

**AGREEMENT**

**between**

**TOWN OF EAST LONGMEADOW**

**and**

*Chief Paul Morrissette*

**EAST LONGMEADOW PERMANENT FIREFIGHTERS  
LOCAL 2426**

**Effective: July 1, 2015 – June 30, 2018**



*Board of Selectmen*  
Paul L. Federici, Chairman  
William R. Gorman  
Angela Thorpe

*Interim Town Administrator*  
Greg Neffinger  
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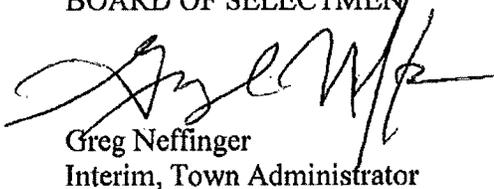
January 26, 2016

Sara Menard  
Town Accountant  
East Longmeadow, MA

Dear Sara:

Enclosed is an executed copy of the Collective-Bargaining Agreement between the Town of East Longmeadow and the East Longmeadow Permanent Firefighters, Local 2426, for the period July 1, 2015 through June 30, 2018.

Very truly yours,  
BOARD OF SELECTMEN



Greg Neffinger  
Interim, Town Administrator

GM:l  
Enc.

c: ELFF  
Town Clerk  
Labor Counsel

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**ARTICLE 1**  
**AGREEMENT**

This Agreement is made between the Town of East Longmeadow acting by and through its Board of Selectmen (hereinafter referred to as the "Town" or the "Employer") and the East Longmeadow Permanent 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**

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 permanent full-time Fire Fighters employed by the Town of East Longmeadow, excluding the Chief.

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.

The Town further agrees that during working hours and without loss of pay, two (2) Union officers shall be allowed to perform the duties of their office which include, but are not limited, to the following activities, with the exception of Item 4 to which the three (3) member Local 2426 Executive Board are entitled to attend: (1) to attend Union meetings; (2) to post Union notices; (3) to distribute Union literature; (4) to attend negotiation meetings with the Board of Selectmen if any member of the negotiation committee is on duty; (5) to transmit communications, authorized by the Local Union or its officers to the Town or its representatives; (6) to consult with the Local's consultant or lawyer; (7) Local 2426 Local meetings, including all Union members, shall be held the first and third Fridays of each month, not to exceed one (1) hour in length. The provisions of this Paragraph apply to activities at the Department premises with the exception of Item 4, which activity may be held at a site other than the Department premises and are to be carried out so as not to interfere with the normal work activity of the Department. The Chief will be requested to grant his approval for such time, and his approval will not be unreasonably withheld.

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**  
**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 4**  
**NON-DISCRIMINATION**

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 race, creed, color, age or Union membership or Union activities or lack of Union membership, or because he filed or processed any grievance under this Agreement or instituted any proceeding under any State or Federal Statute 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 5**  
**RESIDENCY REQUIREMENT**

Members of the bargaining unit employed shall live within a ten (10) mile radius from the borders of East Longmeadow. In the event such a requirement results in hardship, an employee individually may apply to the Board of Selectmen through the Chief to have this requirement waived.

**ARTICLE 6**  
**MANAGEMENT RIGHTS**

Except where such rights, powers and authority are specifically abridged or limited by the provisions of this Agreement, the Board of Selectmen, 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:

- A. To determine the selection, care and use of equipment and property of the Town.
- B. To establish, alter and supervise departmental policies.
- C. To establish or discontinue departmental procedures.

- D. To select, appoint, promote and otherwise evaluate Department personnel.
- E. To prescribe and establish reasonable rules and regulations for the maintenance of good order and efficient operation of the Department.
- F. To determine the incidental duties of the Department members.

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 7**  
**DRUG/ALCOHOL FREE WORKPLACE**

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.
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.
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.
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 8**  
**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 Board of Selectmen shall continue to remain in effect.

**ARTICLE 9**  
**SENIORITY RIGHTS IN JOB ASSIGNMENT**

**Section 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.

**Section 2:**

All outside paid Fire details (this includes all non-municipal functions) that require a Firefighter to insure public safety shall be offered by the Chief of the Department to all Permanent Fire Fighters, before being offered to members of the Call Department.

