AGREEMENT

BETWEEN

TOWN OF PEMBROKE, MASSACHUSETTS

AND

PEMBROKE PERMANENT FIREFIGHTERS ASSOCIATION
LOCAL 2351
OF THE
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
AFL - CIO - CLC

JULY 1, 2015 THROUGH JUNE 30, 2016

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AGREEMENT

Pursuant to the provisions of Chapter 763 of the Acts of 1965, entitled "An Act providing for the Election of Representative Bargaining Agent with Political Subdivisions of the Commonwealth" this Agreement is made and entered in this first day of July, 2015 by and between the Town of Pembroke, acting by and through the Board of Selectmen, hereinafter referred to as the Town, and the Pembroke Permanent Firefighters Association, Local 2351 International Association of Firefighters, hereinafter referred to as the Local.

PREAMBLE

Whereas the Great and General Court of Massachusetts in its wisdom saw fit in the year 1965 to pass a law in which they recognized that the Firefighters and other employees of the Town of Pembroke have a statutory right to bargain collectively with the Town, it is the intention of this Agreement to maintain a harmonious relationship between them, recognizing the legitimate rights and needs of the employees of the Permanent Fire Department, as well as the obligation of the Town to protect the safety of the public.

Now, therefore, in consideration of the mutual obligations contained herein, the parties agree as follows:

ARTICLE I

Section 1: Recognition

The Town of Pembroke recognizes the Pembroke Permanent Firefighters Association Local 2351, IAFF as the sole and exclusive bargaining agent for all Permanent Firefighters and Permanent Officers of the Fire Department excluding the Chief.

Section 2: Union Activity

a. Employees have and shall be protected in the exercise of the right without fear of penalty or reprisal to join and assist the Union. The right of employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of an officer or representative or otherwise and including the right to present Local 2351's views and positions to the public, officials of the Town and the Department, members of the Board of Selectmen of the Town, members of the Massachusetts General Court or to any other appropriate authority or official.

b. No Town of Pembroke Representative, Department Official, authorized Board or Committee or agent of the Town shall:

1. Interfere with, restrain or coerce employees in their right to join or refrain from joining Local 2351.

2. Interfere with the formation, existence and administration of Local 2351. (This provision is intended to mean union functions or activities such as fundraising, socials, etc.)

3. Discriminate in regard to employment or condition of employment in order to encourage or discourage membership in Local 2351.

4. Discriminate against an employee because he has given testimony, taken part in any grievance procedure or other hearings, negotiations or conference for or in behalf of the Union or any employee.

5. Discharge, discipline or discriminate in any way against any employee of the Pembroke Fire Department for Union membership or Union activities.

Section 3:

a. Time-Off Local Business. All employees covered by this Agreement, who are officers of the Local or who are appointed by the Local as members of the said Local's bargaining negotiation team, not to exceed four (4), shall be allowed reasonable time off for official Local business, negotiations or conferences with the Town Administration or Chief of the Department, without loss of pay or benefits and without requirement to make up said loss of time, provided the Chief has been notified at least twenty-four (24) hours in advance whenever possible and provided the job is covered if a replacement is necessary. Whenever possible, negotiations and conferences will be held when the bargaining team is not on duty.

b. Conventions. Time off without loss of pay will be granted representative(s) for up to an aggregate of eight (8) days per year for attendance at conventions as approved by the Chief and the executive board of the Union.

Section 4: No Individual Agreements

The employer agrees that it will not enter into any individual or collective agreement with any employee covered by this Agreement which is contrary to this Agreement.

Section 5: Dues Deductions

The Town agrees to deduct from the pay of all employees covered by this Agreement on a pay day of each month as chosen by the Town Treasurer, the dues and assessments of the Local having the jurisdiction over such employees who submit dues authorization forms furnished by the Local and agrees, to remit same to said Local prior to the end of the month for which the deduction is made. Where law requires written authorization by the employee, same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law. The provisions of General Laws, Chapter 180, Section 17A as amended apply.

Section 6: Agency Service Fee Deductions

The employer shall require each employee who is not a dues paying member in good standing of Local 2351 and who is covered by this Collective Bargaining Agreement to pay an Agency Service Fee to Local 2351 as a condition of employment commencing on or after the thirtieth (30th) day following the beginning of such employee's employment or the effective date of this Agreement whichever is later in an amount and in the manner determined by Local 2351 provided that such amount will be proportionately commensurate with the cost of Collective Bargaining procedures. The Town Treasurer shall deduct the Agency Service Fee from the salary of any such employee and shall transmit the fee to the Treasurer of the Local providing that such employee has provided the Town Treasurer with written authorization for the deduction in accordance with the provisions of Massachusetts General Law Chapter 180, Section 17G.

The Town will incur no liability for loss of dues or agency fee monies after depositing the same addressed as directed to the Association in the United States mail.

The Association will indemnify and save the Town harmless against all claims, demands, suits, attorney's fees, or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this Article or in the event it is required by the Association to discharge an employee for nonpayment of any agency service fee or fees.

ARTICLE II

Section 1: Management Rights

The Town of Pembroke, through the Fire Chief, shall retain all the rights which it now has either by law, custom, practice, usage or precedent to operate and manage the Fire Department and to determine methods and means by which the operations of said Department are to be carried on and to direct the members of the Department and to conduct the operations of the Department in any manner which in its opinion, is in the best interests of the inhabitants of the Town, except as may be specifically modified by this Agreement or any amendment or extension.

ARTICLE III

Section 1. Duties

The duties of the members of the Fire Department shall be those customarily and presently being performed by the members of the Fire Department, including the prevention, control and extinguishing of fires and other duties reasonably related thereto. Members shall not be required to do the following, except in the event of an emergency:

a. Major body work on vehicles.
b. Major mechanical repairs to vehicles.
c. Major carpentry work to buildings.
d. Major plumbing work to buildings and vehicles.
e. Electrical work to buildings or vehicles.
f. Painting of vehicles, equipment or buildings.

The Association shall not file any grievance regarding the foregoing provided that a member of the Association voluntarily assumes any duties, whether major or minor.

