

**City of Fall River Massachusetts**  
**Office of the City Clerk**

2021 APR 20 12:34 PM

**ORIGINAL POSTING: APRIL 15, 2021 AT 4:21 P.M.**

**ALISON M. BOUCHARD**  
CITY CLERK

**MEETINGS SCHEDULED**  
**TUESDAY, APRIL 20, 2021**  
**CITY COUNCIL CHAMBER, ONE GOVERNMENT CENTER**

**INÊS LEITE**  
ASSISTANT CITY CLERK

**REVISED AGENDA**

**5:15 P.M. CITY COUNCIL COMMITTEE ON ORDINANCES AND LEGISLATION MEETING**  
**5:55 P.M. CITY COUNCIL PUBLIC HEARINGS (OR IMMEDIATELY FOLLOWING THE CITY**  
**COUNCIL COMMITTEE ON ORDINANCES AND LEGISLATION MEETING IF IT RUNS**  
**PAST 5:55 P.M.)**

**Billiards**

1. CAPMRPM, LLC d/b/a Rack 'Em Up Billiards, 7 Cove Street, Swansea, MA for permission to maintain a pocket billiard room with nineteen (19) tables located at 129 Griffin Street on Lot G-27-0004, Assessors Plan.

**Curb Removals**

2. David Pereira, 430 Alden Street, for the removal of curbing as follows:

	Existing opening	Curbing to be removed	Curbing to be added	Proposed Opening after alteration
430 Alden Street	16'	8'	0'	24'

The petitioner is requesting the removal of 8 feet of curbing to widen the driveway opening to 24 feet to eliminate on-street parking and create easier access for tenants.

3. Manuel Cabral, 29 Mott Street, for the removal of curbing as follows:

	Existing opening	Curbing to be removed	Curbing to be added	Proposed Opening after alteration
29 Mott Street	19'	3' 6"	0'	22' 6"

The petitioner is requesting the removal of 3 feet 6 inches of curbing south of the existing 19 foot driveway opening. This request is to allow for improved access to on-site parking for a vehicle with a boat trailer.

4. Alan Macomber, The Creative Class Apartments, 64 Durfee Street, for the removal of curbing as follows:

	Total Existing curb opening	Curbing to be removed	Curbing to be replaced	Proposed opening after alteration
64 Durfee Street	75'	1'	0'	76'
	191'	0'	127'	64'
	65'	0'	43'	22'
Total	331'	1'	170'	162'

The curb removal will reduce driveway openings a total of 170 feet and remove 1 foot of curb located on three parcels associated with the reconfiguration of parking for The Creative Class

**ADA Coordinator: Gary P. Howayeck, Esq. 508-324-2650**

One Government Center • Fall River, MA 02722

TEL 508-324-2220 • FAX 508-324-2211 • EMAIL [city\\_clerks@fallriverma.org](mailto:city_clerks@fallriverma.org)

Apartments. This request would allow for improved access to the property. The proposed curb removals will be substantially less than the existing condition.

**6:00 P.M. CITY COUNCIL COMMITTEE ON FINANCE MEETING (OR IMMEDIATELY FOLLOWING THE CITY COUNCIL PUBLIC HEARINGS IF THEY RUN PAST 6:00 P.M.)**

1. Citizen Input  
**Due to the COVID-19 Essential Services Advisory, citizen input can be submitted by email to [city\\_council@fallriverma.org](mailto:city_council@fallriverma.org) by Tuesday, April 20, 2021 at 3:00 p.m. to be read at the meeting.**
2. \*KP Law, P.C. – Legal Opinion re: Memorandum of Agreement between Local 1314 Firefighters and City of Fall River
3. \*Loan order in the amount of \$4,875,000 for Phase 21 Water System Improvements Project (referred 4-6-21)
4. \*Loan order in the amount of \$4,911,047 for Phase II repairs to the Samuel Watson Elementary School (referred 3-9-21)
5. \*Loan order in the amount of \$1,800,000 for constructing a synthetic turf varsity baseball field at B.M.C. Durfee High School (referred 3-9-21) (*Original loan order updated to include lighting; new proposed amount total: \$2,400,000*)
6. \*Discussion of Fiscal Year 2021 Quarter 3 Budget Report (see item #3 below)
7. \*Discussion with Executive Director of CDA re: Year Two Annual Action Plan (referred 4-6-21)

**7:00 P.M. REGULAR MEETING OF THE CITY COUNCIL (OR IMMEDIATELY FOLLOWING THE COMMITTEE ON FINANCE MEETING IF IT RUNS PAST 7:00 P.M.)**

**PRIORITY MATTERS**

1. \*Mayor requesting confirmation of the reappointment of Ann Rockett-Sperling to the Board of Library Trustees
2. \*Mayor re: City Council resolution requesting plan from Administration for anticipated funding from American Rescue Plan
3. \*Fiscal Year 2021 Quarter 3 Budget Report

**PRIORITY COMMUNICATIONS**

4. \*KP Law, P.C. – Terms of Engagement for legal services
5. \*Council President request to reinstate ShotSpotter and other security cameras
6. \*Fall River Retirement Board notification of public hearing re: cost of living adjustment

**COMMITTEE REPORTS** – None  
**ORDINANCES**

- Second reading and enrollment:
7. \*Proposed Ordinance – Traffic, miscellaneous

Second reading and enrollment, as amended:

  8. \*Proposed Ordinance – Abutters Lots Program

**RESOLUTIONS**

9. \*Committee on Health and Environmental Affairs convene to discuss contamination of yard waste and recycling

**CITATIONS** – None

**ORDERS – HEARINGS**

- Billiards:
10. CAPMRPM, LLC d/b/a Rack 'Em Up Billiards, 7 Cove Street, Swansea, MA to maintain a pocket billiard room with (19) tables at 129 Griffin Street

- Curb removals:
11. David Pereira, 430 Alden Street – total of 24' at 430 Alden Street
  12. Manuel Cabral, 29 Mott Street – total of 22' 6" at 29 Mott Street
  13. Alan Macomber, The Creative Class Apartments, 64 Durfee Street – total of 162' at 64 Durfee Street

**ORDERS – MISCELLANEOUS**

14. Police Chief's Report on Licenses:  
Taxicab Drivers:  
Frederick Zawerucka

2021 Second Hand License Renewals:

TVI, Inc. d/b/a Savers Thrift Store – 109 Mariano Bishop Boulevard  
Michael W. West d/b/a A1 Antiques & Used Furniture – 1091 Plymouth Avenue

2021 Pool and Billiards Renewals:

W & L Enterprises d/b/a Rack 'Em Up Billiards – 129 Griffin Street  
Robert & John Albin d/b/a Straight Shooters – 288 Plymouth Avenue

**COMMUNICATIONS – INVITATIONS – PETITIONS**

15. \*Claims
16. \*City Engineer – Street opening less than 5 years on London Street
17. Drainlayer Licenses:
  - a. Cryan Landscape Contractors, Inc.
  - b. Biszko Contracting Corporation
  - c. Steen Realty & Development Corporation
  - d. Coastal Water Sewer & Excavation, Inc.
  - e. Khoury Excavating, Inc.
  - f. G. Lopes Construction, Inc.
  - g. K.R. Rezendes, Inc.
  - h. Bartlett Consolidated, LLC
  - i. Nathanyl Gomes Construction Corporation
  - j. Farland Corporation
  - k. Alexandre's Excavating, Inc.
  - l. Dixon, Inc.
  - m. ELJ, Inc.
  - n. DaSilva Landscaping & Construction, LLC
  - o. Century Paving & Construction Corporation
  - p. Thermo-Mechanical Systems, Inc.
  - q. Foley Excavation, LLC
  - r. Sandstone Construction, Inc.

City Council Meeting Minutes:

18. \*Committee on Finance – March 9, 2021
19. \*Regular City Council Meeting – March 9, 2021
20. \*Joint Meeting of the City Council and School Committee – March 9, 2021

**BULLETINS – NEWSLETTERS – NOTICES** – None

  
City Clerk

ADA Coordinator: Gary P. Howayeck, Esq. 508-324-2650

**ITEMS FILED AFTER THE AGENDA DEADLINE:**  
**CITY COUNCIL MEETING DATE: APRIL 20, 2021**

**PRIORITY MATTERS**

- 3a. \*Memorandum of Agreement between Local 1314 International Association of Firefighters and City of Fall River (tabled 4-6-21)

**COMMITTEE REPORTS**

Committee on Economic Development and Tourism recommending:

- Referral to the Committee on Ordinances and Legislation
- 6a. Resolution – Discuss outdoor dining/seating for restaurants
- 6b. Resolution – Public Arts Policy

**RESOLUTIONS**

- 9a. \*Committee on Finance meet with Administration to discuss trash collection and proposal for Cart Program

**OTHER POTENTIAL MATTERS (to be acted upon if recommendations are received)**

**COMMITTEE REPORTS**

Committee on Ordinances and Legislation recommendation:

- 6c. Proposed Ordinance – Salary Schedule
- 6d. Proposed Ordinance – Traffic, handicapped parking

Committee on Finance recommendations:

- 6e. Loan order – \$4,875,000 for Phase 21 Water System Improvements Project
- 6f. Loan order – \$4,911,047 for Phase II repairs to the Samuel Watson Elementary School
- 6g. Loan order – \$2,400,000 for constructing a synthetic turf varsity baseball field to include lighting at B.M.C. Durfee High School
- 6h. Resolution – CDA Year Two Annual Action Plan

**TO:** Mr. Cliff Ponte, President, Fall River City Council, and  
Members of the City Council (*By Electronic Mail Only*)

**FROM:** Lauren F. Goldberg, Esq.

**RE:** Fire Department Seniority MOA Inquiry

**DATE:** April 19, 2021

2021 APR 20 A 9 28

## Question

You have requested an opinion concerning the definition of “seniority” for various purposes, including in the context of calculating pension, civil service seniority, and for other negotiated benefits. You forwarded for my review a recent Memorandum of Agreement (“MOA”) for a successor collective bargaining agreement (“CBA”) between the City of Fall River and the International Association of Firefighters, Local 1314 (“Union”). You have asked whether it is lawful for the City and the Union to use the definition of “creditable service”, as that term is used in G.L. c. 32, for the purposes of calculating wages.

## Short Answer

In my opinion, the term “seniority” will have different meanings when calculating a pension, calculating duration of service for Civil Service, or accessing particular benefits set forth in a collective bargaining agreement. Here, in my opinion, the MOA at issue provides, in the context of wages, and consistent with G.L. c.150E, that a new hire receives “credit” for all of their prior years of service, rather than only from the date they were hired by the City. In my further opinion, however, such calculation of seniority is inapplicable to Civil Service, and a new City employee will be the least senior on their day of hire.

## Relevant Facts

**The MOA.** You have forwarded a recent MOA for a successor CBA with the Union. The MOA would add the following underlined language to the first paragraph of Article 3 of the CBA, so that the entire paragraph would read:

The salary and wage schedule of the uniformed members of the Fire Department is hereby set forth in Appendix “A” attached hereto... Effective July 1, 2021, eligibility for all compensation levels (steps and years of service) shall be determined by creditable service as defined by General Laws, c. 32 and accepted by the Fall River Retirement Board.<sup>1</sup> [emphasis added].

<sup>1</sup> Please note that in my opinion, the Fall River Retirement Board is not authorized to take any action with respect to the MOA. The reference to the Retirement Board instead indicates that the amount of credible service will be calculated using the provisions of G.L. c.32, consistent with that used by the Retirement Board.

Further, as you are aware, the salary and wage schedule in Appendix A sets forth five salary tiers labeled Step 1 through Step 5, followed by additional salary tiers based on years of service at 5, 10, 15, 20, 25, and 29. In Appendix A, the first five step-based tiers exist only in the Firefighter and District Aid job classifications, while the years of service tiers exist in both those classifications as well as the ranks of lieutenant, captain, district chief, deputy chief, and senior deputy chief. Note that it does not appear from the MOA that the parties negotiated a change in the current practice of calculation of the vacation benefit under Article 18.

Several other CBA benefits, including but not limited to the overtime rotation roster under Article 7, extra details under Article 12, vacation scheduling under Article 20, and vacant shift bidding under Article 22 relate to “seniority. Notably, the term “seniority” is not defined by the CBA, which neither adopts the statutory Civil Service seniority computation nor defines its own seniority system.