An outside detail is defined for the purposes herein as a tour of duty outside the regular hours of work, which detail arises on the request of a third party outside the Department and paid for by such third party.

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 Permanent Fire Fighters before being offered to members of the Call Department. This provision shall not apply to extra work assignments, such as storm coverage shifts or details scheduled by the department and paid for by the Town, which are governed by Section 3 below.

Nothing in this Section prevents the Chief from using permanent firefighters to will extra work assignments.

**Section 3:**

All work assignments (Department scheduled) shall be assigned at the discretion of the Chief.

An extra work assignment is defined for the purposes herein as a fill-in of a regularly scheduled tour of duty and/or any other detail scheduled by the department and paid for by the Town.

Section 4:

Upon appointment as a Permanent Firefighter, time served as an appointed Call Firefighter for the Town shall be credited to the employee for purposes of longevity and vacation benefits.

**ARTICLE 10**  
**GRIEVANCE PROCEDURE**

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:

Step 1:

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

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.

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

Step 2:

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 Selectmen within 5 (five) days from receipt of the decision from the Chief or the expiration of time when such decision was due, whichever is later. The Selectmen or their designated representative shall meet with the parties to the grievance within 15 (fifteen) days after receipt of the grievance and shall render a decision in writing, stating the basis for such decision within 14 (fourteen) days from the date of such meeting.

Step 3:

In the event that the grievance is not resolved at Step 2, the Union may notify the Selectmen in writing that it intends to submit the grievance to arbitration. Such notice shall be served within ten (10) 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) days of notice thereof.

Arbitration of any grievance under this Procedure shall be before an arbitrator mutually agreed upon by the Union and Selectmen 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.

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.

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.

No grievance or dispute within the jurisdiction of some other administrative body shall be arbitrable 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.

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

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 11** **DISCIPLINE AND DISCHARGE**

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.

Discipline, discharge or other official action deemed appropriate by the Chief or Board of Selectmen 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.

### 1. Letters of Warning or Reprimand

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

2. Suspension or Discharge

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).

In matters of suspension, the Board of Selectmen 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 Board of Selectmen 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.

- A. 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 Board of Selectmen to review whether such reason is just cause for such suspension or termination.
- B. The member or employee shall, within forty-eight (48) hours, if he desires such a hearing, request a hearing in writing from the Board of Selectmen. 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 Selectmen'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.

- C. A hearing by the Board of Selectmen shall be held within ten (10) days of the receipt of the written request for the same and the Selectmen shall render a decision within five (5) 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, his representative and witnesses involved in the proceeding.

3. Dismissal

The Board of Selectmen 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 12**  
**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 13**  
**SEVERABILITY**

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.

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

**ARTICLE 14**  
**UNION BUSINESS LEAVE**

Two (2) unit members elected or designated by the unit to be its representatives shall each be granted leave, with no loss of pay, for up to five (5) days annually. Cumulatively, the total number of days allowed hereunder is ten (10). Two (2) men may be absent in this leave simultaneously if there are no other absences on the days sought when the two are to be gone.

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.

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 15**  
**HOURS OF WORK**

**Section 1:**

*Effective July 1, 2015 until actual start date of the seven day a week operational schedule:*

The hours of duty of the Department members shall consist of a day shift of eight (8) hours' duration under the direction and control of the Chief.

In the event of public necessity, the Chief shall have the right to establish an evening as well as night tour. In no event will the regular hours of work exceed forty (40) hours weekly, except by mutual agreement of the parties.

The daily tour will commence at 8:00 a.m. and terminate at 4:00 p.m. 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 the 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 residents of the Town.

*Effective on the actual start date of the seven day a week operational schedule:*

The parties agree that the following schedule will be implemented, effective on or about December 27, 2015. There will be two (2) groups. The groups will be designated by "Group 1" and "Group 2".