ARTICLE IV

Section 1: Hours

The regular work week for members of the firefighting units shall average forty-two (42) hours.

The regular work week for a Deputy Chief shall be a forty {40} hour administrative workweek. A Deputy Chief cannot be used in any manner for reducing overtime or for the replacement of other members of the Bargaining Unit, except as provided in Section 3.

After a Firefighter is assigned to a shift, the regular work week for all members of the Local shall be:

1. Two (2) day tours on duty (10) hours each (8 a.m. - 6 p.m.)
   Two (2) night tours on duty at fourteen (14) hours each (6 p.m. - 8 a.m.)
   Four (4) days off duty

2. New Firefighters hired after January 1, 1988, may be required to work a 42 hour work week as a TRAINING PERIOD before being assigned to a shift. This will be Monday through Friday. Monday through Thursday 8 A.M. to 4:30 P.M. and Friday 8 A.M. to 4 P.M. at Headquarters. At the end of the training period the new Firefighters shall have a minimum of two (2) days off before their new assignment. The training period shall be a minimum of 10 days and a maximum of 20 days.

New Firefighters cannot work extra shifts until after the training period is completed but may respond to fires, etc. while off duty during training period.

Except as otherwise provided in this Agreement, overtime worked in excess of the regular work week shall be compensated for at the overtime rate, or the members of the Local working such overtime shall be compensated by compensatory time off in accordance with Chapter 62 of the Acts of 1969 (Chapter 48, Section 58C of the General Laws). Any such compensatory time off shall be granted within one (1) month, if requested; if not granted within one (1) month, upon an employee's request, he shall be paid overtime for the hours worked at the overtime rate.

In the event of an open shift, that is the absence of a member of the Local from a tour of duty by reason of illness, vacation or otherwise, the employer shall first fill such open shift from a member of the Local, if available. The list shall be maintained by the Chief. Such duty shall be at the overtime rate.

Section 2: Substitutions

Permanent members of the Fire Department may be permitted, on approval by an officer of the department, to substitute or exchange time with members of equal rank and equal qualifications within the department, such substitutions may be permitted only at no additional cost to the Town. Such substitutions shall be permitted only for good cause and consistent with the requirements of the department to maintain an effective work force at all times. The Chief must be notified of substitutions in advance by duty officer if swap is for more than one (1) tour.

Section 3: Filling of Open Shifts

A set of lists shall be drawn up and maintained by the Chief. The first name on the list will be determined by seniority as defined in Article 5.

Two (2) lists shall be maintained -- one for officers to fill officers' shifts and one for privates to fill privates' shifts. In the event there is no private available to fill a private shift, the first name on the officers' list, or succeeding names, shall be used until done with members of the Local of equal rank and qualifications whenever possible.

If an open shift, detail, or any other assignment cannot be filled with a member of this Bargaining Unit prior to going to a part-time employee of the fire department, the opening shall be offered to any Deputy Chief, but Deputy Chief(s) shall not be in a regular rotation for openings.

The senior Firefighter on a shift, at Headquarters, without a full-time officer shall assume the duties, rank and compensation at the officer's rate of pay for that shift or any portion of that shift as an officer.

After twenty-one (21) days of continued service as "Acting Chief" or in the absence of the fire chief for more than twenty-one (21) days, the Senior Deputy Chief shall receive any and all compensation and benefits that the fire chief receives until the fire chief returns to full duty. During the first twenty-one (21) days, the Deputy Chief shall not receive overtime for any hours worked more than the regular forty (40) hour work week but shall receive compensation time for these hours.

In the absence of the Chief and Deputy Chief, as the Chief or Deputy Chief deems necessary, a full-time Captain shall be left in charge of the Pembroke Fire Department and he shall receive full-time Deputy Chief's pay for time he is left in charge plus any other benefits the Deputy Chief might receive such as compensation time for hours worked above normal hours per day. He also shall have the use of a Town fire car if available.

Section 4: Injury at Higher Rank

Any employee injured while performing in a higher rank may apply for consideration of compensation at the appropriate step of the higher rank. A committee made up of the Fire Chief, President of Local 2351 and a Wage and Personnel Board Member will consider the request.

Section 5: Overtime

All hours worked in excess of the normal work day shall be compensated for at the overtime rate of pay. Members held overtime for snow removal work or other emergency work, not including conflagrations, shall be granted a minimum of two (2) hours pay. All such time worked shall be paid for at the overtime rate of pay. Any overtime worked in excess of one hour shall be compensated for to the next hour.

Members covered under the terms of this Agreement called back to duty shall be compensated for at the overtime rate for at least four (4) hours. All such time worked shall be paid for at the overtime rate.

Deputy Chief (s) responding while off duty to any call back shall be compensated at a minimum of two (2) hours at their overtime rate.

Overtime shall be equally and impartially distributed among personnel in each area who ordinarily perform such related work in the normal course of their work week. When in case of extreme emergencies it is necessary to call in personnel from other areas to aid and assist, the personnel from other areas than the area which normally performs such related work shall be released from their duties first when the work load lessens.

Overtime work shall be voluntary. There shall be no discrimination against an employee who declines to work overtime; in the event of an emergency the employer may require overtime work.

The hourly rate of overtime pay shall be equal to one and one half times the employee's regular hourly rate of pay, including longevity, E.M.T. pay and educational incentive pursuant to the Fair Labor Standards Act.

Employees covered by this Agreement will have first refusal on all overtime, shifts, details, watches, boxes, etc., except for duty squads, minimum of four (4) hours pay (2 hours pay for boxes) at their overtime rate unless noted otherwise.

The Town will allow the employee to have compensatory time off in lieu of overtime pay in accordance with the FLSA with a maximum carryover from one fiscal year to the next of 100 hours. If the employee intends to use up to 48 hours of accumulated compensatory time he must give the Chief 10 days prior notice. If the employee intends to use from 49 up to 100 hours of accumulated compensatory time he must give the Chief 30 days prior notice.