**Chief Executive Officer.** For purpose of collective bargaining, Chapter 150E, §2(e) of the General Laws provides that the “employer” is the city, “acting through its chief executive officer” or their designee. Section 3-1 of the Charter and G.L. c.4, §7, clause Fifth B, define the term “chief executive officer” as the mayor. The Charter provides further in Section 3-3 that mayor is also the appointing authority for most individuals and for members of board and committees.

**Employer for purposes of G.L. c.32.** This chapter, applicable to calculating time in service for retirement and pensions, defines the word “employer” as, any person “with the power to appoint or employ personnel as employees” of the city. General Laws. c. 32, §4(1)(a), provides further:

any member in service shall, subject to the provisions and limitations of sections one to twenty-eight inclusive, be credited with all service rendered by him as an employee in any governmental unit after becoming a member of the system pertaining thereto; provided that in no event shall he be credited with more than one year of creditable service for all such membership service rendered during any one calendar year.

The term “governmental unit” is defined in G.L. c.32, §1 as, “the commonwealth or any political subdivision thereof....”

### **Detailed Analysis**

This analysis relies upon three distinct concepts relating to the duration of a person’s employment with a municipal employer.

#### **1. Public Retirement Systems.**

General Laws c.32, §4(1)(a) provides in part, “Any member in service shall, subject to the provisions and limitations of sections one to twenty-eight inclusive, be credited with all service rendered by him as an employee in any governmental unit after becoming a member of the system pertaining thereto; provided, that in no event shall he be credited with more than one

year of creditable service for all such membership service rendered during any one calendar year.”

Thus, for purposes of retirement and pension, the plain language of the statute provides that a person’s credible service may include work performed for other public employers. Accordingly, in my opinion, an employee’s creditable service, for purposes of retirement, may follow them as they move from one municipal employer to another.

## 2. Civil Service.

Chapter 31 is excluded from collective bargaining under G.L. c.150E, §7. General Laws c.31, §33 addresses the calculation of “length of service” for purposes of civil service ranking, provides in relevant part:

For the purposes of this chapter [G.L. c.31], seniority of a civil service employee shall mean his ranking based on length of service, computed as provided in this section. Length of service shall be computed from the first date of full-time employment as a permanent employee, including the required probationary period, in the department unit, regardless of title....

This language specifically identifies the computation of seniority from the “first day of full-time employment as a permanent employee in the departmental unit”. Thus, a person’s “seniority” for civil service purposes is based upon the date of hire in the departmental unit.

## 3. Collective Bargaining Agreements.

“Seniority” for certain contract benefits is generally negotiated in, and then governed by, the collective bargaining agreement itself. Specifically, G.L. c.150E provides for a broad range of issues subject to negotiation, including wages. See G.L. c.150, §§6, 7. In my opinion, the proposed amendment to the CBA, as written in the MOA and cited above, reflects an agreement to place a person on the Appendix A wage scale consistent with the employee’s credible service for purposes of G.L. c.32. The language about using creditable service for determining “eligibility for all compensation levels (steps and years of service)” is specific to wages and does not address “seniority” generally or with respect to other contract benefits.

## Conclusion

Based up the specific use of language in the MOA, read in conjunction with the Retirement and Civil Service Laws, in my opinion, the City will calculate wages using the years of service equivalent to the amount of credible service that would be computed under G.L. c. 32 for purposes of retirement and pension. The use of this definition of “creditable service” or “seniority” is limited to the wages part of the contract only, as there is no indication that this amendment would have any effect on an employee’s seniority for purpose of Civil Service or otherwise. Thus, in my opinion, while a new employee could have more credible service years for wages than others, such person would the least-senior member for purposes of Civil Service as of their first day of full time employment.



**City of Fall River  
Massachusetts  
Office of the Mayor**

3a

RECEIVED

2021 MAR 31 P 12:56

CITY CLERK \_\_\_\_\_  
FALL RIVER, MA

**PAUL E. COOGAN**  
Mayor

March 31, 2021

The Honorable City Council  
City of Fall River  
One Government Center  
Fall River, MA 02722

Dear Honorable Council Members:

Enclosed is a copy of the executed Memorandum of Agreement (MOA) and a copy of the contract ending June 30, 2019 with the Firefighters. The financial impact on the MOA is a retro amount of approximately \$227,634 for fiscal year ended June 30, 2020 and \$333,523 for fiscal year ending June 30, 2021 or \$561,157. The provision for the creditable service will have no effect on fiscal year ending June 30, 2021 and is estimated to be approximately \$40,000 for fiscal year ended June 30, 2022. This MOA will be for the two years ending June 30, 2021.

At this time, we will not be presenting a transfer to the fire salaries and wages appropriation, however, we may need to do so as we approach the year end.

Your approval of the MOA is respectfully requested.

Best Regards,

*Paul E. Coogan*  
Paul E. Coogan  
Mayor

CITY OF FALL RIVER  
IN CITY COUNCIL

APR 06 2021

*Sabled*



City of Fall River, *In City Council*

3a

ORDERED, that the funding of the cost items contained in the attached Memorandum of Agreement between the City of Fall River and Local 1314 International Association of Firefighters is hereby approved.

CITY OF FALL RIVER  
IN CITY COUNCIL

APR 06 2021

Tabled

CITY CLERK  
FALL OVER, PA

Date: 3/26/21

3a

## Table of Contents

		Page
Article 1	Term of Agreement	3
Article 2	Bargaining Agent	3
Article 3	Wages and Salary	3
Article 4	Car Allowance	5
Article 5	Work week/Work Schedule	5
Article 6	Working Hours for Specialized Forces	7
Article 7	Work Rule and Extra Duty	7
Article 8	Recall to Duty/Hold Over Overtime	10
Article 9	Out of Grade Assignment	10
Article 10	Payroll Deduction of Union Fees	
	Dues and Assessments	12
Article 11	Agency Fee	12
Article 12	Extra Details	12
Article 13	Holidays	13
Article 14	Health Insurance	14
Article 15	Emergency Leave	19
Article 16	Bereavement Leave	20
Article 17	Leave Without Pay Loss	20
Article 18	Vacations	21
Article 19	Vacations/Death or Retirements of	
	Unit Member	22
Article 20	Vacation Schedule	22
Article 21	Sickness/Injury/Court During Vacation	23
Article 22	Bid System	24
Article 23	Mutual Transfers	25
Article 24	Attendance At Union Meetings	
	Conventions and State Association	
	Meetings	25
Article 25	Benefit Association Leave	26
Article 26	Residing Outside City Limits	27
Article 27	Grievance Procedure	27
Article 28	Involuntary Retirement	28
Article 29	Sickness/Illness	28
Article 30	Existing Benefits	30
Article 31	Manpower Levels	30
Article 32	Information Copies to Association	31
Article 33	Legal Defense	31
Article 34	Promotional List	31
Article 35	Stability of Agreement	31
Article 36	Individual Masks	32
Article 37	Personal Protective Equipment (PPE)	32

3a

Article 38	Educational Incentive	32
Article 39	Ladder Company/Fire Rescue	32
Article 40	Detail Pay	33
Article 41	Ambulance Cross Training	33
Article 42	EMT Education Stipend	33
Article 43	Firefighter/EMT Stipend	34
Article 44	Squad 11	34
Article 45	Opiate Awareness	35
Article 46	District Chief Aide	35
Article 47	Employee Assistance Program	35
Article 48	Maternity/Paternity Leave	36
Article 49	EMS Training	36
Article 50	Direct Deposit	36
Article 51	Night/Shift Differential	36
Article 52	Injured on Duty	37
Article 53	Suspension Without Pay	37
	MOU-Agreement 7/1/16 to 6/30/16	38
	Signature Page	39
	Wage Table	40-48

3a

THIS AGREEMENT is made by and between the City of Fall River, hereinafter referred to as the "Employer" and Local #1314, International Association of Fire Fighters, AFL-CIO, hereinafter referred to as the "Union".

WHEREAS, Local 1314 has been recognized as the Collective Bargaining representative of all uniformed members of the Fall River Fire Department, except the Chief, and

WHEREAS, the City of Fall River is desirous of recognizing the said Union as the sole and exclusive bargaining representative for all the employees of said unit,

NOW, THEREFORE, the parties hereto mutually covenant and agree as follows:

### **Article 1: TERM OF AGREEMENT**

This Agreement shall take effect as of July 1, 2016, and all provisions and benefits contained herein shall become effective as of said date, unless otherwise specified by the parties, and shall remain in full force and effect until June 30, 2019, and shall further continue in effect from day to day thereafter until a successor Agreement is duly-executed by the parties. Either party may serve upon the other, in writing, not later than February 1, 2019, notice of its desire to change or amend the terms and conditions of the Agreement. Upon receipt of such written notice as provided herein, bargaining shall commence not later than March 1. Notice of a desire to modify shall not be considered as a notice of termination of this contract.

### **Article 2: BARGAINING AGENT**

The Employer recognizes that said Union, is the sole and exclusive bargaining agent for the uniformed members of the Fire Department or anyone doing bargaining work, provided, however, that non-permanent or provisional employees shall be restricted to present benefits

Bargaining unit work shall be performed only by bargaining unit members.

### **Article 3: WAGES AND SALARY**

The salary and wage schedule of the uniformed members of the Fire Department is hereby set forth in Appendix "A" attached hereto and incorporated by reference. Employee earnings shall be paid bi-weekly on Fridays.

#### **1. Wages**

1. For the period, July 1, 2016 to June 30, 2017, there shall be a 0 % across-the-board wage increase.
2. For the period, July 1, 2017 to June 30, 2018, there shall be a 2.0 % across-the-board wage increase

3a

3. For the period, July 1, 2018 to June 30, 2019, there shall be a 2.0 % across-the-board wage increase
4. Members with less than five (5) years seniority will receive \$200 annually as proficiency pay. This stipend will be rolled into their base compensation.

## 2. Comp. Time

1. Each bargaining unit employee who is employed during fiscal year 2011 shall be credited with 10 comp days which he or she may use as per current practice, and, at the option of such employee, such comp days may be accumulated and used during the course of their career (as per current practice for using such days), or at the option of the employee may be cashed out at the time of separation from employment or retirement. In addition, an additional 10 comp days shall be granted to each bargaining unit employee who is employed during fiscal year 2012 and such comp days shall be treated in the same manner as described above. This calculation is only applicable to members who agreed to the 8% reduction in base pay for the period July 1, 2010 to June 30, 2011.
2. Comp. Days - the extra comp. days, given to those members who accepted the 8% pay reduction, shall only be credited as follows: 10 days on July 1, 2011 for fiscal year 2011, and 10 days on July 1, 2012, for fiscal year 2012. Any new hires, hired during FY 2011, shall receive a pro-rated share of the comp. days. As an example, those new hires starting 10/12, working approximately 75% of the FY 2011 year, will receive 7 days on July 1, 2011, and 8 days on July 1, 2012.

## 3. Step Raise

- a. Effective July 1, 2011, all bargaining unit members who attain or have attained 25 years of creditable service with the City of Fall River, shall receive a step raise of 8% of base pay as stipulated in App. A.
- b. Any member who will reach 25 years of creditable service in any given fiscal year, and such time includes time OTHER than civil service time within the City of Fall River, MUST notify the Department by April 1<sup>st</sup> prior to the start of the fiscal year for inclusion in the budget.
- c. In addition, any bargaining unit member who attains or will attain 30 years of creditable service with the City of Fall River before January of 2011, shall be paid (for the time period July 1, 2010 up

3a

until June 30, 2011), a 4% step raise increase, which shall convert to the 8% step raise increase set forth above as of July 1, 2011.

- d. Any member utilizing creditable time OTHER than city civil service time, in achieving 25 years of service, will have the 8% increase calculated on his/her base pay at that time. This will be the base used in calculating appendix A. The member will not advance to any future step, as outlined in appendix A, until his/her City civil service time totals that step. In no case will a member utilizing creditable time OTHER than city civil service time, in achieving 25 years of service, be paid more than a member of the same rank and education level who has achieved 25 years of CITY Civil Service time as listed in appendix A.
- e. Any member retiring this fiscal year (2011) and electing to be paid under the former contract will receive his stipends as in the past, and they will not be reflected in his overtime rate or holiday rate for the remainder of this year.

#### **4. Advancing to Next Pay Step**

- a. The different pay scales (i.e. 5, 10, 15, 20, 25, & 29 years), as outlined in Appendix A are based on the members attaining the specified number of years during that fiscal year. In determining advancement to step 2, 3, 4, or 5, employment on April 1<sup>st</sup> will be the determining date, on which the member will advance to the next pay step.