The hours of work shall consist of a four week (28 day) work period as follows:

The hours of work shall consist of a four week (28 day) FLSA 207(k) work period as follows:

**Group 1:**

<b>Sunday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>
<b>on</b>	<b>on</b>	<b>off</b>	<b>off</b>	<b>on</b>	<b>on</b>	<b>off</b>
<b>off</b>	<b>off</b>	<b>on</b>	<b>on</b>	<b>off</b>	<b>off</b>	<b>on</b>
<b>on</b>	<b>on</b>	<b>off</b>	<b>off</b>	<b>on</b>	<b>on</b>	<b>off</b>
<b>off</b>	<b>off</b>	<b>on</b>	<b>on</b>	<b>off</b>	<b>off</b>	<b>on</b>

**Group 2:**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
off	off	on	on	off	off	on
on	on	off	off	on	on	off
off	off	on	on	off	off	on
on	on	off	off	on	on	off

Each shift will commence at 0600 and terminate at 1800, a twelve (12) hour duration under the direction and control of the Chief. 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 Sunday at 0000 hours on Sunday and end on Saturday at 2359 hours.

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.

Section 2:

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 16**  
**PERMITTED ABSENCES**

1. Bereavement Leave

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:

- A. If death in the family of an employee is that of a grandparent, mother-in-law or father-in-law, the employee shall receive up to three (3) days' leave, provided further that all such days of leave are the employee's regular working days and are taken within seventy-two (72) hours after death of that relative.
- B. If death in the family of the employee is that of a brother-in-law, sister-in-law, uncle or aunt, the employee shall receive up to one (1) day leave, provided further that such day of leave is the employee's regular working day and is taken to attend the funeral of such relative.

- C. In the event of the demise of an employee's spouse, child or stepchild, parent or step-parent, sister, brother step-sibling, the employee shall be allowed one (1) week off immediately after the date of death without loss of pay.

2. Jury Duty Leave

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 his regular pay. Employees are expected to report for work when not required by the Court.

3. Vacations

A unit member who reaches his or her anniversary date of employment shall, for the purposes of determining his or her 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	8 days
Five (5) years	3 Weeks
Ten (10) years	4 weeks
Fifteen (15) years	4 weeks + 1 day
Sixteen (16) years	4 weeks + 2 days
Seventeen (17) years	4 weeks + 3 days
Eighteen (18) years	5 weeks
Thirty (30) years	6 weeks

The above vacation days shall be predicated on the following:

- 1 Week = 3.5 days
- 1 Day = 12 hours

An employee who is employed at least 6 months and otherwise would not have vacation entitlement until his/her anniversary date will be eligible for 42 hours (3 ½ days) of vacation between six (6) months and his/her anniversary date.

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

4. Sick Leave

Unit members shall be credited with 109 hours (9 days) sick leave days annually on July 1st. Unused sick leave as of such date is retained and accumulated without limitation.

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

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

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

C. A physician's certificate may be required by the Department of the employee's physician for sick leave request involving a holiday, a weekend or for the duration of three (3) consecutive work days.

D. 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."

The Chief may grant use of leave for justifiable personal reasons not to be charged against accumulated sick leave credit, as follows:

1. Eight (8) hours per year for less than three (3) years of service.
2. Seventeen (17) hours per year for more than three (3) years of service.
3. Thirty Three (33) hours per year for more than five (5) years of service.

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:

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

In order to qualify for the benefits stated above, the firefighter intending to retire must give a twelve (12) month notice in writing to the Board of Selectmen which may be waived in certain circumstances. This twelve-month notice requirement will be waived for the initial twelve month after signing of this agreement.

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 Board of Selectmen has no further obligation to employ the firefighter after the date of resignation.

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

5. Family Illness/Maternity Leave

At the discretion of the Chief, unit members are allowed up to 3.5 days off per year to be used for maternity leave to assist a unit member's spouse and/or for illness involving a member of the unit member's immediate family. Such days taken shall be deducted from the accumulated total of sick days to which the unit member is entitled.

6. Compensatory Time

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 accrue and take off as comp time shall be forty two (42) hours per fiscal year. In no event shall a unit member 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.

**ARTICLE 17**  
**ANNUAL EXAMINATION**

Annually, a unit member will be entitled to a physical examination conducted by a physician selected by the Town. Such examination shall consist of a so-called "profile" complete examination, a urinalysis and an electrocardiogram, as well as a chest x-ray when the physician feels it is required or advisable. Services requested by the employee will be the financial responsibility of the unit member. The employee will have this benefit available to him on a voluntary basis unless the Department wishes to have a unit member examined. In that event, it may require an employee to be examined.