Section 6: Court Time

Employees who are required to attend court on behalf of the Commonwealth in a criminal case (including conferences with prosecuting officials, hearings on complaints and proceedings such as inquests and including signing of complaints or Civil Court in a matter arising out of his official duties for the Town of Pembroke), at a time when he is not scheduled for work, shall be paid for all hours in attendance with a minimum of four (4) hours at the overtime rate. If an employee is required to be present both morning and afternoon, the Town will grant the employee a $10.00 lunch allowance per day. If an employee is required to make a court appearance at a time when he would otherwise be on his regular tour of duty, his position may be filled at the discretion of the Fire Chief.

If an employee is required to use his own vehicle for transportation to court or hearing he shall be paid at the same mileage rate as other Town employees minus any travel allowance granted by the court, or be provided a vehicle.

ARTICLE V

SENIORITY

Section 1:

Rank of seniority shall be determined by the date of full time employment on the Permanent Fire Department. Should the date of full time employment be the same, for the purpose of determining seniority the starting date, if any, on the Call Department shall be used.

Section 2:

In the case of layoff, selection will be made in the order of seniority regardless of job classification.

Section 3:

An employee who has been laid off shall have the right, for seven (7) years following the date of layoff, to be recalled to employment with the Fire Service if vacancies occur. The employee will lose recall rights if he/she refuses recall. When a vacancy occurs, the job will be offered in order of seniority, to employees who have been laid off. An employee who is recalled to work will be given credit for previous service (prior to being laid off); however, he/she will not accumulate seniority "credit" for the time he/she was laid off.

For the purposes of this provision, vacancies are intended to mean full time positions.

The Town shall require a complete physical for an employee who is to be laid off prior to layoff. Employees must meet the same physical standard at time of recall.

Section 4:

Seniority shall be used in picking the following: duty stations, duty assignments, vacations, shifts, and shall be considered in all promotions.

ARTICLE VI

Section 1: Vacation Policy

a. Vacation will be earned at the rate of one (1) tour per full month for the first year of employment not to exceed eight (8) days/tours for the first year.

b. Every employee occupying a full time position in which he has been employed for twelve (12) months shall be granted eight (8) tours vacation leave with pay.

c. Vacation leave of twelve (12) tours shall be granted to an employee who has been employed by the Town for five (5) years.

d. Vacation leave of sixteen (16) tours shall be granted to an employee who has been employed by the Town for ten (10) years.

e. Vacation leave of twenty (20) tours will be granted to employee at beginning of fifteenth year. Vacation leave of twenty four (24) tours will be granted to an employee at the beginning of the twentieth year.

f. Upon the death of an employee who is eligible for vacation under these rules, payment shall be made to the estate of the deceased in an amount equal to the vacation allowance as accrued prior to the employee's death but which had not been taken by him.

g. Employees who are eligible for vacations under these rules and whose services are terminated by dismissal through no fault or delinquency of their own, or by retirement, or by entrance into the armed services, shall be paid an amount equal to the vacation allowance earned in the vacation year during which such dismissal, retirement or entrance into the armed forces occurred minus any days already used.

h. Absences on account of sickness in excess of that authorized under the rules therefore or for personal reasons as provided for under other leave, may at the discretion of the Department Head, be charged to vacation leave.

i. Employees shall be granted an additional tour of vacation if, while on a week's vacation, four tours, a designated Holiday occurs a tour of duty that the employee is normally scheduled to work.

j. Vacations shall be granted by Department Heads at such times as in their opinion will cause the least interference with the work of their agencies. With the approval of the Chief, vacation credits shall be carried over to successive fiscal and/or Agreement years. No more than one (1) week's vacation may be carried over from year to year unless approved by the Chief.

k. Military leave will be granted with full pay, as presently practiced.

l. Vacations may be granted as single tours, as presently practiced.

m. At the employees' request they shall be granted up to one-half of their annual vacation allotment in single tours. It is the employee's responsibility to notify the Chief as soon as possible when a vacation "day/tour" is desired. Further, it is understood that vacation "days/tours" shall be granted by the Chief so as to cause the least interference with the work of the fire service, and in such a manner as to avoid additional overtime expense to the Town.

Deputy Chief's vacation week shall be five (5) eight (8) hour tours per week.

For the purpose of this Agreement the day at a time (tour at a time) week provision is intended to mean two night and two day tours.

n. Unused vacation time may be sold back to the Town at straight time as follows with a thirty (30) day notice:

1 week being 5 tours
2 weeks being 10 tours
3 weeks being 15 tours

A Deputy Chief may sell back unused vacation as follows with a thirty (30) day notice:

1 week being 6 tours
2 weeks being 12 tours
3 weeks being 18 tours

For the purpose of this buyback provision tour shall consist of twelve (12) hours, except for Deputy Chiefs a tour shall be eight (8) hours at straight time.

Section 2: Paid Holidays

The following holidays shall be paid holidays for all members of the department:

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

Employees who are required to work on a holiday shall be paid for the number of hours worked on the holiday but with a minimum of twelve (12) hours pay at straight time in addition to their regular pay. Employees who are not required to work on a holiday shall also receive twelve (12) hours pay at straight time in addition to their regular pay.

A Deputy Chief responding during 8:00 am to 4:00 p.m., Monday through Friday on a paid holiday shall not receive any other compensation for that time. Deputy Chief(s) shall be compensated at a rate of eight (8) hours pay at straight time for the above holidays in addition to their regular pay.

Holidays that fall between June 1 and November 30 shall be paid on the first payday in December. Holidays that fall between December 1 and May 31 shall be paid on the first payday in June.

If an employee works any part of the following holidays: New Year's Day, July 4th, Thanksgiving Day and Christmas Day, they shall be compensated for the hours worked on that holiday at the rate of double time. This shall be paid on the first payday following the holiday week.

If an employee works New Year's Day, July 4th, Thanksgiving Day, Christmas Day as an extra shift he shall be compensated at double time and one-half instead of time and one-half.

Employees required to work on any weekday that the Town Hall and the Department of Public Works employees have off shall be paid at the rate of time and one-half for regular hours worked on said day.