#### **Article 4: CAR ALLOWANCE**

The Right to Know Officer, the Fire Department Chief Training Officer, the Assistant Fire Department Training Officers, and the Administrative Assistant shall be reimbursed at the rate of one hundred dollars (\$100.00) per month as a car allowance for the use of their vehicles for fire department business.

Any member who spends less than a full month in any of the above referenced positions shall have a pro rata car allowance based on the percentage of time spent in the position.

#### **Article 5: WORK WEEK/WORK SCHEDULE**

Section 1. The average weekly hours of duty of the permanent members of the uniformed force of the Fall River Fire Department shall not exceed forty-two (42) over an eight (8) week cycle as set forth below.

3a

Section 2. Any employee in a line position under the work schedule referenced in this Article who works fewer than eight (8) weeks in the eight (8) week work cycle shall have his/her hours computed by multiplying forty-two (42) hours times the number of weeks worked in the schedule.

Section 3. The following work schedule shall continue. The current practice of allowing early relief at the change of shifts shall continue.

### WORK SCHEDULE

<u>Weeks</u>	<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>
1	24 ON	OFF	OFF	24 ON	OFF	OFF	OFF
2	OFF	24 ON	OFF	OFF	24 ON	OFF	OFF
3	OFF	OFF	24 ON	OFF	OFF	24 ON	OFF
4	OFF	OFF	OFF	24 ON	OFF	OFF	24 ON
5	OFF	OFF	OFF	OFF	24 ON	OFF	OFF
6	24 ON	OFF	OFF	OFF	OFF	24 ON	OFF
7	OFF	24 ON	OFF	OFF	OFF	OFF	24 ON
8	OFF	OFF	24 ON	OFF	OFF	OFF	OFF

The 24-hour tour shall be defined as the period from 0730 to the following 0730. A shift shall be defined as one-ten hour (0730-1730 and or one fourteen-hour shift 1730-0730). This shall also apply to union release time.

Section 4. Any employee required to remain on duty in excess of his normal hours, day or night, in accordance with the submitted 42-hour schedule, shall be paid at the rate of time and one-half for each hour retained. When the normal hour is exceeded by thirty minutes (30) or more, and additional hour of compensation shall be paid. Such additional hours of duty shall be computed from the hours of 0730 and 1730. Periods of less than one (1) hour shall be computed and paid in half (1/2) hour increments.

Section 5. Upon being relieved of duty at the scene of a fire/incident, including multiple alarm fires, all members shall return to their station and sign out. Twenty-Five (25) minutes shall be allowed for the employee after his or her return for the purpose of cleaning up, except that if a firefighter is relieved prior to the expiration of a four (4) hour minimum period mentioned in Article 8 the time remaining shall be deducted from said period. Any member not returning to his or her station and signing out will not be eligible for the twenty-five-minute clean up period and shall be paid only until the time of release from the incident scene. Transportation from the fire scene shall be provided by the department.

Section 6. Work performed in excess of an employee's established work schedule shall be compensated at time and one half and no mandatory compensatory time off shall be



3a

permitted in lieu of overtime pay except that the employee may request compensatory time off and such shall be granted subject only to the manning needs of the department.

Section 7. Work performed by members in Grades XXI through XXV in excess of the established work schedule shall be voluntary and shall be based on a rotating roster of each grade. Seniority in rank shall govern, but an effort will be made to equalize the distribution of excess hours among all members within a grade. Hours in excess of the established work schedule shall be compensated at time and one half. These hours shall be added to the current member totals for voluntary overtime whether the member accepts or refuses the slot change. This applies to full time officers being moved from their regular slot to pick up excess hours. Firefighters and Acting Officers who do not have a say in their movement between slots would not have the hours added to their voluntary totals. As per current practice the Department will continue to make every effort to keep excess hours for actors to a minimum.

Section 8. For purposes of computing hours in any given work cycle, employees who change duty assignments, or slots, are considered to be in the slot they began the work cycle in for the entire eight (8) week work cycle. This will also apply when an employee is on vacation, sick, or injury leave.

Section 9. Except in the case of a declared emergency or recall ordered by the Chief, no member shall be allowed to work in excess of 48 consecutive hours.

#### **Article 6: WORKING HOURS FOR SPECIALIZED FORCES**

Working hours for specialized forces shall be as follows:

- Machine Shop, Bureau of Fire Prevention and Investigation: 0800 to 1600; one (1) day off weekly;
- Lieutenant assigned to Fire Dispatch: 0800 to 1600; one (1) day off weekly.
- Chief Training Officer/Assistant Training Officers: 0800 to 1600; one (1) day off weekly.
- Right to Know Officer: 0800 to 1600; one (1) day off weekly based upon flexibility necessary for appointments and meeting schedules required for the position with departmental approval.
- Administrative Assistant: 0800-1600; one (1) day off weekly.
- Information Technology Specialist: 0800-1600; one (1) day off weekly.

#### **Article 7: WORK RULE AND EXTRA DUTY**

Section 1. Overtime, which shall be on a voluntary basis, shall be compensated at the rate of time and one-half for hours worked in excess of the established schedule, but in no event, shall overtime compensation take the form of mandatory compensatory time off. Examples of voluntary overtime would include any 10 or 14 hour overtimes for manpower, any 4-hour overtime that is the result of being called in for manpower and

3a

being sent home any Fire Prevention Bureau overtime that is voluntary or any voluntary Master Mechanic overtimes. Overtimes that would not be considered voluntary overtime would include specialized teams such as Honor Guard, Dive Team, Regional Hazmat Teams or Technical Rescue Teams. Holdovers from a late run at the end of a shift, court time, arson investigation, hazmat technician call ins, non-voluntary Fire Prevention Bureau overtime, non-voluntary Master Mechanic overtimes and recall for duty in accordance with Article 8 would also not be considered voluntary overtime

Section 2. Overtime, except in an emergency, shall be based upon a rotating roster of all members. For the purpose of establishing this roster, seniority shall govern, but an effort will be made to make equal distribution of overtime amongst all crews and all members. The roster shall be in the order of least hours of overtime at the top of the roster. If there is a tie between members at the same total, seniority shall govern. A member being called for an overtime would be charged with the overtime hours for the following reasons: if the members accepts the overtime, if the member refuses the overtime, if the member cannot be reached at his home or cellphone number (if the cellphone has been provided by the member, also see exception in following section), if the member is on modified duty after being out sick or if the member is on leave of absence other than military leave or death leave.

A member would not be charged with the overtime hours for the following reasons: if a member is already working the shift for which the overtime is being called, if the member is on vacation, if the member is on death leave, if the member is on military leave, if the member is out Injured on Duty, if the member is on modified duty after being IOD or if the member returns the call for overtime within a five minute period from the time the overtime call is made and the overtime has already been given out.

The City shall provide the date, assignment, hours and total overtime hours for each overtime taken, on a bi weekly basis. All overtime assigned for shift strength shall be for full shift duration. Employees dismissed prior to the end of a full overtime shift shall be paid for a full shift with the exception of being released in accordance with Article 7 section 6. Similar information shall be provided by the City or department regarding the accumulation of granting of compensatory time taken in lieu of overtime.

Additionally, the Union and the City agree to the following: If a member wishes to remove his name from the voluntary overtime list he/she may submit a form 13a to the Deputy of Operations. The members name will be highlighted in a different color to indicate to the callers his/her intention to not be called and accept the refusals.

Since specialized team overtime is exempt from voluntary totals, the Union requests periodic evaluations of these teams between the Union and Team Coordinators to review team membership. It is the Union's position that if members are just taking up space on a team and not participating on a regular basis they should be removed from said team and a new member is allowed on.

3a

Also, it is the right of the FPB members to share in company overtimes if they are not receiving equal overtime. FPB members shall be required to train monthly on the SCBA which will be provided by the training division, in order for them to be prepared for overtimes in the company.

Section 3. No employee is to be charged with a refusal unless he/she has at least twenty-four (24) hour notice in cases involving replacement of other employees on vacation or extended sick leave nor while he is on vacation, death leave, union meetings, association meetings involving President, Vice President and/or Secretary and/or Treasurer, sick leave, or emergency leave. Refusal shall not be counted when a member has a doctor/dentist appointment, provided that the member submits official documentation from the attending physician/dentist immediately upon his/her return to duty. A member shall be granted two (2) grace refusals per contract year for manpower overtime when less than twenty-four (24) hours' notice is given. Grace refusals shall not be cumulative from one contract year to the next.

Section 5. Voluntary Overtime. There shall be a voluntary overtime list established for the tours of duty encompassing the holidays of July 4<sup>th</sup>, Thanksgiving Day, Christmas Eve, Christmas Day, New Years' Eve and New Years' Day. Any member who volunteers for these lists shall not be credited with an overtime on the normal overtime list when accepting such an overtime, but he/she shall receive a refusal on both lists when he/she refuses to work on the voluntary list. Grace refusals shall apply only to normal overtime. Separate lists shall be established for each holiday listed above. All voluntary overtime lists shall encompass the full 24-hour period from 0730 to 0730 hours the following day of the above-listed holidays.

Section 6. Any member that reports to work on overtime for the purpose of manpower and is found not to be needed will be allowed to leave work and shall receive four (4) hours compensation at the member's overtime rate.

Section 7. A member may take partial tour compensatory off time as long as the following conditions are met:

- 1) The member has compensatory time available to them
- 2) Compensatory time shall be taken for a four (4) hour period only
- 3) A member shall only take compensatory time once per tour
- 4) Compensatory time shall be granted based on manpower levels determined by the Chief of the Fire Department
- 5) Any resultant acting time shall be done according to the contract
- 6) Should a member be on his/her four-hour compensatory time period and another member leaves due to an unforeseen absence such as sickness, injury or emergency leave, no overtime shall be called in order to keep an apparatus open. In such a case an apparatus shall be closed until the return of the member using compensatory time.
- 7) Partial tour compensatory time off shall not be granted prior to 0645 hours of the preceding tour.

- 3a
- 8) Under no circumstances will partial tour compensatory time off generate detail pay.

If a member requests compensatory time off but the member only has compensatory days in his bank, the Deputy Chief shall convert one comp day into hours using four (4) for the time off and adding eight (8) to the member's compensatory time bank.

### Article 8: RECALL TO DUTY/HOLD OVER OVERTIME

Section 1. Overtime shall not be on a voluntary basis in the event of a conflagration or other state of emergency declared by the Chief of the Fire Department. A separate overtime list shall be kept for overtime performed pursuant to this Section.

Section 2. Employees shall be subject to a recall to duty at any time in the event of a multiple alarm fire or other emergency declared by the Fire Chief. Response shall be without any unreasonable delay and only employees on death leave, sick leave, vacation leave, military leave, may be excused. Employees shall be paid at the rate of time and one-half for such recall with a minimum of four (4) hours pay provided that their response to duty is made within one half (1/2) hour of their notification by an authorized fire department employee. Members returning to duty within the half hour of notification shall be compensated from the time the multiple alarm is struck. Employees reporting later than after the half hour (1/2) recall notification period shall be paid only for actual time on duty.

Section 3. In the event, any employee is required to remain at a multiple alarm fire or other emergency in excess of the four (4) hours as computed above he/she will be compensated from the time of the alarm if he/she reports within the one half (1/2) hour period of the time they are notified by an authorized fire department employee.

Section 4. Whenever a fire scene requires the holding of any one apparatus for an extended period of time, typically considered to be over 1 hour, for the primary purpose of guarding against rekindle, the District Chief will order the staffing of a spare apparatus with an officer and 2 firefighters at their normal overtime rate. If reimbursement can be achieved from the effected parties then they shall be paid the normal detail rate as listed in section 8. This overtime shall be paid from the time of arrival not from time of alarm. The typical 4-hour minimum will apply.

### Article 9: OUT OF GRADE ASSIGNMENT

Section 1. For the purposes of this article, out-of-grade shall be defined as assuming the duties and responsibilities of a higher rank at the highest pay grade of such rank. Out of grade assignments shall be offered first to employees on certified promotional lists, in the order of appearance by mark. In the absence of a promotional list assignments shall be offered to qualified employees by seniority.

Section 2. An employee assigned out-of-grade will be paid a set amount for time they serve in an Out Of Rank (OOR) capacity. This amount is equal to 15% over and above

3a

that of a member in their current rank at 5 years and no degree. This hourly amount will be in addition to their normal compensation.