**ARTICLE 18**  
**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 19**  
**INSURANCE**

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.

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.

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.

**ARTICLE 20**  
**HOLIDAYS**

*Effective July 1, 2015 until actual start date of seven day a week schedule*

1. The following days will be recognized as paid non-work days for employees covered by this Agreement who are scheduled to work on the day the holiday is observed:

New Year's Day	Labor Day
Martin Luther King Day	Presidents' Day
Columbus Day	Patriots' Day
Veterans' Day	Memorial Day
Thanksgiving	Independence Day
Christmas	Floating Holiday (to be scheduled with the approval of the Chief)

*Effective on the actual start date of the seven day a week schedule*

2. 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	

Employees covered by this Agreement shall receive holiday benefits of eleven (11) 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 his/her 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.

3. Employees covered by this agreement shall be entitled to 12 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 21**  
**CLOTHING ALLOWANCE**

Beginning with the fiscal period July 1, 2009, members of the unit shall receive an allowance of Seven Hundred Dollars (\$700.00) annually for the acquisition of:

- |                                |                       |
|--------------------------------|-----------------------|
| 1. Pants                       | 6. Fall/Winter Coat   |
| 2. Long or Short Sleeve Shirts | 7. Sweatshirt         |
| 3. Belt                        | 8. Coveralls          |
| 4. Shoes                       | 9. Uniform tee-shirts |
| 5. Badge                       |                       |

or any other item approved by the Chief of the Department for use with approved Department uniforms.

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.

**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 (1/12<sup>th</sup>) 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 22**  
**LONGEVITY**

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

Unit members Cote and McCandlish will continue to be eligible for their \$210 five-year longevity benefit until eligible for the ten-year benefit.

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

**ARTICLE 23**  
**PERSONAL CAR ALLOWANCE**

A unit member who is required by the Chief or his designee to use her personal motor vehicle in the performance of his duties on a recurring basis will be entitled to reimbursement at the standard rate being paid by the Town for such mileage that is spent in the service of the Town. The Chief will cause a voucher to be prepared for the recordation of such mileage which will be completed and tendered to the Chief. Such voucher will be prepared and administered to the satisfaction and under the control of the Chief of the Department as well as the Town Treasurer. Such mileage allowance will include complete compensation for the use of any personally owned motor vehicle and such payment hereunder shall not be construed as a bar to the Town providing the use of a Town vehicle for such purposes if it so elects. Payment of the standard rate for mileage is operative on and after July 1, 1981 and shall be based on the Town Travel Expense Regulations.

Expenses incurred or which may be incurred while traveling in service to the Town shall be paid back to the employee(s) as set forth by the Town Travel Expense Regulations and as approved by the Chief.

**ARTICLE 24**  
**CAREER INCENTIVE**

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

1. All courses to be approved by the Chief and Board of Selectmen.
2. Such courses to be taken on the employee's off duty time.
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.

Upon receiving an Associate's Degree, the unit member shall receive Two Thousand Five Hundred Dollars (\$2,500.00) annually. Upon receiving a Bachelor's Degree, the unit member shall receive Five Thousand Dollars (\$5,000.00) annually. Degrees must be in Fire Science or Management.

4. Reimbursement for tuition up to One Hundred Dollars (\$100.00) 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.
5. 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 standard nine (9) month probationary period on the Department.
6. Any unit member who goes above and beyond and becomes Massachusetts Fire Training Council certified in any of the following levels shall receive an additional One Hundred Dollars (\$100.00) per level each year to be paid the first pay period in December. The certification levels are Fire Officer 2, Fire Instructor 2, Fire Inspector 2 and an additional Fifty Dollars (\$50.00) per level each year to be paid the first pay period in December for Safety Officer 1 and Hazmat Technician.

**ARTICLE 25**  
**MECHANIC'S SKILL**

Annually, the Board of Selectmen may designate a permanent member of the Department as a Mechanic in the form of a letter to the Chief, with a copy to the designee. Such person, to the extent of his satisfactory performance, shall be entitled in the second pay period of December in the year of his designation, to payment of Six Hundred and Seventy-five Dollars (\$675.00). 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.