Employees will also be entitled to one floating holiday per year which will be paid out on the first payday in December.

ARTICLE VII

Section 1: Sick Leave

a. A full time employee, hired before July 1, 1982, shall be allowed one and one-half days leave for each month of employment for the first ten years of employment thereafter. A full time employee hired on or after July 1, 1982 shall be allowed one and one quarter days leave for each month of employment provided all such leave is caused by sickness or injury or exposure to contagious disease. A part-time employee in continuous employment shall be allowed such a leave on a proportionate basis.

b. An employee in continuous service shall be credited with the unused portion leave granted under subsection a. up to a maximum of three hundred (300) tours.

c. In addition to the normal sick leave benefits, additional sick leave benefits will be provided after a full time employee has used all his accumulated sick leave and has been absent from work for more than twenty (20) consecutive work days due to prolonged illness or injury when the Department Head and the Wage and Personnel Board and the Selectmen are adequately assured of the employee's inability to work. In this case, additional sick leave benefits will be paid at the rate of 80% of his base pay for a period of four (4) weeks and if the illness or injury continues beyond that period, the employee will be paid the rate of 50% of his base pay for the next four (4) weeks or any part thereof. Personnel injured in the line of duty will continue to receive full pay until fully recovered or retired.

d. A physician's certificate of illness may be required by the Department Head after an employee's four (4) days absence before leave is granted under the provisions of this section.

e. The Department Head, in the event of extended illness, may require a physician's certificate of illness of any employee. This examination shall be at the expense of the Town by a physician appointed by the Board of Selectmen.

f. Nothing in this section shall be construed to conflict with Section 100 of Chapter 41 of the General Laws.

g. Unused Sick Leave

Fifty (50%) percent of up to 200 days of accumulated unused sick leave shall be paid to an employee within sixty (60) days following retirement or layoff in either of the following manners as the employee may elect: (1) in a lump sum or (2) in equal weekly installments beginning the first pay day following the date of retirement or layoff. Upon death, not job related, fifty (50%) percent of unused accumulated sick leave will be paid to the employee's estate within thirty (30) days of death. In the case of a line of duty death, either through injury or illness, the employee's estate will be paid one hundred percent (100%) within thirty (30) days, For purposes of this paragraph, a day of sick leave shall equal twelve (12) hours pay at straight time at the employee's rate of pay at the time of retirement, layoff or death. An employee who has received payment for unused sick leave and is subsequently rehired shall have the option of repurchasing some or all of such sick leave, at the same rate, by notifying the Selectmen of his

intention to do so within thirty (30) days of rehire and by tendering to the Town a lump sum payment in full for the amount of sick leave so repurchased within six (6) months following his return to duty. Upon the Town's receipt of such payment, the employee will be credited with the amount of sick leave purchased.

h. A retiring member of the Local may waiver the payment of fifty percent and use the fifty percent as time off directly before retirement date. If time off before retirement is chosen, the Head of the Fire Department shall replace the member with a new permanent employee. A notice in writing shall be given to the Head of the Fire Department at least twelve (12) months in advance of actual retirement date, of intention of taking time off. For the purposes of this paragraph, a day of unused sick leave utilized for such time off shall equal twelve (12) hours.

i. If a man works less than half a shift he will be charged with a full shift. If a man works more than half a shift he will be charged with half a shift.

j. An employee may sell up to fifteen (15) tours of unused sick leave per year, at one tour for one. Each tour shall be at the rate of twelve hours pay at straight time. Yearly on June 01st but with written notice to the Fire Chief by May 1st of the possible intent of selling back sick time. Sick time may also be sold back on December 31st.

ARTICLE VIII

Section 1: Bereavement Leave

In the event of a death occurring in the immediate family of an employee he or she may be granted bereavement leave without loss of pay up to a maximum of five (5) regular work days commencing either on the day of the death or the five (5) regular working days immediately following the death. For the purpose of this section the "immediate" family shall be the employee's spouse, parent, parent-in-law, stepparent, brother, sister, aunt, uncle, children and any other relative living within the employee's domicile or with the Chief's approval. There will be two (2) days bereavement for the loss of a grandparent.

In cases where funeral arrangements are delayed or are out of state, the employee's Department Head may in his discretion provide for such leave without loss of pay up to a maximum of five (5) days, as in his discretion seems reasonable, and provided that such leave is necessary for the employee's attendance at the funeral.

ARTICLE IX

Section 1: Personal Days

Up to four (4) days with full pay shall be authorized by the Fire Chief for personal convenience. In the event that an employee is out on injury, personal days will not be lost after July.

Section 2:

Special leave or leave of absence without loss of pay shall be permitted for the following reasons:

1. Promotional exam to any position in the service of the Pembroke Fire Department to include oral, written or practical exam.

2. Medical examinations (a) for retirement purposes (b) any time required by employer.

3. Blood donations as approved by the Chief.

4. The Fire Chief may allow members to take off tours of duty for special response teams without loss of time or pay.

Section 3: Family Sick Leave

a. After one (1) year of employment an employee shall be granted four (4) days per year for illness in his immediate family, chargeable to his sick leave, for the purpose of tending to family needs. Additional tours may be granted by the Chief. Tours in excess of thirty (30) require the approval of the Board of Selectmen.

ARTICLE X

Section 1: Employee Injury

a. An employee who is incapacitated for duty because of injury or infectious or contagious disease sustained in the performance of their duty without fault of their own, shall receive full compensation without the loss of accumulated sick leave for the period of such incapacity. Such leave shall continue until such time that the Town designated physician, and the employee's physician determine that the incapacity no longer exists.

b. In the event of a dispute between the Town designated physician and the employee's physician with respect to the employee's fitness for duty, the two physicians shall agree on a third physician who shall examine the employee and render a written decision which shall be final and binding on the Town and the employee. No employee whose fitness for duty is disputed shall be required to return to duty until this dispute is resolved in accordance with these procedures.

