provider and the town's designated physician/provider as to the member's fit-for-duty status, then a third physician will be named by the parties at the town's expense to determine the member's status.

ARTICLE 43 DURATION, TERMINATION AND MODIFICATION

43.1 Effective Dates and Renewal

43.1.1 The Employer and the Union agree that this Agreement shall be in full force and effect between the dates of July 1, 2025 and June 30, 2028, and thereafter shall automatically renew itself for successive terms of one (1) year unless terminated under Subsection C. Notwithstanding the above, for payroll purposes only, the Employer and the Union agree that this Agreement shall be in full force and effect between the beginning of the Town's Fiscal 2026 budget year and the end of the Town's Fiscal 2028 budget year.

43.2 Termination

43.2.1 Either party on or after July 1, 2025 may terminate this Agreement by transmitting through the Registered U.S. Mails a written notice to do so by the giving of thirty (30) days' notice to the authorized signatory of the other party to the Agreement.

43.3 Contract Modification

43.3.1 During the term of the Agreement, this contract will not be modified unless the signatories hereto mutually agree to a modification in writing.

43.3.2 If either party seeks to commence negotiations for the period subsequent to July 1, 2028, such party will notify the other of their intent to do so, in writing, indicating the particular Articles to be modified and outlining the written form of the proposed modification not less than sixty (60) days prior to the date of expiration and not more than two hundred and forty (240) days before such date. Not later than thirty (30) days following receipt of such notice, the parties or their designees shall commence negotiations for the formation of an amended Agreement. Such Agreement will be for the period beginning with the next succeeding July 1st. If no amended Agreement is reached by such date, this Agreement as set forth in Paragraph A above will remain in full force and effect until the signing of an amended Agreement or until a termination has been effected in accordance with Paragraph B above.

43.3.3 The parties agree if negotiations fail resulting in arbitration the retroactivity of benefits including wages may be introduced for determination by the arbitrator.

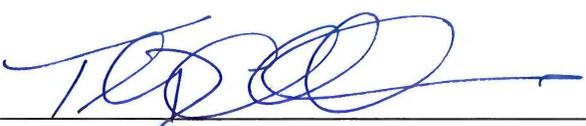
ARTICLE 44 SIGNATURE CLAUSE

In witness whereof, this agreement signed in its name and behalf by the Town Manager, its Fire Chief and the East Longmeadow Fire Fighters Local 2426, acting by and through its President and Bargaining Committee.

Dated: 8/18/25

**TOWN OF EAST LONGMEADOW
FIRE FIGHTERS**

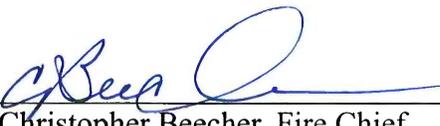
LOCAL 2426, EAST LONGMEADOW



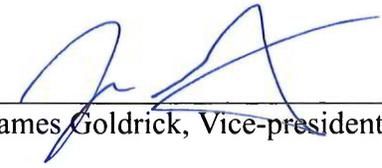
Thomas D. Christensen, Town Manager



Christopher French, President



Christopher Becher, Fire Chief



James Goldrick, Vice-president