In the event a member is required to work overtime, and is in fact performing the duties of the higher position, they will be compensated in the following manner. The member will receive his normal overtime rate plus (the normal OOR x 1.5)

Section 3. . Any member Injured on Duty (IOD) while working in an OOR capacity will receive, in addition to his normal compensation, the appropriate OOR compensation. The members' holiday pay will also be adjusted to reflect that amount paid to a permanent member in the position held during the injury.

Section 4. Whenever a member works out of grade in an acting capacity for fifty (50%) percent or more of a shift of duty, such employee shall receive the pay of the higher rank for the full shift of duty. When such employee works less than fifty (50%) percent, he/she shall receive the pay for the higher rank on an hour by hour basis.

Section 5. An employee working in an out of grade capacity to fill an existing vacancy or to replace a member on extended absence shall not be bumped by another employee who would be working in an acting capacity except that he/she may be bumped by a more senior employee, or by a employee in a higher position on a certified Department of Human Resources promotional list, who has been working out of grade with no refusals, and only at the start of a week.

Section 6. Members shall have the right to refuse out-of-grade assignments in non-emergency situations, provided that members not wishing to work out-of-grade notify the Department in writing within two (2) weeks of the requested removal date. Individuals on a certified promotional list must submit a Form 13A requesting removal from out-of-grade assignments based upon his/her position on the certified promotional list and such removal shall be for the duration of the promotional list. In addition, if an employee wishes to be removed from the seniority list used in the absence of a certified promotional list, he/she must submit an additional Form 13A and such removal shall be for the duration of the certified promotional list.

Section 7. Any member wishing to work out of grade from a certified Department of Human Resources promotional list must produce his raw score to the Deputy Chief prior to being placed in an out of rank position. The list(s) shall be used for all out of grade assignments.

Section 8. All staff out of grade assignments shall be filled in accordance with Article 9.

Section 9. Any training necessary for staff positions shall be offered to all members on the applicable promotional list. Members shall have the right to refuse staff training provided that members not wishing to attend said optional training shall notify the Department in writing. Members who choose not to participate in staff training will be ineligible for out of grade assignments in staff positions for the duration of their

3a

promotional list. Members who choose not to participate in company positions will be ineligible for out of grade assignments in company positions for the duration of their promotional list.

**Article 10: PAYROLL DEDUCTION OF UNION FEES, DUES AND ASSESSMENTS**

The City shall monthly deduct the employee's share of Blue Cross/Blue Shield and life insurance premiums, union dues, initiation fees, and fines and assessments uniformly imposed from the earned wages of each employee in such amount as is determined by the Union, provided that no such deduction shall be made from any employee's wages except when authorized by him on an appropriate form, a copy of which must have been submitted to the City. At least two (2) weeks' notice of change in any of the above deductions shall be given to the City.

**Article 11: AGENCY FEE**

The City agrees that it shall be a condition of employment that on or after the thirtieth (30<sup>th</sup>) day of employment in the bargaining unit, each member of the bargaining unit who chooses not to join, or drops membership in the Union, shall pay a service fee to the Union in lieu of union dues which shall be equal to the amount required to become a member and remain a member in good standing in the Union in accordance with the provisions of Chapter 150E, Section 12 (as amended) of the General Laws. The service fee for the duration of this contract shall be paid monthly.

**Article 12: EXTRA DETAILS**

Section 1. If and when a permit to allow controlled burning is granted by the Chief of the Fire Department or his authorized designee to any person or firm engaged in any work whereby burning is feasible, an off-duty fire fighter(s) shall be designated on a voluntary basis according to an established seniority list to ensure that the conditions of the permit are complied with. The number of fire fighters so assigned for any detail of aforementioned controlled burning shall be designated by the Chief of the Department or his designee. Compensation for said services shall be at the current detail rate as set forth in Section 9.

Section 2. Any fire watch established by the Fall River Fire Department for the protection of life and property by any private person or firm shall be performed by an off-duty fire fighter(s) on a voluntary basis according to an established seniority list. The number of fire fighters so assigned for any detail of aforementioned fire watch shall be designated by the Chief of the Fire Department or his designee. Compensation for said services shall be as reflected in Section 9.

Section 3. Any fire watch established as a result of activities of any governmental agency or any of its departments shall be performed by an off-duty fire fighter(s) on a voluntary

3a

basis according to an established seniority list. The number of fire fighters so assigned for any one tour of duty of aforementioned fire watch shall be designated by the Chief of the Fire Department or his designee. The cost of such services shall be paid for by the governmental agency involved. Compensation for said services shall be as reflected in Section 9.

Section 4. Extra details required by a municipal agency shall be performed by an off-duty fire fighter(s) on a voluntary basis according to an established seniority list. The number of fire fighters so assigned for any one tour of duty shall be designated by the Chief of the Fire Department or his designee. Compensation for said services shall be as reflected in Section 9.

Section 5. Department personnel shall not be solicited by the administration or the executive branch of the fire department to perform the above-listed details nor any duties over and above their normal work week for which they are specifically employed except for compensation at the prevailing extra detail or overtime rate. Except for emergencies, all such extra duties shall be assigned on a voluntary basis according to an established seniority list. The number of fire fighters so assigned for any detail in any instance shall be designated by the Chief of the Department or his authorized designee.

Section 6. The Union and the Chief of the Fire Department shall consult periodically with reference to situations requiring the detailing of off-duty fire fighters in accordance with Sections 1 through 5 above, but ultimate decisions with respect to said detailing shall remain in the Chief's discretion.

Section 7. No fire watch duty shall be assigned to non-bargaining unit employees or to bargaining unit employees who may be in arrears in their union dues or assessments or in the payment of the agency fee if applicable.

Section 8. The rate of pay for all assignments/details as set forth in this article shall be equal to the detail rate established for the Fall River Police with a minimum of four (4) hours guaranteed. Such rates shall include a premium for alcohol, and such rates may be adjusted from time to time during the term of this contract by notice to the union by the city.

### Article 13: HOLIDAYS

Section 1. Every member of the fire department shall receive, in addition to his/her regular weekly compensation, holiday pay for each of the following holidays:

New Year's Day, Martin Luther King Day, Washington's Birthday, Patriots Day, Memorial Day, Fire Fighters Memorial Sunday, Independence Day, Good Friday, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, the day after Thanksgiving & Christmas.

3a

Section 2. Holiday Compensation. Holiday pay shall be paid at the rate of Thirty (30%) percent of the employee's regular weekly salary.

Section 3. The additional pay for holidays provided for in this Article shall be paid whether or not a member performs any duties or his/her position on said holidays. Employees shall be eligible for any future holidays declared by the state or federal government which the City is mandated to adopt.

Section 4. Effective upon the signing of this agreement, and as of July 1, 2010, and of each contract year thereafter, employees shall be entitled to one (1) personal tour for each year of this Agreement. Request for a personal tour shall require forty-eight (48) hours' notice to the personnel officer and shall be granted contingent upon established and available personnel levels. Once the approval is given, no subsequent absence by other group personnel shall cancel or negate said approval. Requests for personal tours falling on one (1) of the above-listed holidays shall be granted only with departmental approval and based upon manpower and staffing levels. The employee may elect to split his twenty-four (24) hour tour into two (2) separate shifts. There shall be no limit to the number of personal tours a member may accumulate.

Section 5. Each employee is entitled to one (1) tour of preferred personal time, which shall be used in accordance with Article XIII, Section 4. The department will maintain the current practice of allowing up to three (3) preferred personal tours citywide on a first come, first served basis per tour. Approval of preferred personal days will be contingent upon funding under the current funding practices for this account.

Section 6. The City agrees to provide for an accounting system which will appear on the members' payroll statement or some other means to reflect time accrued, personal tours, sick leave incentive shifts and comp. time.

Section 7. The City of Fall River will create and fund a separate overtime account in the Fire Department to be used by the Fire Chief to assist in the granting of personal days (Article 13), which shall also include earned sick leave incentive days (Article 31), to help reduce the City's long-term financial liability in this matter.

#### Article 14: HEALTH INSURANCE

A. City and PEC are hereinafter collectively "Parties".

#### II. Purpose

The purpose of this memorandum is to specify and delineate the finalized understanding the City's Health Plan Design (hereinafter "HPD") between the City and the PEC, as duly ordained and authorized under section 21-23 of Massachusetts General Laws Chapter 32B. The parties to this memorandum



3a

agree to participate in this new HPD.

III. Term of the Memorandum

The effective date of this memorandum shall be July 1, 2014. The terms of this plan shall remain in effect until June 30, 2018.

IV. Health Care Plan Benefits

After, a process deemed and agreed to have complied with the procedural process and requirements of Sections 21-23 of Chapter 32B of the General Laws, the City and the PEC have agreed that, effective August 1, 2014, the cost sharing features of the non-Medicare health plans (Blue Cross Blue Shield Blue Care Elect, Blue Choice, and Network Blue New England) offered by the City shall be changed. Effective August 1, 2014 the City will offer two (2) non-Medicare Plans. These plans are Blue Care Elect Deductible Plan and HMO Blue New England Health Options v.4. Furthermore the City will continue being a self-insured plan with Blue Cross. Effective August 1, 2014 retirees enrolled in Medex will be enrolled in the Blue CareRX (PDP) plan. (See attachments A, B and C for Plan Designs).

V. Amendment of the Memorandum

This memorandum may be amended at any time by mutual agreement of all the parties. Such amendments shall not be binding upon any party unless it is in writing and signed by personnel authorized to bind each of the parties.

VI. The City agrees that between August 1, 2014 and June 30, 2018 it will make no further changes to the HPD co-payments. The City further agrees that during that period it will make no changes to the contribution ratios (75% City contribution/25% Employee contribution) that apply to the HPD that it offers to its subscribers.

VII. The PEC signatories to this agreement attest to the fact that they are representative of their respective collective bargaining unit and deem all prerequisites to the execution of this agreement as deemed met.

VIII. It is agreed that the provisions of this agreement shall supersede any contrary provisions of any collective bargaining agreement and that all references to co-payments or other cost-sharing features in all collective bargaining agreements shall be null and void and shall be considered to be physically removed from such collective bargaining agreements to the extent they exist. The Parties agree as follows:

3a

- a. The City and the IAC/PEC have the option to put the health plans out to bid in any plan year. The City may not implement the GIC plans unless the GIC cost savings is greater than 7.5% and the City follows the legislative process outlined in MGL Chapter 32B, Sections 21-23. This does not preclude the City from entering into a contract with other insurance companies for equivalent health care plans if the competitive bid process generates rates less than the BCBS renewal;
- b. Due to significant cost reduction in premium costs, the City will no longer pay the \$26.88 subsidy currently paid to eligible retirees;
- c. **Effective August 1, 2014 the City shall implement the plan design changes set forth with Blue Cross Blue Shield of MA for active City employees and retirees. Active Employees and non-Medicare eligible employees will subscribe to the HMO Blue New England Health Options v.4. Employees who are currently enrolled in Blue Care Elect may choose to be grandfathered under the new Blue Care Elect Deductible Plan or enroll into the HMO Blue New England Health Options v. 4 plan. To be eligible to enroll in Blue Care Elect, any existing employee or newly hired employee and non-Medicare eligible retiree after 8/1/2014 must reside outside of the New England service area. Anyone currently enrolled in the Blue Care Elect Plan (PPO) will be grandfathered and can remain on the new PPO Deductible Plan regardless of their residency. Effective 8/1/14 active employees and non-Medicare eligible retirees must show proof of residency outside of New England to be eligible for Blue Care Elect Deductible Plan. (voter registration, tax return, utility bill, driver's license or other similar document). If you reside in the New England service area you must enroll in the HMO Blue New England Options v. 4 plan. Eligibility for the Blue Care Elect Deductible Plan extends to any subscriber that has a dependent residing outside New England.**
- d. Retirees enrolled in Medex will be enrolled in the BlueCareRx (PDP) plan with a prescription drug tier of 10/20/35 with two times for mail order . A new card will be issued for the prescriptions;
- e. The City will continue to provide Fall River Meds/CanaRx with the following contribution shares:
  - i. August 1, 2014 – July 31, 2015: zero (0) percent employer and one hundred (100) percent employee, paid out of the Employee Trust Fund (employer's share of seventy-five (75) percent of cost to be reimbursed in accordance with VIII f-i below); and
  - ii. July 31, 2015 – June 30, 2018: seventy-five (75) percent employer and twenty-five (25) percent employee.