Section 2:

Vacation leave shall not accrue in excess of twelve (12) months while an employee is on injured leave and is incapacitated from performing light duty. Sick leave shall accrue without limitation.

Section 3:

Employees claiming paid injured leave under this Article or seeking indemnification under MGL Chapter 41, Section 100, shall be required to do the following:

a. Notify the Fire Chief of any change in medical condition, including, but not limited to, any hospitalization;

b. Provide relevant medical documentation at the Town's request pertinent to the diagnosis and treatment of the injury or illness for which compensation or reimbursement is claimed, including doctor's certificates; and

c. Provide for billing the Town on a monthly basis or as nearly thereto as possible.

Section 4:

a. An employee on injured leave shall be required to accept light duty on his regularly scheduled shift when offered by the Town provided that the ability to perform light duty tasks shall be determined by the Town designated physician in consultation with the employee's own physician. Disputes between the two physicians as to an employee's fitness to perform light duty tasks shall be resolved in accordance with the dispute resolution mechanism set forth in Section 1(b) of this Article.

b. Whenever designated light duty tasks cause discomfort to the employee or aggravate the existing injury, the employee shall be entitled to a re-examination and evaluation of his fitness for light duty subject to the procedures set forth in Section 1(b) of this Article.

c. The Chief will have the right to make a temporary shift change with a 21-day notice to a firefighter on light duty in the event that more than one firefighter is on light duty status on the same shift. A firefighter whose shift has been changed due to light duty status shall go to his/her regular shift upon termination of his/her light duty status.

Section 5:

This Article supersedes any conflicting provisions of MGL Chapter 41, Section 111F and in all other respects incorporates said statute by reference under this Agreement.

Section 6:

Disputes under this Article are subject to the grievance and arbitration procedure of this Agreement.

Section 7:

Light duty tasks shall be limited to the following:

1. Clerical work (e.g. typing and filing)
2. Answering telephones
3. Dispatching
4. Photographing (if qualified)
5. Inspectional services (if qualified)
6. Maintaining portable radios (if qualified)
7. Or any similar limited or light duty tasks regularly performed in the Fire Department for which the employee is qualified.

ARTICLE XI

Section 1: Health and Welfare

The employer agrees to continue health and welfare plans including Blue Cross, Blue Shield, Blue Cross Medical and Group Life Insurance presently in effect. In the event the laws of the Commonwealth authorizing such plans for Town employees are changed, the employer agrees to reopen this Agreement forthwith for the sole purpose of discussing the applicability of such changes to the employees covered by this Agreement. Employee deductions will be made at the discretion of the Town Treasurer.

Section 1A: Health Insurance Employee Contribution

Effective July 1, 2005, the Union agrees that all employees who are enrolled in a Health Maintenance Organization (HMO) shall contribute 15% of the cost of the premium charged by the Plymouth County Health Insurance Program to the Town. Effective July 1, 2006, the Union agrees that all employees who are enrolled in a HMO shall contribute 20% of the premium charged by Plymouth County to the Town.

Effective July 1, 2008, the Union agrees that all employees who are enrolled in an HMO shall contribute 21% of the premium charged by Plymouth County to the Town.

The Town shall not remove BC/BS from the contract and any new member has the right to join BC/BS.

Effective July 1, 2013, the percentage contributions of current bargaining unit members toward the cost of health insurance premiums shall be increased to 23.5%. Employees newly hired into the bargaining unit following the parties' ratification of this agreement and approval of its cost items by Town Meeting shall pay 25% toward the cost of their health insurance premiums.

Section 2: Insurances

The Town agrees to maintain insurances as presently practiced, accident and health insurance and life insurance, or grant any improved insurances or insurance benefits as long as coverages are available. The Town may unilaterally increase or decrease benefit amounts (but not coverages) above $10,000.00, but if benefits decrease below $10,000.00, any coverages change, or insurances as presently practiced become no longer available, this section shall be opened for bargaining.

Section 3: Glasses

The Town agrees to provide payment for externally worn eyeglasses broken or damaged from the duties of the Fire Department. Replacement will be equal to those broken. Additionally, the Town agrees to compensate an employee for the loss of contact lenses up to the cost of normal eyeglasses.

Section 4: Dentures

The Town agrees to provide payment for dentures broken or damaged from the duties of the Fire Department. Replacement will be equal to those broken.

ARTICLE XII

Section 1: Grievance and Arbitration Procedure

Any dispute, grievance or difference pertaining to this Agreement, or any part of it, arising during the term of this Agreement, not otherwise controlled by the laws of the Commonwealth, shall be adjusted in accordance with this procedure. The grievance procedure shall be confidential at all times. Time limitations may be waived and/or extended by mutual agreement of the parties. An aggrieved employee may have a union representative present at and participating in any level of the following procedure:

GRIEVANCE PROCEDURE

Step 1. The Union Executive Committee; President, Vice-President, Secretary, Treasurer, and Shop Steward; upon receiving a written and signed grievance, shall determine if a grievance exists. If in their opinion no grievance exists no further action is necessary.

Step 2. If a grievance does exist, they shall with or without the physical presence of the aggrieved employee, present the grievance to the Chief of the Fire Department for adjustment. The grievance shall be presented no later than sixty (60) calendar days following the occurrence that gave rise to the grievance, unless the time is extended by mutual agreement between the Fire Chief and the union.

Step 3. If within five (5) business days, the grievance has not been settled, replies shall be in writing, it then shall be submitted to the Board of Selectmen in executive session for adjustment.

Step 4. If within ten (10) business days the grievance has not been settled, it shall be then submitted to arbitration for adjustment. No individual member shall have the right to request arbitration, that right being reserved by the Local and/or the Town of Pembroke.

Any such arbitration shall be conducted in accordance with the labor arbitration rules of the American Arbitration Association. The fee and expense of the arbitrator and of the American Arbitration Association shall be shared equally by the parties.

The above grievance and arbitration procedures are not to conflict with and be within the binding arbitration act of July 1974 Chapter 1056 of the General Laws.

Failure of the union to move the grievance to the next level within the time allowed shall constitute a waiver of further action under the grievance.