**ARTICLE 26**  
**TRAINING OFFICER'S SKILL**

Annually, the Board of Selectmen may designate a permanent member of the Department as the Training Officer in the form of a letter to the Chief, with a copy to the designee. Such person, to the extent of his satisfactory performance, shall be entitled in the second pay period of December in the year of his designation, to payment of Six Hundred and Seventy-five Dollars (\$675.00). 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 rate or such other forms of compensation that flow from his base rate of pay.

**ARTICLE 27**  
**FIRE INSPECTOR'S SKILL**

Annually, the Board of Selectmen may designate a permanent member of the Department as the Fire Inspector in the form of a letter to the Chief, with a copy to the designee. Such a person, to the extent of his satisfactory performance, shall be entitled in the second pay period of December in the year of his designation, to payment of:

One Thousand Four Hundred Dollars (\$1,400.00)

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 rate or such other forms of compensation that flow from his base rate of pay.

**ARTICLE 28**  
**RATES OF PAY**

**Section 1:**

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

- July 1, 2015: 1% COLA retroactive to July 1, 2015. The new pay scale, which includes this COLA as of date of start of extended coverage, including new proposed call back rates, is indicated on Exhibit A.
- July 1, 2016: 2% COLA
- July 1, 2017: 1% COLA

Effective July 1, 2011, the parties agreed to a bi-weekly pay schedule and to mandatory direct deposit of pay.

**Section 2:**

A. **Call Back Rate**

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:

Unit members responding to emergency calls outside the regular hours of work on the Call Department roster 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.

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.

Unit members who respond to any calls on any of the holidays listed in Article 20 shall receive an additional payment of Thirty-five Dollars (\$35.00) for each such holiday on which they actually respond. This payment shall only apply to the first call on a holiday that a unit member responds to. If a unit member responds to additional calls on a holiday after already having been credited for the Thirty-five Dollar (\$35.00) payment that day, the unit member shall be paid at the appropriate rate as enumerated in the first Paragraph of this Article.

B. **Training Rate**

Unit members required to be in attendance for training exercises in conjunction with the Call Department personnel 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.

Section 3. Rank Structure:

Upon retirement or other reasons for separation from the East Longmeadow Fire Department of the Shift Captain, the Chief shall appoint a permanent Shift Captain. A Union member will be appointed by the Chief for the position of permanent Shift Captain based on the following criteria: five (5) years or more of service, firefighting experience, education, professional development skills and overall performance record.

The Chief shall appoint an acting Shift Captain. A Union member will be appointed by the Chief for the position of acting Shift Captain based on the following criteria: five (5) years or more of service, firefighting experience, education, professional development skills and overall performance record.

*Effective on the actual start date of the seven day a week schedule*

Group 1 shall have a Deputy Fire Chief appointed by the Fire Chief. The Deputy Fire Chief shall be responsible for all shift operations including duty listed on existing job description for Deputy Fire Chief. The Deputy Fire Chief must have the following: ten (10) years or more of service and experience as a East Longmeadow permanent firefighter, education, professional development skills and an overall good performance record. Within five (5) years the Deputy Fire Chief will become certified as Fire Officer II and Fire Instructor II.

Group 2 shall have a Captain appointed by the Fire Chief. The Captain shall be responsible for all Group 2 shift operations as directed by the Fire Chief. The Captain must have the following: ten (10) years or more of service and experience as a East Longmeadow permanent firefighter, education, professional development skills and an overall good performance record. Within five (5) years the Captain will become certified as Fire Officer II and Fire Instructor II.

When the Deputy Fire Chief or Captain is off for any permitted absence and is replaced with the other, the replacing senior officer shall be responsible for shift operations.

If the officer responsible for shift operations is off duty for any permitted absence, the Fire Chief shall appoint an acting Shift Officer to fill in for that tour of duty or until the return of the Shift Captain. The acting Shift Officer shall receive a Two Dollar (\$2.00) per hour increase while "acting."