3a

- f. The City shall provide mitigation as follows:
- i. On 8/1/2015, the City shall reimburse to the Employee Trust Fund, their portion of the cost (seventy-five (75) percent of the contribution share) of CanaRx for 8/1/2014 through 7/31/2015;
  - ii. On 7/1/2016 the City shall provide \$750,000 to the Employee Health Care Mitigation Fund;
  - iii. On 7/1/2017 the City shall also provide an additional \$750,000 to the Employee Health Care Mitigation Fund;
  - iv. Any balance left over in the Employee Health Care Mitigation Fund at the end of a fiscal year shall rollover to the next fiscal year;
  - v. The City's Insurance Advisory Committee ("IAC") shall determine how the Employee Health Care Mitigation Fund is used.
- g. Claims in any plan year shall be shared between the Employee Trust Fund and the Employer based on the current seventy-five (75) percent employer, twenty-five (25) percent employee split if the City terminates its self-insured plan and implements an insured plan;
- h. An audit of the City's Health Insurance Accounts may be performed by an accountant selected by the IAC. The cost of the audit will be paid in full from the Employee Trust Fund;
- i. The City will provide the monthly Employee Trust Fund account balance to the IAC and its designated consultant with all supporting documentation at the IAC's monthly meetings. The IAC will provide a detailed list of requested information in writing at a subsequent meeting;
- j. Blue Cross Blue Shield MA shall provide twenty-six (26) informational sessions to bargaining unit members and retirees;
- k. **Should the IAC elect to establish a Healthcare Reimbursement Account (HRA) using funds from the Employee Health Care Mitigation Fund, the IAC and the City shall meet on or about January 1, 2016 to discuss each party's share of the administrative cost of the HRA.**
- l. The Insurance Advisory Committee meetings will be held when necessary but not less than monthly at the request of the Chairperson of the Insurance Advisory Committee, at which time the monthly financial

3a

records, Employee Trust Fund Bank Statements, and all reconciled reports of the Employee Trust Fund will be submitted.

- m. The PEC/IAC may hire and assume the cost of its own Health Insurance Consultant to periodically analyze the City's health insurance plans.
- n. If the City and IAC mutually agree, in accordance with Article V of this Agreement, to employ the same Health Insurance Consultant, then the City and IAC shall be responsible for seventy-five percent (75%) and twenty-five percent (25%) of the cost respectively. Should the city and the IAC not agree then both parties will assume 100% of the cost for their respective consultants.

#### ENTIRE AGREEMENT

This contract, represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

#### CONFORMANCE

If any provision of this agreement violates any statute or rule of law of the Commonwealth of Massachusetts it is considered modified to conform to that statute or rule of law.

3a

Addendum  
Memorandum of Understanding  
Between  
The City of Fall River and  
Public Employee Committee

The City of Fall River and the Public Employee Committee (PEC) agree to amend the Memorandum of Understanding (MOU) between the parties dated June 30, 2014 through this Addendum, as follows:

In exchange for the PEC agreement to transfer eligible members currently residing in Massachusetts and Rhode Island, from the Blue Care Elect (PPO) plan to the Network Blue (HMO), effective July 1, 2017, the parties agree as follows:

1. Only non-Medicare eligible retirees, subscribers with or without dependents who reside outside of the area of Massachusetts and Rhode Island shall be allowed to enroll in the Blue Care Elect Plan. It is understood that this plan shall only be available to subscribers with or without dependents who reside outside of this area.
2. The term of the current MOU, Section III, shall be extended until June 30, 2021.
3. Section V of the MOU shall be amended by adding the following conditions:

The parties agree that if there is any change that imposes a substantial financial burden, exclusively or disproportionately, on the Employer or Employee Trust funds, or if any of the plans offered by the City during the life of the 2014-2021 PEC agreement are reasonably expected to result in the triggering of the excise tax, the Parties shall meet as soon as practicable and shall mutually agree to make acceptable changes to the then current plan design in order to avoid triggering the excise tax. Plan design changes shall be duly considered and negotiated in accordance with the process outlined in Chapter 32B sections 21-23.

4. The parties acknowledge that the use of mitigation funds shall be recommended by the IAC for approval by the PEC.

**Article 15: EMERGENCY LEAVE**

An employee may be granted special leave with pay only in the event of an unforeseen emergency within his/her family. When it would constitute a severe hardship to leave his/her family unattended, a member may be excused for up a 24-hour tour depending on

3 a

the emergency in order to make arrangements for their care provided permission is granted by the District Chief on duty. Family is defined as spouse, mother, father, children, brothers and sisters of the employee or members of the immediate household. Any employee granted leave hereunder shall not be called for an overtime assignment for a twenty-four (24) period commencing at the completion of the emergency tour of duty.

#### **Article 16: BEREAVEMENT LEAVE**

In the event of the death of a spouse, father, mother, brother, sister, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandmother-in-law, grandfather-in-law or grandchild (relatives of half-blood shall be considered relatives of full blood), or other members of the immediate household in the immediate family of an employee who is in active service at the time of such death or in other exigent circumstances or situations as determined by the Fire Chief, such employee shall be entitled to receive (2) consecutive tours of bereavement leave, exclusive of days off.

In the event of the death of an employee's aunt/uncle, such employee shall be entitled to one (1) tour of bereavement leave exclusive of days off.

In all cases leave papers shall be submitted on return from bereavement leave.

Leave without loss of pay under this Section shall not be deducted from any other paid authorized leave or vacation. Aunt/Uncle bereavement leave shall include the day of the wake or funeral, or the first tour of duty a member is scheduled to return to duty.

#### **Article 17: LEAVE WITHOUT PAY LOSS**

Section 1. Subject to the operating needs of each division or section, determined by the superior officer in charge, leave of absence without loss of pay will be permitted for the following reasons:

Attendance by an employee who is a veteran as defined in Section 21, Chapter 31 of the General Laws, as a delegate or alternate to state or national conventions of certain veteran's organizations as designated from time to time.

Inoculations required by the Municipal Employer.

Promotional examinations conducted under Department of Human Resources law and rules for promotion to any position in the service of the Department.

Medical examinations for retirement purposes.

Attendance at educational programs required or authorized by the City or the Fire Chief.

3a

Section 2. Military Leave. Every employee covered by this Agreement who is a member of a reserve component of the armed forces of the United States shall be granted, in accordance with Section 59 of Chapter 33 of the General Laws, leave of absence with pay during the time of his/her active duty commitment as a member of such reserve component. Provided, however, that such leave shall not exceed nine (9) tours per calendar year.

Leave without loss of pay under this section shall not be deducted from any other paid authorized leave or vacation.

### Article 18: VACATIONS

Section 1. All employees shall receive full vacation benefits of eight (8) tours of earned vacation leave after the completion of a calendar year of service in the Department. Where the previous years' service has been less than the calendar year, the employee shall receive .66 tours of vacation leave for each month served. All partial tours earned shall be rounded up to the next tour. For example, a member with eight months of service would earn 5.28 tours rounded to (6) tours of vacation leave. Any member who works 1 full year will earn 8 tours of vacation.

Section 2. An employee who completes or will complete five (5) years of service in any contract year shall receive nine (9) tours of earned vacation leave each contract year.

Section 3. An employee who completes or will complete ten (10) years of service in any contract year shall receive ten (10) tours of earned vacations leave each contract year.

Section 4. An Employee who completes fifteen or more (15) of service in any contract year shall receive eleven (11) tours of earned vacation leave each contract year.

Section 5. An employee who completes or will complete twenty or more (20) years of service in any contract year shall receive eleven (12) tours of earned vacation leave each contract year.

Section 6. An employee who completes or will complete twenty-five or more (25) years of service in any contract year shall receive (13) tours of earned vacation leave each contract year.

Section 7. An employee who completes or will complete twenty-nine or more (29) years of service in any contract year shall receive (14) tours of earned vacation leave each contract year.

Section 8. A week of vacation leave shall be defined as two tours. There shall be a limit of 2 members per company on vacation during any one period, unless approved by the Fire Chief

Section 9 Any accumulated Personal or Sick Incentive days may be used to fill out a short vacation week. This must be done at the time when vacations are selected.

3a

Section 10. Employees may bank one (1) week of vacation per year up to a maximum of one (1) years' worth of vacation.

Section 11. Each employee shall be allowed to float one vacation week per year. Approval of use of this week at any point during the year shall be subject to citywide manpower and require four weeks' notice to the department. The department shall inform the member of approval/denial within one week of the request. In the event that a member floats a vacation week and fails to use this week during the year, the member may request the week to be added to the employees banked vacations as long as the vacation bank is not already full. In the event the employee's bank is full the employee will have until April 1<sup>st</sup> of the following year to use the week or it will be forfeited.

#### **Article 19: VACATIONS/DEATH OR RETIREMENT OF UNIT MEMBER**

Section 1. Upon the death of a member of the bargaining unit who is eligible for vacation, payment shall be made in an amount equal to the vacation allowance earned in the vacation year prior to the member's death but which had not been granted, and in addition, that portion of the vacation allowance earned in the vacation year during which the member died, up to the time of separation from payroll; provided, that no monetary, or other allowance has already been made thereof. The city auditor may, upon request of the appointing authority of the deceased member, authorize payment of such compensation upon the establishment of a valid claim therefore, in the following order of precedence:

A) To the surviving beneficiary or beneficiaries, if any, lawfully designated by the member under the contributory retirement system.

B) If there be no such designated beneficiary, to the estate of the deceased.

Section 2. Lump Sum Payment. Any unused vacation due a member at the time of his/her retirement shall be paid in lump sum on the first pay day or as soon as possible following his/her retirement and he/she shall not be required to take his/her vacation the year prior to the effective date of his/her retirement.

Section 3. Any member electing not to take vacation under Section 2, above, shall be entitled to a lump sum payment equal to the number of tours he/she is entitled to pursuant to Article 19 (Vacations). Said lump sum payment shall not exceed vacation entitlement accrued during the last two (2) years of employment.

#### **Article 20: VACATION SCHEDULE**

Vacation leave selection shall be governed by the following rules:

A) Deputy Chiefs shall select their vacation by seniority in rank under the same provisions as all other employees as set forth in this Article.



3a

- B) District Chiefs shall select by seniority in rank within their respective districts. Their aides shall then select by seniority within their assigned districts in accordance with the rules set forth in this Article.
- C) Officers shall select by seniority in rank and then fire fighters by seniority. All periods shall be double periods.
- D) Vacations may be taken in increments of one (1) week, however, in the initial round of vacation selection, two (2) weeks shall be selected either consecutively or separately. Additional seniority vacation leave shall be picked in increments (consecutive or separate) of 2-2-1.
- E) Any member wishing to take vacation leave which is due him/her may select a period, other than during prime time, without submitting a letter for acceptance, since it is agreed that as long as time is available, it should be allowed without special consideration.
- F) Any member who, after having made his/her first selection, has the additional opportunity to select a period which will make his/her prior vacation pick continuous, shall be allowed to do so.
- G) The period from January 1 to March 31 shall be opened to individuals who may want to select additional vacation leave, but this period shall not be counted in the number of periods given to any one company.
- H) Any two members, whether officer grade or fire fighter, may be on vacation leave together. There shall be no restriction on who can take double vacation.
- I) Any employee who retires shall do so in accordance with applicable City ordinance.

#### Article 21: SICKNESS/INJURY/COURT DURING VACATION TIME

Section 1. Any employee who is disabled due to sickness or injury, provided that the injury or illness is not due to the result of outside employment, during his/her assigned vacation period shall not be charged for such vacation time. Provided, however, that the employee shall not automatically extend his/her vacation, but rather, said unused vacation shall be assigned either in the current or subsequent calendar year at a time convenient to the Department. Employees shall provide a doctor's certificate with respect to said disability.

Section 2. The word "disabled" shall be defined as not being fit to perform the normal duties of a fire fighter. The employer may, at its own expense, require that the employee submit to an independent examination by a doctor regarding the nature of the injury or illness which disables him/her from performing normal duties.

3a

Section 3. Any employee who as a result of the performance of his or her official duties attends as a witness, or in any other officially assigned capacity, a court proceeding, criminal or civil, while on vacation, shall be compensated at a rate of time and one half, for a minimum of four hours. Further, the employees vacation will extend by the number of tours spent in court.