Section 2: Stewards

The Town recognizes the right of the Local to designate a Steward from the list of its regular employees. The authority of the Steward so designated by the Local shall be, but not limited to:

1. The investigation and presentation of the grievance in accordance with provisions of the Collective Bargaining Agreement.

2. The transmission of such messages and information which originate with and are authorized by the Local or its officers, provided such messages and information have been reduced to writing, or if not reduced to writing, are of a routine nature.

Section 3: Access to Premises and Union Activities

The Steward or President of the Local shall have access to Town records relating to the Fire Department during normal working hours of the Town Hall staff, to investigate working conditions and payroll of the Fire Department for the purpose of determining whether or not the terms of this Agreement are being complied with.

ARTICLE XIII

Section 1: Paid Detail

All employees covered by this Agreement who are to report for a private detail shall receive at least a minimum of four (4) hours pay at the detail rate of pay, and shall be compensated eight (8) hours pay at the detail rate for more than four (4) hours work, and shall be compensated at 1.5 (time and one half) of the detail rate for more than eight (8) hours work. Hour for hour. The detail rate of pay shall be the highest Firefighter overtime rate. This rate will be set on July 1st of each year.

Section 2: Jury Leave

An employee required to serve on the jury and thus having to be absent from regular duty shall be paid the difference between the compensation received from the jury duty and his regular compensation from the Town, upon presentation of an affidavit of jury pay granted.

ARTICLE XIV

Section 1: Rights and Privileges

All other job benefits and seniority fights presently enjoyed by the employees, which are not specifically provided for or abridged in this Agreement are hereby protected by this Agreement.

Section 1A: Out of Town Living

An employee shall be permitted to live beyond the fifteen (15) mile radius of Headquarters Station, but will not be eligible for call back purposes.

Section 2: Discipline

a. No employee shall be reprimanded, suspended, discharged or otherwise Disciplined except for just cause.

b. All complaints or disciplinary reports against any employee shall be made known to employee and, if written, the employee shall be given a copy of said complaint or disciplinary report, prior to any action being taken by the Chief or Town.

c. All employees shall have the right to a written response attached to any/all written disciplinary actions or those that are maintained within their personal file for as long as those reports stay in file.

d. Any written disciplinary report entered in employee's file shall be removed after one (1) year with no additional offenses without prejudice.

e. In cases where a discharge is involved every effort will be made to expedite his case through the grievance procedure up to and including arbitration. Further, it is understood that any disciplinary action is subject to the grievance procedure.

Section 3: Posting of Time

The Town through the Chief of the Department or his representative agrees to post on the Fire Department bulletin boards where any full time employee is stationed, all holidays, sick leave or any other time owed the employee. The Chief or his representative shall maintain a complete record of all holiday, sick leave or any other time due the employee and an up-to-date typewritten record of these above-mentioned times shall be given to the Steward of the Local every month for the purpose of posting on the bulletin board.

Section 4: Payroll Savings

The Town agrees to deduct from the pay of employees covered under this Agreement who wish to enter into a payroll savings plan. Monies are to be deposited in the Rockland Credit Union unless other location agreed between the parties. Authorization forms will be supplied by the Treasurer, who will make necessary deductions. This program will be implemented as soon as possible, consistent with good operation practices within the Treasurer's department.

Section 5: Linen & Bedding Supplies

The following items shall be issued to every member of the Fire Department and replaced on an as needed basis, as determined by the Chief: pillow, pillow cover, blankets, pillow case, top and bottom sheet, and mattresses.

Section 6: Assignments

The Union and the Town understand that the principal factor in assignments is for the efficiency of the Fire Department. However, the Town and the Fire Chief will give due consideration to seniority, physical condition and personal hardships in making any and all assignments, and will provide the employee with forty-five (45) days notice in change of assignment.

Section 7: Right to Examine

Any member of the unit shall have the right, during normal business hours, to examine any and all documents in his personnel folder.

Section 8: Evaluations

Any member covered by this Agreement shall be notified in writing of any evaluation that has been placed in his/her file. The member shall have the right to place a written reply with any evaluation. The reply shall remain with the evaluation.

ARTICLE XV

Section 1: Schools and Training

Should the Department Head require a member or members of the Local to attend related schooling or training courses, the time spent for such required attendance shall be paid for by the employer. Any textbooks or material necessary for such courses shall be paid for by the employer.

Full time members of the Pembroke Fire Department shall be compensated at their overtime rate of pay with a minimum of four (4) hours pay for attendance and participation at Fire Department drills that are approved by the Chief or Fire Department Training Officer.

Section 2:

In the event a member of the Local attends or desires to attend a school or training course related to his employment, as approved by the Department Head, the employer shall pay for the tuition and materials necessary for such course. Members of the Local shall be granted time off with approval of the Department Head from their tour of duty should such course of training take place during their normal work hours.

ARTICLE XVI

Section 1: Wages

Effective:	7/1/15 – 6/30/16 ** 1.5% base pay increase*
Firefighters	
Step 1	$49,367
Step 2	$55,849
Step 3	$60,941
Step 4 (Level 1)*	$63,184

*Level 1 requires certification from Mass. Fire Training Council. Steps 3 and 4 in the Firefighters wages can be obtained in the same year (start of third year) by receiving a Level #1 certification from Mass. Fire Training Council. It is understood that the Levels Program is a voluntary program.

Effective:	7/1/15 – 6/30/16 ** 1.5% base pay increase*
Captains	$66,582
Deputy Chief	$94,425

Employees' pay is to be adjusted upward when required for the extra hours as a result of leap year.

ARTICLE XVII

Section 1: Promotions

Job vacancies will be filled by promotion whenever qualified and interested employees are available. Job vacancies will be posted on the department bulletin board for thirty (30) days. This notice will include a brief position description and the rate of pay.

To receive consideration an employee must notify the Department Head in writing, explaining why he feels he should be considered and describing his qualifications for the job bidding is closed once the job comes off the bulletin board. Once bidding is closed no additional applications will be considered.