Section 4:

It is understood the unit members are or will be promoted to officer level on the East Longmeadow Call Fire Department (ELCFD). For this added responsibility level a unit member who is an officer of the ELCFD shall receive the following stipend in the first pay period of December.

	70 % of All Call Responses	80 % of All Call Responses
Deputy Chief	\$400.00	\$500.00
Captain	\$300.00	\$400.00
Lieutenant	\$200.00	\$300.00

**Section 5:**

If a Unit Member holds EMT certification for the current calendar year, he/she will receive and EMT stipend of \$100.00 paid in December of that year.

**ARTICLE 29  
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:

1. Union meetings
2. Union elections
3. Rules or policies of the International Union or State Associations
4. Reports of Union Committees
5. Recreational and social affairs
6. Union business

**ARTICLE 30  
INTERCHANGE OF SHIFTS**

Subject to the notice and approval of the Chief or the Chief's designee in the Chief's absence, firefighters may change shift assignments with other firefighters who are not scheduled to work the same shift assignment. Superior officers may also change shift assignments with other superior officers under the same requirements and conditions as firefighters. Approval of such "swaps" shall be in the discretion of the Chief or his designee. A "swap" will not entitle either participant in the swap to additional compensation, whether overtime, call back or otherwise.

**ARTICLE 31  
TAX TREATMENT OF CERTAIN PAYMENTS**

The parties agree that payments under this Agreement considered "supplemental wages" under the IRS rules shall be subject to either Option A or Option B as provided by IRS Circular E, as amended.

**ARTICLE 32**  
**DURATION, TERMINATION AND MODIFICATION**

A. Effective Dates and Renewal

The Employer and the Union agree that this Agreement shall be in full force and effect between the dates of July 1, 2015 and Midnight of June 30, 2018, 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 2016 budget year and the end of the Town's Fiscal 2018 budget year.

B. Termination

Either party on or after July 1, 2018 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.

C. Contract Modification

During the term of the Agreement, this contract will not be modified unless the signatories hereto mutually agree to a modification in writing. There are two agreed Side Letters between the parties that shall remain effective, one on "lift assists" dated January 27, 2000 and another set forth in the Memorandum of Agreement December 10, 2002 dealing with defibrillators.

If either party seeks to commence negotiations for the period subsequent to July 1, 2018, 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 1<sup>st</sup>. 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.

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

**ARTICLE 33**  
**SIGNATURE CLAUSE**

In witness whereof, the Town of East Longmeadow has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by the Board of Selectmen and its Fire Chief and the East Longmeadow Permanent Fire Fighters Local 2426, acting by and through its President and Bargaining Committee, has caused these presents to be signed in its name and behalf.

Dated January 26, 2016:

**LOCAL 2426, EAST LONGMEADOW  
TOWN OF EAST LONGMEADOW**

**PERMANENT FIRE FIGHTERS**



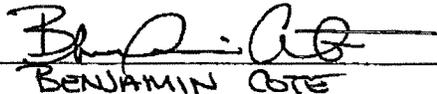
Paul Federici, Chairman



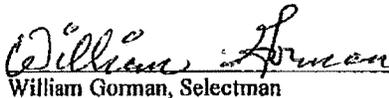
William Houle



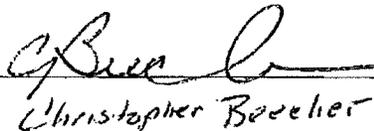
Angela Thorpe, Selectman



BENJAMIN COTE



William Gorman, Selectman



Christopher Beecher

EFF. DATE	GROUP/BU	GRADE/RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS DAY	HRS/PERIOD	DAYS/PERIOD	HRS/YEAR	DAYS/YEAR	USE PCT	
07/01/2017	TFIR FIRE DEPAR CAPT	CAPT	CAPTAIN	H HOURLY	B BIWEEKLY	02	26.0000	12.00	86.00	7.00	2184.00	182.00	N
Change was made by 1.0000%													
No Dollar amount used.													
	STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD RATE	PERIOD SALARY	ANNUAL SALARY						
	00	0.0000	29.6361	364.1000		2,548.70	66,266.20						
07/01/2017	TFIR FIRE DEPAR DPTY	DPTY	DEPUTY	H HOURLY	B BIWEEKLY	02	26.0000	12.00	86.00	7.00	2184.00	182.00	N
Change was made by 1.0000%													
No Dollar amount used.													
	STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD RATE	PERIOD SALARY	ANNUAL SALARY						
	00	0.0000	32.8945	404.1329		2,828.93	73,552.18						
07/01/2017	TFIR FIRE DEPAR NFF	NFF	NEW FIREFIGHTER	H HOURLY	B BIWEEKLY	02	26.0000	12.00	86.00	7.00	2184.00	182.00	N
Change was made by 1.0000%													
No Dollar amount used.													
	STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD RATE	PERIOD SALARY	ANNUAL SALARY						
	00	0.0000	23.0997	283.7957		1,986.57	51,650.82						
	01	0.0000	23.5538	289.3757		2,025.63	52,666.38						
	02	0.0000	24.0056	294.9257		2,064.48	53,676.48						
	03	0.0000	24.4593	300.5000		2,103.50	54,691.00						
07/01/2017	TFIR FIRE DEPAR SFF	SFF	SENIOR FIREFIGHTER	H HOURLY	B BIWEEKLY	02	26.0000	12.00	86.00	7.00	2184.00	182.00	N
Change was made by 1.0000%													
No Dollar amount used.													
	STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD RATE	PERIOD SALARY	ANNUAL SALARY						
	00	0.0000	26.1863	321.7171		2,252.02	58,552.52						
	01	0.0000	26.6894	327.8986		2,295.29	59,677.54						



**Exhibit A**

**FY2016**

	1st 6-months	2nd 6-months	3rd 6-months	4th 6-months	Senior Firefighter	Second Step Senior Firefighter, 5-years	Captain	Deputy
7/1/15								
Start of shift	\$ 896.90	\$ 914.53	\$ 932.08	\$ 949.69	\$ 1,007.43	\$	\$	\$ 1,246.33
Hourly Rate	\$ 964.17	\$ 983.12	\$ 1,001.98	\$ 1,020.92	\$ 1,093.00	\$ 1,114.00	\$ 1,237.00	\$ 1,373.00
Time & half	\$ 22.42	\$ 22.86	\$ 23.30	\$ 23.74	\$ 25.42	\$ 25.91	\$ 28.77	\$ 31.93
Dbl Time	\$ 33.63	\$ 34.29	\$ 34.95	\$ 35.61	\$ 38.13	\$ 38.86	\$ 43.15	\$ 47.90
	\$ 44.85	\$ 45.73	\$ 46.60	\$ 47.48	\$ 50.84	\$ 51.81	\$ 57.53	\$ 63.86

**FY2017**

7/1/16

Start of shift	\$ 983.45	\$ 1,002.78	\$ 1,022.02	\$ 1,041.34	\$ 1,114.86	\$ 1,136.28	\$ 1,261.74	\$ 1,400.46
Hourly Rate	\$ 22.87	\$ 23.32	\$ 23.77	\$ 24.22	\$ 25.93	\$ 26.43	\$ 29.34	\$ 32.57
Time & half	\$ 34.31	\$ 34.98	\$ 35.65	\$ 36.33	\$ 38.89	\$ 39.64	\$ 44.01	\$ 48.85
Dbl Time	\$ 45.74	\$ 46.64	\$ 47.54	\$ 48.43	\$ 51.85	\$ 52.85	\$ 58.69	\$ 65.14

**FY2018**

7/1/17

Start of shift	\$ 993.29	\$ 1,012.81	\$ 1,032.24	\$ 1,051.75	\$ 1,126.01	\$ 1,147.64	\$ 1,274.36	\$ 1,414.46
Hourly Rate	\$ 23.10	\$ 23.55	\$ 24.01	\$ 24.46	\$ 26.19	\$ 26.69	\$ 29.64	\$ 32.89
Time & half	\$ 34.65	\$ 35.33	\$ 36.01	\$ 36.69	\$ 39.28	\$ 40.03	\$ 44.45	\$ 49.34
Dbl Time	\$ 46.20	\$ 47.11	\$ 48.01	\$ 48.92	\$ 52.37	\$ 53.38	\$ 59.27	\$ 65.79