## Article 22: BID SYSTEM

Section 1. Vacancies. Whenever a vacancy shall exist in any of the active fire companies, excluding Rescue 1, it shall be filled on a seniority basis. Employer is to maintain a bid system.

Section 2. Bid System Procedure:

A vacancy in one of the 11 engine or ladder companies shall occur when any of the following occur: retirement, promotion, death, transfer of a suppression employee to a staff position, increase in company strength, or when a position becomes vacant due to a transfer to Rescue 1, Car 2, and Car 3.

A) The department administration shall post the openings for vacancy for twenty (20) days within ten (10) days of the occurrence of the vacancy.

B) Bids shall be submitted to the Chief, in writing, on form 13A requesting assignment to the vacancy, and the Chief shall award the bid within ten (10) days of the close of the posting period. Transfers awarded by the bid procedure may be delayed by the Chief for no longer than the start of the next eight (8) week work cycle following the bid approval. Except, however, that in circumstances where hours are balanced for the remainder of the cycle, a transfer shall be awarded at the beginning of the next work week.

C) Bid system - after the initial bid is awarded there shall be a subsequent bid offered for the position vacated by the person being awarded the original bid. This process will be repeated again, bringing the total bid opportunities to (3) for every original bid opportunity.

D) No bid shall be awarded in a situation where the awarding of such bid will result in the displacement of a member, already working in that company, who has more seniority than the person who would have been awarded the bid".

E) Bidding does not include any particular assignment in the company to which the individual is transferred.

F) The senior individual bidding shall be awarded the bid if there are no extenuating circumstances that would prohibit such assignment.

3a

G) An employee receiving a transfer through bidding cannot re-bid for one (1) year. An employee awarded a bid vacancy shall not be transferred for a period of one (1) year from the date of the award.

H) An employee awarded a bid vacancy who cannot perform the duties assigned in his new position such as driving, tillering, or operating a pump, shall be returned to his previous assignment after ninety (90) days trial period. Lack of performance by the individual shall be forwarded in writing by the Company Commander and the Training Officer. Reports so submitted shall constitute a basis for return to former assignment. This shall not prohibit the employee from bidding on another assignment.

I) No person in a company may bid for a vacancy in the company in which he is permanently assigned.

#### Article 23: MUTUAL TRANSFERS

Mutual transfers shall be allowed subject to the following provisions:

A) Employees who are granted a mutual transfer must spend one (1) year in the position transferred.

B) Employees on long-term sick or injury leave shall not be eligible to participate in mutual transfers.

C) If either employee involved in a mutual transfer works less than one (1) year in their respective positions, the mutual shall be considered to be null and void and both positions involved in the transfer request shall revert to the standard bid procedure as set forth in Article 23. This subsection does not apply in the event of death, obvious subsequent injury or other exigent circumstances as may be determined by the Union and the Chief of the Department.

#### Article 24: ATTENDANCE AT UNION MEETINGS, CONVENTIONS AND STATE ASSOCIATION MEETINGS

On-duty personnel shall be granted time off without loss of pay or other benefits under the following circumstances:

A) The President, Vice-President, Secretary and Treasurer can attend monthly meetings of Local 1314 (and E-Board) while on duty. There shall be no more than (2) apparatus at the meetings, and they shall only be utilized if the manpower is at the minimum. These 2 apparatus shall not come from the same task force, and shall not include a ladder truck. These apparatus shall be placed back in service immediately if the need arises. If there is sufficient manpower for a chair officer to attend, and the chair officer is a FRFD Officer, he will be replaced by an acting Lieutenant as conveniently as possible.

3a

B) The President will be allowed to attend Union Negotiating and Grievance Committee meetings. The Vice-President, Secretary and Treasurer can attend when there is sufficient manpower.

C) The President, Vice-President, Secretary and Treasurer can attend monthly meetings of the PFFM. Their positions will be backfilled when manpower is below the minimum. Notice of such meetings must be given to the Deputy of Operations at least 11 full days prior to the start of the week in which the meeting will be held (notice will be given prior to each meeting). The deputy will adjust manpower up to the Thursday of the week before the meeting is to take place.

D) Officers and delegates of Local 1314, not exceeding (5), can attend the state-wide convention of the PFFM. Their positions will be backfilled when manpower is below the minimum. Notice of such meetings must be given to the Deputy of Operations at least 11 full days prior to the start of the week in which the meeting will be held (notice will be given prior to each meeting). The deputy will adjust manpower, if necessary, up to the Thursday of the week before the meeting is to take place.

E) Officers and delegates of Local 1314, not exceeding (5), can attend the national convention of the IAFF. Their positions will be backfilled when manpower is below the minimum. Notice of such meetings must be given to the Deputy of Operations at least 11 full days prior to the start of the week in which the meeting will be held (notice will be given prior to each meeting). The deputy will adjust manpower, if necessary, up to the Thursday of the week before the meeting is to take place.

F) The President shall have up to one tour per week for union release time and for any necessary union related matters. In the event the President is on vacation or otherwise unavailable, the Vice-President shall have up to one tour per week for union release time and for any necessary union related matters. The President, or Vice President, shall submit documentation to the Fire Chief showing the participation in the above-mentioned duties.

In all of the foregoing situations, time off shall extend for the duration of the meeting and/or convention plus the necessary traveling time. The total number of conventions listed in (d) and (e) shall not exceed three (3) per year.

## **Article 25: BENEFIT ASSOCIATION LEAVE**

Section 1. Elected officers and directors, limited to five (5) in number, of the Fall River Permanent Firemen's Benefit Association, when attending the annual Fireman's Ball, shall be granted time off without loss of pay or other benefits.

Section 2. Elected officers and directors, limited to five (5) in number, of the Fall River Permanent Firemen's Benefit Association, when attending the annual meeting of said Association, shall be granted time off without loss of pay or other benefits.

3a

In each of the foregoing situations, time off shall extend for the duration of the event plus the necessary traveling time.

#### **Article 26: RESIDING OUTSIDE CITY LIMITS**

Any employee hired on or after July 1, 1985 shall comply with and be subject to residency requirements set forth in Section 50.101 of the Revised Ordinances of the City of Fall River (Rev. 1999). All other employees shall be allowed to reside within fifteen miles outside the city limits of Fall River, within the Commonwealth. Employees so residing will cooperate in making arrangements to be notified in the event of a second alarm or another emergency.

#### **Article 27: GRIEVANCE PROCEDURE**

Complaints, disputes or controversies of any kind which arise between one or more employees and the city or its agents concerning the working conditions, hours of work, wages, fringes or rates of pay referred to in this Agreement, or which are provided for any statute, charter provision, ordinance, rule, regulation or policy which is not in conflict with this Agreement, may be processed as a grievance, under the following procedure:

Step 1. The Union Representative shall present the grievance initially to the officer on duty in charge of the company. That officer will meet with the Union Representative within forty-eight (48) hours after the presentation of a grievance to discuss and attempt to resolve the grievance. If not settled, it may be presented to the District Chief on duty in Step 2. A grievance on behalf of an Officer within the bargaining unit may be presented initially at Step 2.

Step 2. The Union shall present the grievance in writing to the District Chief, who then shall meet with the Union's grievance committee within seventy-two (72) hours to discuss and attempt to adjust the grievance. In the event the grievance cannot be adjusted satisfactorily within four (4) calendar days of its presentation to the District Chief, it thereafter may be presented to the Chief of the Fire Department for discussion in Step 3. any grievance which affects the department generally may be initiated at Step 3.

Step 3. Within five (5) calendar days after the presentation of a grievance to the Chief, the grievance committee shall meet with the Chief, or in his/her absence with the Chief's designee, to discuss and attempt to adjust the grievance. If the grievance cannot be adjusted satisfactorily within ten (10) days of the presentation to the Chief, it thereafter may be presented to the Mayor.

Step 4. Within ten (10) calendar days after the presentation of a grievance to the Mayor of the city or his designee, the grievance committee shall meet with the Mayor of the City or his designee to discuss and attempt to adjust the grievance. If the grievance cannot be

3a

adjusted satisfactorily within three (3) weeks of its presentation to the Mayor or his designee, and if the grievance involves a dispute over the interpretation or application of the terms of this Agreement, it thereafter may be submitted within sixty (60) days to the American Arbitration Association for arbitration in accordance with its rules of voluntary labor arbitration. Except that all grievances, the nature of which fall within the jurisdiction of the Massachusetts Civil Service Commission, shall be submitted to that body for adjudication rather than to arbitration unless the complainant waives his rights under Civil Service in writing. In addition, an employee subjected to discipline shall be permitted to grieve and arbitrate such discipline for just cause so long as they waive their right to proceed on such discipline before the civil service commission.

The parties hereto shall share equally in the cost of the arbitration proceeding.

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

Any adjustments of a grievance reached in any step of the grievance procedure, or the award of an arbitrator, shall be final and binding on the parties.

The time limits established in this Article may be extended by mutual consent. Any failure of a party to make a required response within the time limit specified shall be taken as a negative response and the moving party may proceed to the next level.

The grievance committee of the Union shall consist of not more than three representatives of the Union and any time they, or the Union Representatives, spend in discussing or processing grievances as provided in the grievance procedure during their working hours shall not result in any loss of regular earnings or benefits. There shall be one Union Representative for each company. In case of emergency or absence of the Union Representative, the grievant shall have the benefit of the fire department intercommunication system to contact any member of the Union grievance committee.

#### **Article 28: INVOLUNTARY RETIREMENT**

Any permanent member of the fire department who is involuntarily retired because of injury or disability and who is subsequently reinstated, shall be entitled to the same rights and privileges that he/she would have attained if there had not been any interruption of service.

#### **Article 29: SICKNESS/ILLNESS**

Any employee who is ill or injured shall be automatically granted sick leave, with pay, for the duration of the illness or injury provide that such illness or injury is supported by satisfactory evidence and provided further, that the injury or illness is not the result of outside employment. Seniority shall accumulate during such leave and provided further that this paragraph shall be subject to applicable provisions of the Department of Personnel Administration laws. No employee who is on approved departmental sick

3a

leave or line of duty injury leave shall engage in any outside employment during the duration of such leave.

Section 1. A member who is on a short sick leave shall make a progress report to the department every work day that such illness continues.

Section 2. Any member reporting out sick periodically and compiling a series of short duration absences may be required by the Chief, after notice, to submit a physician's certificate for each subsequent absence. The employer may require the employee to submit to a physical examination by a physician designated by the department. If so, the report shall be recognized unless substantial evidence as to fitness for duty can be presented to the contrary through the department physician to the Chief Executive Officer.

Section 3. Any member who is on extended sick leave shall make a progress report to the department every week that such illness continues.

Section 4. In cases of extended leave, the department may require the absent employee to submit to periodic examinations by a physician designated by the department. The report of such examination shall be recognized unless substantial evidence as to fitness for duty can be presented to the contrary through the designated physician to the Chief Executive Officer.

Section 5. In the event that a member of the department, because of injury or illness suffered in the line of duty, requires medical services or treatment from other than a physician designated by the department, he/she must obtain permission for such services from the designated physician or the Chief Executive Officer. In the absence of such authorization, any medical bills incurred will be subject to approval by the Fire Chief.

Section 6. Emergency treatment shall be authorized by the person in charge at the scene of a fire or other emergency.

Section 7. Any member not using sick leave in any of the three (3) month periods beginning January 1<sup>st</sup> of the calendar year (April 1, July 1, and October 1) shall receive one (1) sick leave incentive shift off for each of the stipulated periods in which no sick leave is used. There shall be no elimination of personal tours/sick leave incentive shifts from books, carry over will be automatic without loss. The City also agrees to provide an accounting system which will appear on the members' payroll statement or some other means to reflect time accrued, personal tours, sick leave incentive shifts and comp time. Any unused time shall accumulate without limit and shall be paid upon the employee's death or separation from service.

Section 8. When personal tours or sick incentive shifts are requested for the same day, the oldest request shall prevail. However, when applied for on the same day, seniority shall prevail

3a

Section 9. When a member is out sick for a period of 60 days, he or she will, at the discretion of the Fire Chief, present to his or her physician a questionnaire. The questionnaire will ask the physician to indicate whether the member is capable of returning to full duty, or if not, modified duty.

The physician will be provided with a copy of the Essential Functions of a Firefighter, which will be the standard for return to full duty, and a copy of Modified Duties of a Firefighter, which will be the standard for return to modified duty.

The member's physician will be the final arbiter as to the member's suitability for return to either full or modified duty. Should the member's physician authorize modified duty, he or she will have the discretion to put conditions on said modified duty, as medically indicated.