The job opening will be filled by the applicant who has the most effective combination of the following factors required for the specific job under consideration: ability, education, experience, length of service (seniority) and previous job performance including attendance. The Chief has the sole responsibility for making selection decisions, consistent with the needs of the department.

Upon promotion to Officer the Town shall provide to each person promoted the following: 2 summer shirts, 2 winter shirts, 6 pair of pants, all new badges and insignias with the new rank, and 1 set of new turnout gear in the correct color according to the new rank.

ARTICLE XVIII

Section 1: Longevity

Longevity increments shall be unconditionally granted to each regular full time employee according to the following schedule. Payments will be made within 21 days following the employee's anniversary date.

YEARS OF SERVICE COMPLETED	LONGEVITY PAYMENT
5 Years	$250.00
10 Years	$350.00
15 Years	$400.00
20 Years	$450.00
25 Years	$500.00
30 Years	$550.00

After three (3) years of service, an employee may request and shall receive an additional 5% increase in base wages for a period of three (3) years only. Effective July 1, 2004, up to six (6) employees will be eligible for this benefit. The total number of employees may be increased subject to the approval of the Fire Chief.

After July 1, 2004, all new applicants for this benefit shall be required to provide one year's notice to the Fire Chief. An employee may apply for any one of these positions and shall serve for no more than three (3) years during his/her tenure as a Pembroke Firefighter. This benefit will be restricted to employees based on seniority. The Town will establish additional duty supervisory posts to be assigned to the employees receiving the benefit.

ARTICLE XIX

Section 1: Immunity of Firefighters for Negligent Acts Within the Scope of Employment

All Firefighters covered by the terms of this Agreement are protected from personal liability arising from negligent acts occurring within the scope of their employment pursuant to the provisions of the Massachusetts Tort Claims Act (General Laws Chapter 258) which, among other things, makes such immunity upon their cooperation with the Town in the defense of any such claim or claims. This protection includes, but is not limited to, potential tort liability resulting from the operation of a Town vehicle.

ARTICLE XX

Section 1: Clothing Allowance

Protective Clothing and/or turnout gear shall be provided maintained and replaced at the Town's expense with the same or better make and/or quality.

Any change in the type or manufacturer shall be discussed with the E-Board of Local #2351 before any change is made.

Protective clothing and/or turnout gear shall be provided before first tour of duty and is described below. If not available may be substituted with item of equal quality.

1. Leather helmet - if in the event a Firefighter should encounter difficulty in wearing this type of helmet, other models may be chosen, agreeable to the employee and the Chief.

2. Plectron Eye Shield.

3. Turnout Coat.

4. Turnout Pants.

5. Leather boots, insulated type with steel toes and shanks electrically insulated.

6. Two pair of leather type gloves and two pair of woolen mittens, NFPA approved, replaced when needed.

7. Hitch boots, insulated type with steel toes and shanks, electrically insulated.

8. A pair of blue work coveralls.

9. Each member shall be issued an "EMT" coat with scotch light trim and reflective letters on the back saying "PEMBROKE". Coats shall be of the same type presently in use, three quarter length type. Coats shall be acceptable in type to the Executive Board of Local #2351.

10. Folding spanner wrench, helmet shield, nomex hood, 2 glove pouches

After six (6) months of employment the Town shall issue a dress uniform to all members of the unit. Dress uniform shall consist of:

1. One blouse
2. One pair of dress pants
3. One dress hat
4. All new employees will receive one dress topcoat as approved by the fire chief.

Each new employee shall be provided with the number indicated below of the following articles:

3 Short sleeve golf shirts	
3 Long sleeve shirts	1 pair black work shoes or Wellington type boots
3 Short sleeve shirts	1 Baseball type cap
3 Pair of blue work pants	All department patches
1 Winter coat 3/4 length	1 Black work belt

1 Spring coat/jacket 1 Set of badges
All collar pins

If Chief of the Fire Department has a problem obtaining any of the above items he shall discuss the problem with either the President or Steward of Local #2351. Any changes in the work uniform shall be at the Town's expense.

The above items of clothing shall be provided at the Town's expense and prior to the first tour of duty of his/her employment.

Each firefighter shall receive $750 clothing allowance per year of employment after the first year to be spent as needed by each employee and payable the first payday in July.

Any uniform change or additional uniform requirements shall be provided at the Town's expense - including patches, badges, and emblems, as specified by the Chief.

Section 2: Cleaning Allowance

1. The Town shall pay each employee covered under this Agreement $75.00 per year dress uniform cleaning allowance. This payment shall be made on the first pay day of December.

2. The Town shall have members' turnout gear professionally cleaned yearly if requested by a member, at the Town's expense.

3. In addition, the Town shall pay each employee covered under this Agreement $750.00 per year, payable on the first payday in November, for cleaning station uniforms of potential biohazards.

Section 3:

All uniform purchases shall conform to the present standards and styles as set by the Chief of the department as posted.

Section 4:

If any employee reports for work in an unacceptable dress as determined by the Chief, the Chief will require the individual to bring his dress up to acceptable levels. This means that a man will be required to find someone to cover his duty shift at no additional cost to the Town. Further, it is understood that if this man is unable to find a substitute he will be docked until he reports to work in acceptable dress. Acceptable dress shall be posted by season.

ARTICLE XXI

Section 1: Emergency Medical Technicians Pay

Effective July 1, 2008 the employees who are assigned by the Chief and/or who continue to perform the duties of an Emergency Medical Technician as prescribed under Chapter 111C Section 6 of the laws of the Commonwealth of Massachusetts shall receive additional lump sum payments per annum payable 50% the first pay day in December and 50% the first pay day in June. In the alternative the employee may elect to receive the amount specified below in weekly payments. Employees shall continue to receive this annual payment so long as they are assigned and performing the duties of Emergency Medical Technicians and maintain certification under the program.

Effective July 1, 2013, and prior to any percentage increase in base pay, $4,750 of the EMT-B and Paramedic Stipends shall be included in bargaining unit member's base pay. The balance of the EMT-B stipend ($ 1,850) and the balance of the Paramedic Stipend ($ 7,100) payable under Article XXI shall not be included in base pay and shall instead be paid in the same manner and at the same time listed above.

Effective July 1, 2015, EMT-B and Paramedic Stipends shall each be increased by $550.

The total annual payments are as follows:

	July 1, 2015
EMT	$ 1,850
EMT-P	$ 7,100

The Town agrees to reimburse all fees for EMT recertification not to exceed $350.00 and EMT-P recertification not to exceed $500.00 per year, per EMT, upon receipt of evidence of a fee being paid acceptable to the Town Accountant. The Chief may fill partial shifts for members attending classes for recertification while on duty.

Any employee who meets these conditions for less than one (1) full year shall be paid on a pro-rated basis.

EMT and Paramedic shall be considered the same qualification.

The Chief of the Fire Department shall allow an EMT-P up to sixty (60) hours off and EMT-B up to thirty (30) hours off per certification period, per individual for recertification classes without loss of pay or time.

Section 2:

The Town agrees to pay for tuition and fees associated with the original EMT-A, B.I and P certification courses.

PARAMEDIC LEVEL IS A VOLUNTARY PROGRAM FOR ANY MEMBER HIRED BEFORE JULY 01, 1998. No member hired before July 01, 1998 shall be discriminated against or required to attain the Paramedic level of certification.

ARTICLE XXII

PROFESSIONAL IMPROVEMENT

Effective July 1, 1978 the Town agrees to establish a Professional Improvement Plan designed towards recognizing the value to the Town of highly trained Firefighters.

Section 1:

a. Payments shall be made on an hour for hour basis at a rate of $3.00 per hour up to a maximum of $450.00 per year or 150 hours to be added to employees' present amount not to exceed $1,300.00 per year.

b. Each Firefighter shall receive an annual payment of $200 for any one (1) Massachusetts Firefighting Academy or Massachusetts Training Council Certification.

Section 2:

For the purpose of the Professional Improvement Article, only fire related courses at universities or colleges will earn credits under this Article. This section does not limit in any way, non-university or college courses earning Credit under this Agreement.

Section 3:

It is understood that in those situations where a fire related course is paid for by the Town (tuition and materials) the schooling and training article of this Agreement shall for the purposes of this Agreement earn only half of the credits awarded by the university or college.

Section 4:

It is understood that if any employee attends a university or college or other fire related training under Article XV, Section 1, this provision will not apply.

Section 5: Degrees

In the event an employee covered by this Agreement obtains a degree on his/her own time and expense in the fields of Nursing, Emergency Medical Science, Fire Science, Emergency Management or Homeland Security from an accredited College, University or Junior College as approved by the Chief of the Fire Department, that employee shall receive an annual payment under this Article as follows:

Associates Degree	$1,500.00
Bachelors Degree	$2,500.00
Masters of Science	$3,000.00

Nothing herein or in Section 1 of this Article shall be construed to preclude payments to an employee pursuant to the provisions of Article XV of this Agreement. An employee receiving this Section or Section 1 may not refuse fire related training as ordered by the Chief and paid for by the Town.

ARTICLE XXIII

PRINTING OF CONTRACT

Section 1:

The Town agrees to print all copies of the signed contract, 40 copies will go to the union within thirty (30) days of the town meeting or special town meeting.

ARTICLE XXIV

HEALTH AND SAFETY

The Town agrees that the members of the Local, as well as all employees of the Fire Service, have an interest in the safe operation of the Department. Further, the Town agrees that any employee may make the Chief aware of any safety concerns he has. The Chief is responsible for making all decisions relative to the safe operation of the Department.

Further, it is understood that any member of the Department may take a safety concern to the Board of Selectmen, provided that the Chief has been made aware of the individual's safety concern, and has failed to take corrective action within 10 days. No retaliation shall be taken against any employee for bringing safety needs to the Board of Selectmen.

ARTICLE XXV

Section 1: Savings Clause

a. Each clause of this Agreement is totally severable from every other clause thereof.

b. Should any clause of this Agreement be declared by any court or agency of competent jurisdiction to be invalid or unenforceable, the validity of all other clauses of this Agreement shall be unaffected thereby and shall remain in full force and effect during its term. The parties affected thereby shall enter into immediate Collective Bargaining Negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement.

c. A Deputy Chief shall continue to receive any and all benefits he/she currently receives unless the benefit is amended or changed by this agreement.

ARTICLE XXVI

Section 1: Duration of Agreement

This Agreement shall be in full force and effect from July 1, 2015, to and including June 30, 2016 and shall continue year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least one hundred and eighty (180) days prior to the date of expiration. While negotiations are in progress this Agreement shall remain, in full force and effect until a new Agreement is entered into.

This Agreement, or any part of it, may be amended or reopened upon mutual consent.

The Pembroke Permanent Firefighters Association, Local 2351, IAFF and the Permanent Firefighters agree that they will not cause, condone, sanction, or take part in any strike, walkout, slowdown or work stoppage during the term of this Agreement or during any period of time while negotiations are in progress or pending between the parties for a continuance or renewal of it. The fact as to whether such action has taken place and the determinations of the involvement of an individual or individuals shall be subject to the arbitration process or procedure.

ARTICLE XXVII

WAGE RE-OPENER:

In the event that another Bargaining Unit under the jurisdiction of the Pembroke Board of Selectmen should negotiate a wage increase during the first year of this contract (July 1, 2015 – June 30, 2016), the agreement would be re-opened upon notice from the Union to the Town for bargaining for the discussion of wages only.

We the undersigned representatives of the Town of Pembroke, and The Pembroke Permanent Firefighters Association have negotiated the above agreement in good faith and agree to sponsor and support same before the Town Meeting as a fair and equitable contract, fairly reflecting both the needs of the Town of Pembroke and the Pembroke Permanent Firefighters Association.

TOWN OF PEMBROKE

PEMBROKE PERMANENT
FIREFIGHTERS ASSOCIATION

Dated: December 14, 2015

Dated: _____