### Article 30: EXISTING BENEFITS

The employer agrees that all existing benefits and practices currently in effect shall not be changed without Union approval:

- A) The right to work (48 consecutive hours)
- B) Scheduled vacation time to include Christmas week;
- C) Two (2) hour period for Christmas and Thanksgiving Dinner;
- D) Present practices in the wearing of uniforms;
- E) The right to change duty with others so long as the slot is filled by someone of equal qualifications. If an employee agrees to a change of duty with another employee, the replacement employee is responsible for the tour of duty requested.
- F) The same use of station house facilities unless said usage unreasonably interferes with the operation of the department; and
- G) The City shall provide biweekly overtime lists to the Union leadership and a copy of same shall be provided to each house.

### Article 31: MANPOWER LEVELS

The City agrees to maintain manpower levels to insure reasonable and safe working conditions. Any layoffs shall be in accordance with Massachusetts Law and Department of Personnel Administration regulations as applicable. The City also agrees that during FY11 or FY 12 there shall be no lay-offs.



3a

### Article 32: INFORMATION COPIES TO ASSOCIATION

A copy of all memos, communications and general orders issued to fire companies by the Chief of the Department, Deputy, or other senior officer who acts in a like capacity shall be provided to the Union at the same time as copies are delivered to the various fire companies.

### Article 33: LEGAL DEFENSE

Section 1. The City will defend any litigation, civil or criminal, brought against any employee in the bargaining unit as a result of any activities of said employee while on duty and in the ordinary course of employment including, but not limited to, actions brought pursuant to M.G.L. c.258.

Section 2. Any member shall be entitled to have a Union representative and/or Union legal counsel present at any investigative interview by the Chief, if such interview or questioning could lead to a disciplinary action. Any such interview shall normally be conducted during business hours.

### Article 34: PROMOTION LIST

Section 1. An active Department of Human Resources promotional list for all existing ranks shall be maintained at all times by the department. When a vacancy occurs (but not later than fifteen (15) days after such vacancy is created) a certification list will be created and the vacancy shall be filled within thirty (30) days after that list has been signed by the candidates.

Section 2. The City will appoint to fill said vacancies in accordance with the highest marks obtained from Department of Human Resources in accordance with practice of selecting from the top three grades.

Section 3. The City shall call for promotional examinations in all ranks in a timely fashion to insure that all promotional lists shall be renewed every two (2) years.

### Article 35: STABILITY OF AGREEMENT

Section 1. No amendment, alteration or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by the parties hereto.

Section 2. Failure of the Employer or the Union to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Employer or Union to future performance of any such term or provisions, and the obligation of the Union and the Employer to such future performance shall continue in full force and effect.

3a

### Article 36: INDIVIDUAL MASKS

The City shall supply a new/rebuilt SCBA mask for all department personnel who shall be responsible for proper care of the mask. If the SCBA mask is damaged through neglect or misuse, the member assigned the mask shall be responsible for its prompt replacement. No member shall be assigned to a fire company until he/she is provided with a personal mask.

### Article 37: PERSONAL PROTECTIVE EQUIPMENT ("PPE")

Effective upon execution and funding of this agreement, the City agrees to provide all new hires with a full set of PPE. Further, the City agrees to provide a full set of PPE to all members whenever their PPE becomes non-compliant. For ordinary circumstances, this means in accordance with NFPA 1971. (The PPE must be a minimum of 10 years and two (2) NFPA cycles from production.

### Article 38: EDUCATIONAL INCENTIVE PAY

Section 1. Employees who received or will receive credits and/or degrees (Master's, Bachelor's or Associate's) in the areas of Emergency Management, Public Administration, Fire Science Technology, Fire Administration and/or Fire Science shall receive the appropriate wages based on the salary matrix in Appendix A.

Associates Degree (or 60 credits in an accredited program earned toward a baccalaureate or master's degree in Emergency Management, Public Administration, Fire Science, Fire Science Technology, or Fire Administration) shall be placed in the appropriate associate's degree pay rate according to Appendix A.

Section 2. Said degree, or active inclusion in the degree program, must be achieved prior to July 1<sup>st</sup> of any given contract year. Notice of receiving a degree or inclusion in a degree program will be provided to the Fire Chief no later than April 1<sup>st</sup> prior to the start of the fiscal year.

Section 3. For inclusion into these appropriate pay scales, a firefighter must submit a certified copy of the firefighter's transcript along with a copy of his or her degree if applicable. The aforementioned documentation shall be submitted to and approved by the Fire Chief and forwarded to the Director of Human Resources.

Section 4. No firefighter will be eligible for educational compensation until the fiscal year following his completed probationary period.

### Article 39: LADDER COMPANY/FIRE RESCUE

The parties agree that the Department may institute and carry out a program of cross-training which will involve all ladder company personnel and will cause them to be proficient in certain specialized operations currently performed (in the main) by Rescue

3a

1. Such training will allow ladder companies to operate as needed with the Rescue and will allow additional manpower at incidents with the Rescue, or for operation at separate specialized incidents in the event the Rescue is unavailable.

By way of example, but not limitation, such specialized areas of cross-training might include vehicle extrication, confined space rescue, high angle rescue, elevator rescue and ice/cold water rescue.

#### Article 40: DETAIL PAY

Whenever employees are detailed out of their station they shall receive an additional \$10.00 detail pay.

Whenever employees are required to use their personal vehicles to move between assignments during their shift, they will receive a payment of \$10.00. In addition, the City shall designate a section of Troy St., Center Station, as a "Fire Personnel Only" parking area. This shall be accomplished by the installation of signage and or curb painting stating same.

This does not apply to members acting out of grade nor does it apply to members detailed in advance of their shift. Furthermore, it is not applicable to the Thanksgiving and Christmas Holiday meal schedule

#### Article 41: AMBULANCE CROSS TRAINING

This union agrees that the Department may institute a program of training which will involve firefighters and fire officers being educated in the location and use of emergency medical equipment and supplies carried on the fire ambulance. Such training would allow fire personnel to render greater assistance to EMT/EMS Personnel and the public at emergency incidents.

In addition, the Union agrees that under certain circumstances, as required, its members may be utilized to drive the ambulance to a hospital, thereby allowing the EMT/EMS personnel to provide direct patient care.

#### Article 42: EMT EDUCATION STIPEND

Effective July 1, 2017, members certified at any EMT level shall be paid an additional three hundred and fifty (\$350) annual stipend. Payment of this stipend shall be made no later than the first pay period of August. The above-mentioned payment is for convenience purposes. Any member employed as of July 1<sup>st</sup> of any fiscal year shall be entitled to a full payment of this stipend upon death or separation from service.

Also, effective July 1, 2017, these same members shall receive a biennial payment for recertification in the amount of one hundred and fifty (\$150). Members shall seek

3a

reimbursement for this recertification by submitting required documentation to the Director of EMS. Payment shall be due upon receipt of such documentation.

These payments shall begin in FY18

**Article 43: Firefighter/Emergency Medical Technician Certification Stipend**

Effective July 1, 2017, all members holding the below certifications shall receive the following stipends:

EMT Basic- \$1,500

EMT Intermediate/Advanced- \$2,250

EMT Paramedic- \$3,000

This stipend is to be paid out annually and no later than the first pay period in March. Eligible members must submit documentation proving certification level no later than April 1<sup>st</sup> for the upcoming fiscal year during which the stipend will be paid.

The above-mentioned payment date is set forth for convenience purposes. Any member who is employed as of July 1<sup>st</sup> of any fiscal year shall be entitled to a full payment of his stipend upon death or separation from service.

**Article 44: SQUAD 11**

The parties agree that the City may implement a so-called Squad car and use bargaining unit members to staff such vehicles under the following below stated circumstances:

A) The City agrees that it shall only staff squad with members if suppression manpower in the Fall River Fire Department remains at a minimum of thirty-four (34) working during any given shift. In other words, the City shall not staff Squad with members if doing so would drop manpower to less than thirty-four (34) working during any given shift.

B) The City agrees that it will not brownout a suppression apparatus in order to staff Squad.

C) For hours worked on Squad, members shall receive an additional hourly rate equal to five percent (5%) above that of a firefighter with five (5) years and no degree as shown in Appendix A. In addition, all members shall receive an increase of seventy-five cents (\$0.75) for all hours worked during night shifts.

D) The rotation of members working on Squad shall consist of the ten (10) most junior firefighters

E) Members shall not be allowed to work more than one (1) shift consecutively on Squad. (10 or 14 HR Shift)

3a

F) Those members who accept receipt of an EMT stipend agree to be part of a pool that may be used to staff Squad during a given shift should there be a need and sufficient manpower (34) on suppression forces exits. A member assigned from this pool shall be called in reverse order of seniority.

G) Members, other than the most junior ten (10) and those in the pool as indicated above, shall not be forced to work on Squad. No one hired after February 8, 2016 will get to opt out of the squad pool.

H) The City agrees that should there be layoffs in the future, they will do so strictly according to seniority. Additional EMS certification obtained by members will not impact the order of layoffs.

#### **Article 45: OPIATE AWARENESS AND TRAINING CERTIFICATION**

Effective July 1, 2015, all members shall receive a one-time payment equal to \$375.00. The parties agree that this payment shall be paid to all members currently employed with the City as well as all members who were employed as of July 1, 2015 but subsequently retired.

Effective July 1, 2016, all members shall receive a one-time payment of \$375.00. The parties agree that this payment shall be made to all members currently employed with the city as well as all members who were employed as of July 1, 2016 but subsequently retired.

Payment will be made no later than the first pay period in FY18

Effective July 1, 2017, all members shall receive an annual \$250.00 stipend to be paid out that year and in subsequent years no later than the second pay period in August. Payment is made as set forth above for convenience purposes. Members employed as of July 1<sup>st</sup> of any fiscal year shall be entitled to a full payment of this stipend upon death or separation from service.

#### **Article 46: DISTRICT CHIEF AIDE**

Any member who is filling in for a District Chief's Aid will be paid an additional hourly rate equal to 2.91% above that of a firefighter with five (5) years and no degree as shown in Appendix A.

#### **Article 47: EMPLOYEE ASSISTANCE PROGRAM**

The employee assistance program shall be maintained by the Department in accordance with agreement of the Union and no changes in said program shall be made without mutual approval between the Union and the Chief.

3a

#### Article 48: MATERNITY/PATERNITY LEAVE

Section 1. Whenever a female employee shall become pregnant, she shall furnish the Fire Chief with a certificate from her physician stating the approximate expected date of her delivery. She shall continue to work so long as her physician certifies that she is able to do so and the Fire Chief does not find her work performance impaired. Pregnancy-maternity leave with pay shall be granted commencing with cessation of actual work, but not more than three (3) months prior to the expected date of her delivery, and continuing until she is able to return to work after delivery, but not more than three months thereafter. Nothing in this article shall preclude a pregnant employee from taking sick leave pursuant to Article 31 for any condition which prevents her attendance for duty.

Section 2. A male fire fighter shall be granted two (2) tours of paternity leave, exclusive of days off, at full pay, for birth or adoption of his child. This section does not apply to members who are on sick leave or injured on duty status unless approved by the Chief of the Department.

#### Article 49: EMS TRAINING

The City will provide a Trainer in the EMS Division to provide educational training on a continuing basis for EMS employees. Providing availability of space, members of the Fire Fighters Local will be allowed to participate in the ongoing training.

#### Article 50 : DIRECT DEPOSIT

The City provides all employees with direct deposit for payroll checks. Those wishing to donate to the Firefighters scholarship fund may do so through payroll deductions.

#### Article 51 : NIGHT/SHIFT DIFFERENTIAL

Night Differential: Employees who are regularly scheduled to work night shifts or who work any shift or tour of duty commencing at or after 1730 and ending at or before 0730, shall receive in addition to their regular weekly compensation, a night shift differential as calculated into Appendix A.

Staff Assignments: The City and the department, in recognition of the special and ongoing training requirements for employees assigned to staff assignments, agree that employees assigned to staff positions shall receive in addition to the employees' regular compensation an amount as calculated into Appendix A.

3a

### **Article 52 : INJURY ON DUTY**

Whenever a member is injured on duty he or she shall report said injury by completing Form 7, "Report of Accident to a member of This Department". This report shall be completed and forwarded to the Deputy Chief of Operations within two weeks of the date the injury was sustained.

In the event the injury renders the member unable to complete Form 7, the immediate supervisor of the injured member will make a report of such injury to the Deputy Chief of Operations by Form 13-A within two weeks of the date of the injury.

### **Article 53: SUSPENSION WITHOUT PAY**

When a member is suspended without pay his or her loss of pay will be according to the following schedule:

- One (1) day suspension will result in the loss of ten (10) hours pay.
- Two (2) day suspension will result in the loss of fourteen (14) hours pay.
- Three (3) day suspension will result in the loss of twenty-four (24) hours pay.
- Four (4) day suspension will result in the loss of thirty-four (34) hours pay.
- Five (5) day suspension will result in the loss of forty-eight (48) hours pay.

These terms and conditions only apply to disciplinary matters and are not used in any other computations with regard to payroll or retirement calculations.

3a

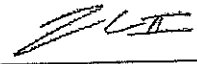
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF FALL RIVER  
AND  
FALL RIVER FIGHTERS  
IAFF LOCAL 1314

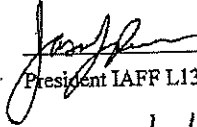
Except as modified by the terms of this Memorandum of Understanding all terms and conditions of the predecessor agreement expiring June 30, 2015 shall remain in full force and effect throughout the duration of this agreement, July 1, 2015 to June 30, 2016.

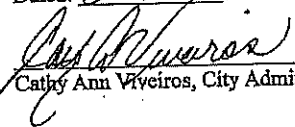
1. **New Stipend: Opiate Awareness and Training Certification.** Effective July 1, 2015, all members shall receive a one-time payment of \$375.00. The parties agree that this payment shall be made to all members employed with the City as of July 1, 2015, as well as all members who were employed as of July 1, 2015 but subsequently retired.

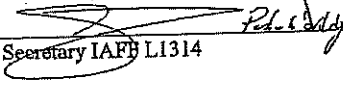
Payment will be made no later than the first City pay period in FY18.


This agreement is subject to ratification by the Union and funding at the next City Council Meeting.

  
Jasiel F. Correia II, Mayor

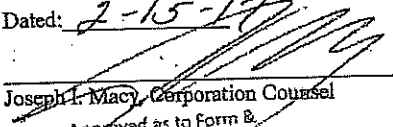
  
President IAFF L1314

Dated: 2-15-17  
  
Cathy Ann Viveiros, City Administrator.

Dated: 2/15/17  
  
Secretary IAFF L1314

Dated: 2-15-17  
  
Madeline Coelho, Human Resources Director

Dated: 2/15/17

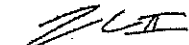
Dated: 2-15-17  
  
Joseph L. Macy, Corporation Counsel  
Approved as to Form &  
Manner of Execution  
Dated: 2/15/17



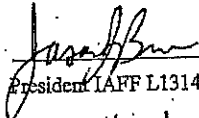
3a

IN WITNESS WHEREOF, the City of Fall River has caused this instrument to be signed and sealed with its corporate seal by its Mayor, Jasiel F. Correia II, and the said Local # 1314, International Association of Fire Fighters, AFL-CIO, has caused this instrument to be signed by Jason Burns, its President, and other members of its Bargaining Committee all duly authorized.

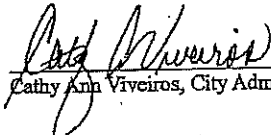
This agreement is subject to ratification by the Union and funding at the next City Council Meeting.

  
Jasiel F. Correia II, Mayor

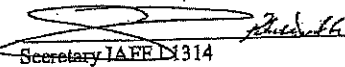
Dated: 2-15-17

  
President IAFF L1314


Dated: 2/15/17

  
Cathy Ann Viveiros, City Administrator

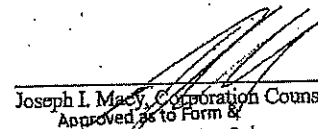
Dated: 2-15-17

  
Secretary IAFF L1314

Dated: 2/15/17

  
Madeline Cecilio, Human Resources Director

Dated: 2-15-17

  
Joseph I. Macy, Corporation Counsel  
Approved as to Form &

Dated: 2/15/17

3a

Section 50-303

Firefighters  
Bi-Weekly Rates

Term of Collective Bargaining Agreement July 1, 2016 to June 30, 2019

Firefighter-Step 1

	<u>Step 1</u>
7/1/2017	1,887.07
7/1/2018	1,924.81

Firefighter-Step 2

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,057.73	2,149.39	2,241.05	2,286.88
7/1/2018	2,098.89	2,192.37	2,285.87	2,332.61

Firefighter-Step 3

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,103.87	2,197.73	2,291.58	2,338.50
7/1/2018	2,145.94	2,241.68	2,337.41	2,385.27

Firefighter-Step 4

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,152.70	2,248.88	2,345.06	2,393.15
7/1/2018	2,195.76	2,293.86	2,391.96	2,441.01

Firefighter-Step 5

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,202.75	2,301.31	2,399.87	2,449.16
7/1/2018	2,246.80	2,347.34	2,447.87	2,498.14

3a

**Firefighter - 5 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,232.93	2,331.49	2,430.05	2,479.34
7/1/2018	2,277.59	2,378.12	2,478.65	2,528.93

**Firefighter - 10 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,252.25	2,350.81	2,449.37	2,498.66
7/1/2018	2,297.30	2,397.83	2,498.36	2,548.63

**Firefighter - 15 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,273.71	2,372.28	2,470.84	2,520.12
7/1/2018	2,319.19	2,419.72	2,520.25	2,570.53

**Firefighter - 20 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,297.33	2,395.89	2,494.45	2,543.73
7/1/2018	2,343.28	2,443.81	2,544.34	2,594.60

**Firefighter - 25 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,508.93	2,615.38	2,721.82	2,775.05
7/1/2018	2,559.11	2,667.69	2,776.25	2,830.55

**Firefighter - 29 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,546.01	2,652.46	2,758.91	2,812.13
7/1/2018	2,596.93	2,705.51	2,814.09	2,868.37

3a

**District Aids - Step 1**

	<u>Step 1</u>
7/1/2017	1,939.14
7/1/2018	1,977.92

---

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,111.07	2,202.74	2,294.39	2,340.22
7/1/2018	2,153.29	2,246.79	2,340.28	2,387.02

---

**District Aids - Step 3**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,158.49	2,252.35	2,346.20	2,393.13
7/1/2018	2,201.66	2,297.40	2,393.13	2,440.99

---

**District Aids - Step 4**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,208.68	2,304.86	2,401.04	2,449.12
7/1/2018	2,252.85	2,350.95	2,449.06	2,498.11

---

**District Aids - Step 5**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,260.12	2,358.68	2,457.24	2,506.52
7/1/2018	2,305.32	2,405.85	2,506.39	2,556.65

---

**District Aids - 5 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,290.30	2,388.86	2,487.42	2,536.70
7/1/2018	2,336.11	2,436.64	2,537.17	2,587.43

---

3a

**District Aids - 10 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,309.61	2,408.17	2,506.73	2,556.02
7/1/2018	2,355.80	2,456.34	2,556.87	2,607.14

**District Aids - 15 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,331.07	2,429.64	2,528.20	2,577.48
7/1/2018	2,377.70	2,478.23	2,578.76	2,629.03

**District Aids - 20 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,354.69	2,453.25	2,551.81	2,601.09
7/1/2018	2,401.78	2,502.32	2,602.85	2,653.11

**District Aids - 25 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,570.88	2,677.33	2,783.78	2,837.00
7/1/2018	2,622.30	2,730.88	2,839.46	2,893.74

**District Aids - 29 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,607.97	2,714.41	2,820.86	2,874.09
7/1/2018	2,660.13	2,768.70	2,877.28	2,931.57

**Lieutenant - 5 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,543.40	2,656.75	2,770.09	2,826.77
7/1/2018	2,594.27	2,709.88	2,825.50	2,883.31

3a

**Lieutenant - 10 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,562.72	2,676.07	2,789.42	2,846.08
7/1/2018	2,613.98	2,729.59	2,845.20	2,903.00

**Lieutenant - 15 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,584.18	2,697.53	2,810.88	2,867.55
7/1/2018	2,635.87	2,751.48	2,867.10	2,924.90

**Lieutenant - 20 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,607.79	2,721.14	2,834.48	2,891.16
7/1/2018	2,659.95	2,775.56	2,891.17	2,948.99

**Lieutenant - 25 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,844.24	2,966.65	3,089.07	3,150.27
7/1/2018	2,901.12	3,025.98	3,150.85	3,213.28

**Lieutenant - 29 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,881.32	3,003.74	3,126.15	3,187.35
7/1/2018	2,938.95	3,063.82	3,188.67	3,251.10

**Captain - 5 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,900.47	3,030.82	3,161.17	3,226.35
7/1/2018	2,958.48	3,091.43	3,224.39	3,290.87

3a

**Captain - 10 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,919.79	3,050.14	3,180.49	3,245.66
7/1/2018	2,978.18	3,111.14	3,244.10	3,310.57

---

**Captain - 15 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,941.25	3,071.60	3,201.95	3,267.12
7/1/2018	3,000.08	3,133.03	3,265.99	3,332.46

---

**Captain - 20 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	2,964.86	3,095.21	3,225.56	3,290.74
7/1/2018	3,024.15	3,157.11	3,290.07	3,356.55

---

**Captain - 25 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	3,229.86	3,370.64	3,511.42	3,581.81
7/1/2018	3,294.46	3,438.05	3,581.65	3,653.45

---

**Captain - 29 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	3,266.95	3,407.73	3,548.51	3,618.90
7/1/2018	3,332.29	3,475.89	3,619.48	3,691.28

---

**District Chief - 5 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	3,311.06	3,460.96	3,610.86	3,685.82
7/1/2018	3,377.28	3,530.18	3,683.08	3,759.54

---

3a

**District Chief - 10 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	3,330.38	3,480.28	3,630.19	3,705.13
7/1/2018	3,396.99	3,549.89	3,702.79	3,779.23

**District Chief - 15 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	3,351.82	3,501.75	3,651.65	3,726.59
7/1/2018	3,418.86	3,571.78	3,724.68	3,801.13

**District Chief - 20 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	3,375.45	3,525.35	3,675.25	3,750.21
7/1/2018	3,442.96	3,595.86	3,748.76	3,825.21

**District Chief - 25 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	3,673.31	3,835.20	3,997.09	4,078.04
7/1/2018	3,746.78	3,911.90	4,077.04	4,159.60

**District Chief - 29 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	3,710.39	3,872.29	4,034.19	4,115.13
7/1/2018	3,784.60	3,949.74	4,114.87	4,197.43

**Deputy Chief - 10 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	3,991.46	4,172.83	4,354.21	4,444.91
7/1/2018	4,071.29	4,256.29	4,441.30	4,533.81



3a

**Deputy Chief - 15 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	4,012.92	4,194.31	4,375.68	4,466.37
7/1/2018	4,093.18	4,278.19	4,463.19	4,555.70

---

**Deputy Chief - 20 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	4,036.53	4,217.91	4,399.29	4,489.98
7/1/2018	4,117.26	4,302.27	4,487.28	4,579.78

---

**Deputy Chief - 25 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	4,387.27	4,583.16	4,779.05	4,877.00
7/1/2018	4,475.01	4,674.82	4,874.63	4,974.54

---

**Deputy Chief - 29 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	4,424.36	4,620.24	4,816.14	4,914.08
7/1/2018	4,512.85	4,712.65	4,912.46	5,012.36

---

**Senior Deputy Chief - 10 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	4,098.77	4,280.16	4,461.54	4,552.23
7/1/2018	4,180.75	4,365.76	4,550.77	4,643.27

---

**Senior Deputy Chief - 15 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	4,120.24	4,301.62	4,483.00	4,573.69
7/1/2018	4,202.64	4,387.65	4,572.67	4,665.17

---

3a

**Senior Deputy Chief - 20 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	4,143.85	4,325.24	4,506.61	4,597.31
7/1/2018	4,226.73	4,411.74	4,596.74	4,689.25

---

**Senior Deputy Chief - 25 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	4,503.17	4,699.07	4,894.96	4,992.91
7/1/2018	4,593.24	4,793.05	4,992.86	5,092.76

---

**Senior Deputy Chief - 29 years service**

	<u>No Educ.</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
7/1/2017	4,540.27	4,736.16	4,932.05	5,029.99
7/1/2018	4,631.07	4,830.88	5,030.69	5,130.59

---